



INVITATION TO BID 15ITB94207C-DR

## TRAFFIC MESSAGE BOARD FOR WOLF CREEK

For

Facilities and Transportation Services Department

**BID DUE DATE AND TIME:** October 8, 2014 @ 11:00 A.M.

**BID ISSUANCE DATE:** September 5, 2014

**PURCHASING CONTACT:** DONALD R. RILEY, CPPB, APA

**E-MAIL:** [DONALD.RILEY@FULTONCOUNTYGA.GOV](mailto:DONALD.RILEY@FULTONCOUNTYGA.GOV)

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

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## INVITATION TO BID #15ITB94207C-DR, Traffic Message Board for Wolf Creek

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the traffic message boards that will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **October 8, 2014**.

### SCOPE OF WORK

The work to be performed under this contract shall consist of furnishing all materials, supplies parts and services requested by Fulton County must be of the highest quality and must conform to any related Federal, State, and/or Municipal Standard and be consistent with Commercial practices. Meet or exceed the standards for Portable Changeable Message Signs as listed in the U.S. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD). The detailed scope of work and technical specifications are outlined in the Division of Work Section 01 10 00, Project Summary and Scope of Work of this bid document.

### BID DOCUMENTS

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

### PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government  
Department of Purchasing & Contract Compliance  
Attn: Donald R. Riley, CPPB, Assistant Purchasing Agent  
Fulton County Public Safety Building  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Email: [DONALD.RILEY@FULTONCOUNTYGA.GOV](mailto:DONALD.RILEY@FULTONCOUNTYGA.GOV)  
Fax: (404) 893-1876  
Reference Bid #: 15ITB94207C-DR, Traffic Message Board for Wolf Creek

### PRE-BID CONFERENCE – (N/A)

Date:  
Time:  
Location:

A Pre-Bid Conference will be held at the Purchasing Department, at aforementioned address. ***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 non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the Bidders perspective. However, no verbal response provided at the Pre-Bid Conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Donald R. Riley, CPPB, Assistant Purchasing Agent at (404) 612-7916 or email: [Donald.Riley@fultoncountyga.gov](mailto:Donald.Riley@fultoncountyga.gov)

### **BONDING REQUIREMENTS – N/A**

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent of the Bid, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

***END OF SECTION***

## **INSTRUCTIONS TO BIDDERS**

### **1. CONTRACT DOCUMENTS**

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

The Contract Documents shall define and describe the complete work to which they relate.

### **2. BID PREPARATION**

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

### **3. RECEIPT AND OPENING OF BIDS**

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time

and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing & Contract Compliance. The original signed Bid with five (5) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **15ITB94207C-DR, Traffic Message Board for Wolf Creek.**

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

1. Bid Form
2. Acknowledgement of each Addendum
3. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
4. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
5. Risk Management Insurance Provisions Form

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

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

#### **4. 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 Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than **2:00 PM, October 3, 2014**. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance  
Attn: Donald R. Riley, CPPB, Assistant Purchasing Agent  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303  
Fax: (404) 893-1744  
[Donald.Riley@fultoncountyga.gov](mailto:Donald.Riley@fultoncountyga.gov)  
Bid # 15ITB94207C-DR, Traffic Message Board for Wolf Creek

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, if any addend are issued to this Invitation to Bid.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

**5. SITE EXAMINATION – (N/A)**

There will be a site visit for this project. Site visit is  
Site visit will be held as follows:

- Date and Time:
- Place:

**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 bid, 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. BID AND CONTRACT SECURITY - (N/A)**

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond". **Bids must be accompanied by a bid bond or certified check** in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or

proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is no longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**8. SURETY BONDS - (N/A)**

The submission of surety bonds subsequent to the Bid submission shall be:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and

- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

**9. INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

**10. 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.

**11. 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.

**12. 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.

### 13. BID EVALUATION

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided,

however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

#### 14. **AWARD CRITERIA**

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
  - a. The completeness of all material, documents and/or information required by the County;
  - b. 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.
- B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following
  - a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
  - b. 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;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
  - d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
  - e. Has the appropriate and adequate technical experience necessary to perform the Work;
  - f. Has adequate personnel and equipment to do the Work expeditiously;

**15. DISQUALIFICATION OF BIDDERS**

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

**16. BASIS OF AWARD**

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. 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. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. 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.

**17. PROFESSIONAL LICENSES- (N/A)**

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 C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

**18. WAGE CLAUSE**

Pursuant to 102-413, 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.

**19. 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 from the user department. 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 unless earlier terminated pursuant to the termination provisions of the contract.

**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 and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the

execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

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. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND CONTRACTING**

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County's Non Discrimination in Contracting and Procurement.

**22. 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 be 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.

**23. 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.

**24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, 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. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

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>.

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

**25. 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".

**26. TERM OF CONTRACT**

- a. The term of the Agreement shall be for a period of forty-five (45) days, or as may be amended under the Agreement to comprise the Agreement Time. Contractor shall commence the delivery within forty-five (45) days after receipt of Notice to Proceed and shall substantially complete the Work within forty-five (45) days from issuance of the Notice to Proceed and finally complete the delivery within forty-five (45) of issuance of the Notice to Proceed.

**b. Term Subject to Events of Termination**

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

**c. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**d. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. §36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**27. 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.

**28. AUTHORIZATION TO TRANSACT BUSINESS**

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

**29. KICKOFF CONFERENCE - (N/A)**

A kickoff conference may be held with the successful Bidder and all known Subcontractors at a time and place set by the County.

**30. SUBSTITUTIONS**

See Special Conditions.

**31. RIGHT TO PROTEST**

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

**32. BID GENERAL CONDITIONS**

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals 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 be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. 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.
10. 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).

**33. SUBMITTALS**

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	<b>Bid Submittal Check Sheet</b>	<b>Check (√)</b>
1.	<b>Georgia Security and Immigration Contractor Affidavit(s) and Agreements</b>	
2.	<b>Georgia Security and Immigration Subcontractor Affidavit(s)</b>	
3.	<b>Bid Form w/Pricing Sheets</b>	
4.	<b>Acknowledgment of Addenda</b>	
5.	<b>Bid Bond (N/A)</b>	
6.	<b>Non-Collusion Affidavit</b>	
7.	<b>Certificate of Acceptance of Request for Bid</b>	
8.	<b>Georgia Utility Contractor's License (N/A)</b>	
9.	<b>Georgia General Contractors License (N/A)</b>	
10.	<b>Georgia Professional License</b>	
11.	<b>Certificate Regarding Debarment</b>	
12.	<b>Disclosure Form and Questionnaire</b>	
13.	<b>Office of Contract Compliance Requirements (submitted in a separate envelope)</b>	
14.	<b>Proof of Insurance Coverage</b>	

**END OF SECTION**

**BID FORM**

Submitted To: Fulton County Government

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

For: **15ITB94207C-DR, TRAFFIC MESSAGE BOARD FOR WOLF CREEK**

Submitted on \_\_\_\_\_, 2014.

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

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

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

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.

**BASE BID AMOUNT**

**PRICING FORMS**

Ln#	Descriptions	Qty	Unit Price	Total
1	Trailer mounted solar powered portable full matrix dynamic message sign	3	\$_____/board	\$_____/total
2	Training: Provide 3 bounded operations and 24 hours onsite training	1		\$_____
3	Warranty: Five (5) years bumper to bumper warranty and ten (10) years solar panels warranty		\$_____/year	\$_____/total
4	Total Bid Price (from 1 to 3)			\$_____

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

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

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

Signed by: \_\_\_\_\_

**[Type or Print Name]**

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

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

\_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**END OF SECTION**

## SECTION 4

### SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

#### **General Description:**

Trailer mounted solar powered portable full matrix dynamic message sign. Display panel and supporting structure for the sign display panel, a photovoltaic array, a battery power supply, an energy management system control unit and an electronic control console, all mounted on a heavy duty trailer frame.

Meet or exceed the standards for Portable Changeable Message Signs as listed in the U.S. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).

- Visibility up to 1 mile and Legibility up to 1/2 mile.
- Minimal glare from sunlight and headlights.
- Continuous, uninterrupted operation on solar power.

#### **Dimensions**

- Length Overall - 180 in.
- Width Overall - 92 in
- Sign in transport position - 103 in
- Sign in operating position - 162 in
- Ground clearance, minimum - 13

#### **Operations:**

- Temperature, operating and storage - -40 degrees F to 185 degrees F
- Relative Humidity - 20% to 98%, non-condensing
- Operating position at maximum height with outriggers in place - 80 MPH sustained
- Electrical Interference - Unaffected by RFI (Radio Frequency Interference) and EMI (Electromagnetic Interference).

#### **Trailer Chassis:**

Trailer frame shall be constructed of welded 7 Gauge (3/16-inch) CNC formed steel plate and structural steel tubing with 3 x 5 x 3/16 inch structural steel tubing extending from the sign mast mounting frame cross members (2 x 4 x 11 gauge tubing) forward to the coupler/brake actuator. Tongue shall be braced with diagonal 2 x 4 x 11 gauge tubing extending outward from the forward section of the tongue at 45 degrees, rearward to the front main cross member. Trailer shall be equipped with a 7 Gauge (3/16-inch) CNC formed steel plate rear cross member to provide support for sign panel and protect structure against rear end collisions. Trailer frame shall be equipped with tie down points to facilitate securing unit to utility trailer or truck deck for transport.

Trailer shall be equipped with an independent suspension, torsion-type #10 axle with either hydraulic surge or electric brakes. Axle load capacity shall be set to 3,400 pounds. Axle wheel spindles shall be equipped with grease fittings to accommodate wheel bearing lubrication.

Hydraulic surge brake actuator or electric brake actuator shall be equipped with an emergency break-away cable to automatically set the trailer brakes in the event of a coupler separation from the tow vehicle

Trailer shall be equipped with an adjustable height coupler mount capable of accepting either a 2-inch ball or a 3-inch pintle ring coupler, both with minimum capacity ratings of 5,000 lbs. Trailer shall be equipped with 36" long 1/4-inch safety chains with snap-type hooks for secure attachment to tow vehicle hitch. All trailer hitch components shall comply with SAE J684 standards for Class II (2) trailers.

Trailer chassis and superstructure shall be completely cleaned and de-burred prior to finishing. All metal surfaces shall be prepared for finishing using an iron phosphate wash-down process. An epoxy primer shall be applied to a dry film thickness of 2.5 mils. A high gloss federal safety orange aliphatic acrylic urethane finish shall be applied to a dry film thickness of 2.5 mils.

Trailer shall be equipped with sealed flush-mounted combination stop, tail, turn lights, and with flush-mounted front and rear side marker lights. It shall be equipped with a rear center identification light bar and shall be equipped with a lighted license plate holder. Wiring harness shall be completely sealed and water resistant.

Trailer shall be equipped with unbreakable, molded, solid color, UV-stabilized HDPE (High Density Polyethylene) fenders, completely closed on the inner side to protect trailer frame. Fenders shall be secured to trailer frame with zinc-plated steel thread forming screws and fender washers so as to facilitate easy repair or replacement.

Trailer shall be equipped with four swivel type screw Leveling Jacks with minimum capacity rating of 2,000 pounds, mounted at each corner of the trailer frame. The outrigger jacks shall be capable of lifting the trailer frame so trailer wheels and tires can be removed for additional security. It shall be constructed such that the outrigger jacks are protected by 7 Gauge (3/16-inch) CNC formed steel plate guards when the jacks are in the travel position to prevent damage to jacks during transport.

Tires shall be ST225/75R15 Load Range C. Wheels shall be 15-inch x 6-inch, 5-lug pattern (4 1/2-inch bolt circle), white spoke dress wheel. Wheels and tires shall be sized in accordance with load requirements of trailer and axle.

### **Sign Support:**

Sign panel shall be attached to a telescoping mast assembly to facilitate raising and rotating the display panel from the transport position to the operating position safely and quickly by an unassisted operator. The mast shall consist of a lower assembly and an upper assembly with a hydraulic cylinder mounted inside to provide for raising and lowering the message display panel. A hydraulic power unit, mounted inside a lockable, weather-resistant, molded HDPE (High Density Polyethylene) enclosure, shall provide sufficient flow to raise the sign panel to the full operating position in less than twenty (20) seconds. The hydraulic power unit shall be equipped with a manual bypass dump valve to permit lowering of the mast in the event of a hydraulic control valve failure or total loss of electrical power.

The lower mast shall be fabricated from 6 x 6 x 3/16-inch structural steel tubing inserted through a 5/16-inch steel plate secured to the trailer frame with eight 5/8-inch diameter steel bolts. The lower mast assembly shall be reinforced with 5/16-inch steel gusset plates located below the trailer deck. The upper mast shall be fabricated from 8-inch structural steel round tubing.

The mast assembly shall be equipped with a dual cam locking mechanism located at the bottom of the upper mast. The dual cam locking mechanism shall secure the message display panel in the appropriate viewing position. The locking cam mechanism shall

automatically tighten to resist turning in windy conditions. Friction type (disc or band brake) locking mechanisms are not acceptable as slippage can occur in high wind conditions.

The message display panel support mechanism shall be capable of being rotated through 360 degrees and locked into position, at any angle. The message display panel rotation locking mechanism shall permit the operator to lock the message display into position, safely, at ground level, prior to elevation to full operating height. The message display panel shall be equipped with a sighting device to facilitate proper alignment during setup.

The upper and lower mast assemblies shall be equipped with Nylatron wear pads to provide for smooth easy movement and to avoid metal to metal contact. The message display support mast shall be capable of extended operation without lubrication. Nylatron wear pads shall be adjustable to compensate for normal wear.

The Message Display panel support structure shall be of non-welded, modular construction to facilitate quick easy repair in the event of accidental damage. It shall be secured to a steel superstructure with stainless steel hardware and nylon spacers to minimize the effects of corrosion.

All mounting hardware shall be locking-type and heavy gauge steel cradles equipped with rubber bumpers and HDPE wear pads shall securely support sign panel against vertical and lateral movement during transport. No locking pins or latches will be permitted. Sign panel shall automatically lock into the transport position, without operator intervention, when the sign panel upper mast is fully retracted.

### **Message Display Panel**

Width Overall - 126 inches

Height Overall - 76 inches

Depth Overall - 6 inches

The message display panel case shall be constructed of heavy duty aluminum extrusion secured at each corner by a molded, fiberglass-reinforced plastic corner and black powder coated stainless steel torx head screws and nylon insert locknuts. The back of the message display panel case shall be constructed of aluminum sheet bonded and riveted to the case frame. The interior of message display panel case shall be equipped with fabricated extruded aluminum channels to reinforce the display case and to support internal wiring and cables.

The panel case shall be equipped with a minimum of eight breather filter vents, designed to allow the flow of vapor but not fluid, located at the top and bottom of the case to provide adequate ventilation to minimize condensation and fogging of the display panel door.

The display panel door shall be constructed of heavy duty extruded aluminum secured at the corners with glass fiber reinforced molded plastic inserts and black powder coated stainless steel torx head screws and nuts. The door shall fit within a flange around the perimeter of the message display panel case frame to provide for a secure weatherproof enclosure. A rubber seal shall be located inside of the flange on the case frame to provide water tight and dust tight closure.

The message display panel shall be enclosed over the display area by a 3/16-inch thick clear UV resistant, scratch resistant, acrylic coated polycarbonate material with a non-glare outer surface to reduce reflection of ambient light and oncoming vehicle head

lamps. The polycarbonate material shall be secured in the door frame with an extruded rubber U-channel to provide a cushioned, weatherproof seal.

The message display panel door shall be secured in the open position for servicing by a pair of zinc-plated steel telescoping lid supports equipped with automatic latches. The door supports shall be located completely inside of the display panel housing, protected from weather. The door shall be secured in the closed position with adjustable, positive locking, stainless steel draw latches. The message display panel door and case shall be equipped with stainless steel locking hasps capable of accepting standard padlocks to secure the door in the closed position.

Message display panel case and door shall be completely cleaned and de-burred prior to finishing. All metal surfaces shall be prepared for finishing using an iron phosphate wash-down process. A wash primer shall be applied to all prepared metal surfaces prior to applying final finish. A matte black acrylic urethane finish shall be applied to a dry film thickness of 2.5 mils.

### **Message Display:**

The message display area shall be approximately 120 inches in width by 70 inches in height. The display area shall consist of a continuous (full) matrix of 48 pixels or dots in width by 27 pixels in height. The pixels or dots shall consist of three (3) LEDs (Light Emitting Diodes) arranged in a triangular pattern so as to produce the appearance of a round image or dot at normal viewing distances. The display color shall be amber (592 nanometer wavelength). The display shall produce brightness greater than 10,000 candelas per square meter at maximum intensity. The display shall produce a minimum viewing angle of 24 degrees standard, with consistent intensity and color across the entire display panel. The message display shall be capable of displaying one, two, three or four lines of alphanumeric characters or text with a nominal character height ranging from a minimum of 13 inches to a maximum of 52 inches.

The message display panel shall be capable of displaying three lines of text with a minimum of three pixels (7.5 inches) between lines and shall also be capable of displaying graphic images and symbols using the full 48 pixel width and 27 pixel height.

### **Display Module:**

Display modules shall be mounted in the sign panel using captive 1/4-turn wing-head fasteners to permit quick, easy module replacement without the need for any tools. Display modules shall be mounted on rubber cushions to provide shock absorption during transport and to accommodate thermally-induced expansion and contraction of message display panel during operation. Display module control circuitry shall include a fail-safe watchdog timer to automatically monitor the performance of the display module and provide a reset / restart command to the on-board microcontroller in the event of any disruption of normal operation.

Module control circuitry shall be designed to accommodate "hot swapping" - exchange of display modules while sign is operating. The message display shall consist of an array of identical display modules capable of functioning in any position without the need for switch or jumper setup or special programming. Modules and message display panel shall accommodate complete service and exchange of display modules without the need

for any tools and shall be equipped with locking-type electrical / electronic connectors to provide secure, reliable operation while permitting quick, easy service and repair of message display.

### **Cables and Wiring:**

All message display panel wiring and cables shall be equipped with modular power and signal connectors to permit repairs without the need for any tools. All power circuit connectors shall use tin or silver plated contacts. All signal circuit connectors shall use gold plated or gold flashed contacts. All system wiring, power and signal, shall consist of marine grade wire and cable, with multi-stranded tin-plated conductors. All power and sign panel signal wiring and cables shall be installed in nonmetallic, flexible, liquid tight conduits. All conduit fittings shall be installed with rubber sealing rings to maintain weatherproof characteristics.

### **Main Control Console:**

Control console shall be enclosed in a weather resistant, lockable, molded HDPE (High Density Polyethylene) enclosure secured to the trailer chassis. The console shall be completely sealed to accommodate operation in all types of weather. The Control console shall be mounted on heavy duty slides which allow the control console to slide up and pivot into a position enabling the operator to program the unit while facing traffic from a comfortable standing position. A controller location which requires the operator to stoop, bend or kneel for operation such that the operator cannot see approaching traffic shall not be permitted. Slide mechanism shall permit quick, easy removal of control console without the need for any tools. Control console power and control cables shall include sealed, locking-type connectors to permit quick, easy removal of control console without the need for any tools. The control console front panel shall consist of a backlit full color LCD (liquid Crystal Display) with integrated industrial grade touch-screen, sealed and waterproof, to provide a reliable and user-friendly interface for the operator under any weather condition.

### **General Operation:**

The Control console shall provide for full local and remote via integrated GSM cellular transceiver and antenna control of the dynamic message sign including dynamic message sign geographic location monitoring. Control console shall include all necessary hardware and software to operate the dynamic message sign locally via integrated full color LCD display and touch-screen and remotely by the integrated GSM cellular transceiver and antenna. Full remote control including GPS mapping via internet accessible server based remote control software shall be included free of charge for a minimum of five full years from date of purchase (i.e. cellular service shall be included for 5 years from date of original purchase).

The control console, in conjunction with the message display panel, shall have the capability of monitoring and detecting sign panel communication loop failures. In the event of a sign panel communication loop failure, the control console, in the case of soft errors (temporary disruption of message display), shall have the ability to correct the failure immediately and in the case of hard errors (hardware failure), shall have the ability to completely blank the sign panel so as to prevent the display of incorrect and/or potentially misleading messages. The control console and the message display panel,

shall have the capability of continuously and dynamically (as well as on command) testing and reporting the operational status of each and every individual pixel in the sign panel. Nonoperational pixels shall be indicated as such on both local and remote user interfaces. Control console shall have the capability of reporting complete sign panel operational status remotely (including web access, NTCIP, and UTMC). Additionally, control console shall have multiple diagnostic modes (manual & automatic with both local and remote controls) for troubleshooting sign panel (including a graphical representation of all modules with non-operational pixels) to enable an operator to quickly track down and replace faulty display modules in the sign panel.

The control console embedded CPU shall incorporate an ARM based microprocessor design to insure future hardware and software compatibility through upgrades provided by manufacturer free for life of the machine. Operating system shall be Linux based and include multiple watchdog timers to ensure automatic system restarts in the event that any critical function stops working properly or Communication with remote control servers is interrupted. Console shall be capable of connection to any standard IBM or compatible desktop or portable lap-top computer via a standard serial interface (COM) or Ethernet port to facilitate routine service or repair, extensive diagnostics, and the analysis of user files or operating programs. Console shall be equipped with at least one USB port, one Ethernet port, two (2) serial ports (DB-9 connector), two (2) digital outputs, six (6) digital inputs, and two (2) analog inputs. The control console shall be capable of simultaneously driving more than one sign panel for dual sign panel installations. The operating processor, firmware and software shall be field upgradeable with a standard USB flash-drive or remotely upgradeable over an IP addressable network connection - wire-line or wireless via IP addressable modem. Additionally, upgrades shall be provided by manufacturer free of charge for life of machine and automatically applied via integrated GSM cellular transceiver and included remote control service for 5 full years from date of original purchase.

Full color LCD display shall be equipped with an automatic backlight with automatic dimming capability to accommodate both direct sunlight daytime and low ambient light level night time operation. Backlighting shall automatically activate upon any touch-screen activity and remain on for five minutes following the last touch-screen activity. Additionally, an automatic log-out feature shall be incorporated to insure security of the unit when left unattended. Automatic log-out feature shall be capable of being disabled by the operator as desired (i.e. for vehicle mounted applications). Main power to the sign panel and the control console shall be controlled by a combination switch and circuit breaker in order to provide electrical protection without the need for fuses. All connections to controller and Energy Management System shall be made with locking type quick disconnect connectors. The use of fuses and/or terminal strips for connections shall be strictly forbidden.

### **Programming:**

The control console shall provide an intuitive icon-driven graphical user interface (GUI) along with step by step instructions to the operator, via the LCD display, as the various programming functions are performed, for simple easy programming and operation. On-screen help files shall be included in all languages. Control console shall support a minimum of six (6) standard operating languages (English, Spanish, French, Dutch, German and Portuguese) and four (4) standard keyboards (English, French, Portuguese/Spanish, and Arabic) along with associated font sets. Controller shall be

capable of being setup for either a Standard US DOT, Power-Miser US DOT, Standard US 3-Line DOT, French Canadian, Ontario MTO-2, Quebec Road Safety, MTQ, or an International font set by an operator with Administrator access to prevent unauthorized use of inappropriate fonts by operators with User access.

Console shall be capable of storing all messages in alphabetical order by the first letter of the first word of the name assigned to the message to permit quick recall of messages without the need for maintaining a numeric listing of pages and/or messages. Messages shall be automatically named and sorted any time messages are added to or deleted from the library. Messages requiring any form of a lookup table/directory are not acceptable. The console shall accommodate a minimum of fifty (50) full alphanumeric passwords each providing one of four levels of access to various control console functions. Each password shall allow access to only the functions required by that particular dynamic message sign operator. The four levels of access are as follows:

**Quick-Picks** Select from up to six (6) pre-programmed messages with no programming required. Simply touch a message for display. No access to any permanent data files. User Menu Create, Edit, Delete, Save, Display, and Schedule messages. Create, Assign and Edit Quick-Picks. Check System Status and perform basic diagnostics.

**Supervisor Menu** All User Menu Functions; create and delete Quick-Picks and User passwords. Set system operating parameters.

**Administrator Menu** All Supervisor Functions; create and delete Administrator and Supervisor passwords. Set controller operating parameters

The control console shall be capable of displaying a message on the message sign display panel during such time as the operator may be adding, editing or deleting messages from the control console user files. Blanking of the message sign display panel during normal operator activity is considered unsafe and prohibited.

The console shall be capable of monitoring ambient light conditions and making appropriate adjustments to the intensity of the sign panel to maintain an acceptable display contrast during all ambient lighting conditions. The control console shall provide a minimum of sixteen (16) intensity levels between minimum and maximum display brightness. An operator with Supervisor access shall be capable of adjusting the upper and lower photocell set-points as to adjust the overall range for the automatic brightness control to accommodate any local variations in ambient lighting. Manual control of sign panel intensity shall be provided as well enabling an operator with Supervisor access to override automatic sign panel intensity control and set sign panel intensity manually from 1% to 100% in 1% increments. Control console shall be equipped with a Scheduler that utilizes a real time clock and calendar feature to accommodate automatic, unattended changing of messages at predetermined dates and times. Scheduler shall support unique, single event schedules along with recurrent schedules such that messages may be easily scheduled for daily, weekly or monthly repetition. Recurrent schedules shall be capable of incorporating a start and stop date as desired. Scheduler shall also be capable of displaying messages based upon data driven events such as input from a radar gun, photocell, battery voltage, temperature and/or switch closures (up to six). Data driven events shall also be capable of being restricted to specific dates and times. Scheduler shall incorporate a priority system for resolution of conflicting schedules and/or events to permit one schedule/event to override another based upon level of

importance (i.e. priority). Additionally, the control console shall have the capability to create and display on the sign panel an Override Message that takes priority and overrides all programmed Schedules and Events until cleared to enable an operator to display a message continuously on the sign panel regardless of programmed schedules and/or events. Control console shall provide special function buttons to provide access to common user functions in a single step including (from the main log-on screen) Managing Messages, Scheduling Messages, Blanking the Sign Panel, creating an Instant Message, and selecting from Quick Picks.

The console shall provide a system status page that enables an operator to quickly and easily determine the unit's current time, date, photocell reading, photocell set-points, battery bank voltage, battery bank current, solar array voltage, solar array current, temperature, MAC address, IP address, run-time since last re-boot, current run-time (resettable timer), lifetime run-time, and serial modem type along with modem signal strength and quality, latitude & longitude and sign panel heading.

The console shall be capable of storing a minimum of 5,000 messages, each message capable of accommodating a minimum of 500 pages text or graphic images and shall provide a minimum of twelve (12) font sizes with full uni-code support for each font including an adaptive font that automatically and dynamically sizes text to fit on a page as it is typed such that the largest font is always used for a given amount of text on a page to ensure maximum visibility and legibility. One of the included font sizes shall be a standard 5x7 DOT pixel font.

The control console shall be capable of page display times from 0.1 seconds to a minimum of 99 seconds in 0.1 second increments and shall be capable of displaying messages in a preview screen, during message creation, editing or selection, exactly as they will appear on the message display panel including an exact graphical representation of all non-operational/failed pixels on sign panel.

Console shall permit the editing of messages that are currently being displayed, showing the revised message as soon as message editing has been completed and enable an operator to create copy, add/insert, move about, edit and delete/remove pages to/from a message dynamically during message creation and/or editing. It shall not be necessary to create pages first and then assemble the pages into a message. Control console shall have the ability to insert pages and/or messages from a master library into a new message and move them about within the message. Control console shall also accommodate the creation and editing of graphic images directly from the GUI during message creation. Additionally, control console shall provide the operator with the ability to easily flash a page within a message, flash a line(s) within a page and/or add static or dynamic arrows/chevrons to a page within a message through the use of page annotations. Control console shall have the capability if enabled by an operator with Supervisory access to create pages with scrolling text.

Control console shall provide a selection of standard highway work zone sign graphic images, including but not limited to: flagman, fixed left and right arrow images, moving or sequential left and right arrow images, and moving or sequential left and right chevrons, etc.

The control console shall provide the capability to display Battery Bank Voltage to 0.1 Volt accuracy, Battery Bank Current to 0.1 Amp accuracy, Solar Array Voltage to 0.1

Volt accuracy and Solar Array Current to 0.1 Amp accuracy directly on the control console display. Console shall have the capability to calculate and display an estimated run-time based on current battery bank status and historical system energy (generation vs. consumption) trends to provide the operator with an estimated number of days system is capable of operating prior to shutting down on a low-battery condition.

Control console shall provide for a user selectable low-battery-voltage caution message when the battery voltage drops to a user specified level (above the low-battery automatic shutdown voltage). The low-battery-voltage caution message shall be user programmable by an operator with Supervisor access. Additionally, control console shall incorporate a feature know as Adaptive Blanking that will as necessary, based upon current battery bank voltage and/or recorded battery bank voltage trends, automatically insert variable length blanks between pages (0.25s to 0.50s) of messages to reduce overall power consumption and extend run-time. An operator with Supervisory access shall be capable of either enabling or disabling the Adaptive Blanking feature. Control console shall be equipped with three (3) Run-Time counters: an Up-Time counter that indicates total number of days, hours and minutes since last re-boot, a Current Run-Time counter that indicates total hours of operation since last reset of the counter (resettable run-time counter), and a Lifetime Run-Time counter that indicates total hours of control console operation (non-resettable).

Control console shall include the ability to reset the Current Run-Time counter, Message Library, Scheduler, and all Factory Settings automatically, individually or all at once through performing a variety of Master Resets which will clear all memory and reset all settings to original factory set-points.

GSM transceiver shall support both dynamic and static IP address network connections along with direct serial communications to support legacy NTCIP installations. Control console shall provide a method for setting a battery offset and temperature offset to calibrate battery voltage and temperature readings.

Control console shall be NTCIP compatible and the following NTCIP standards must be supported:

- NTCIP 1201 (v3.15r) - Global Object Definitions
- NTCIP 1203 (v2.39b) - Object Definitions for Dynamic Message Signs
- NTCIP 2101 (v1.19) - Subnetwork Profile: PMPP over RS232
- NTCIP 2104 (v1.11) - Subnetwork Profile: Internet
- NTCIP 2201 (v1.15) - Transport Profile: Transportation
- NTCIP 2202 (v1.05) - Transport Profile: Internet

Unit shall support an administrator community string along with 255 other communities. Each community shall be capable of being assigned read-only or read-write access. Unit shall support up to 65,535 user-defined permanent messages. Unit shall support a configurable number of changeable (persistent) messages. This number shall be configurable between 1 and 65,535, and shall default to 32. Unit shall support a configurable number of volatile non persistent messages. This number shall be configurable between 1 and 65,535, and shall default to 32. Each message shall support at least 16 pages. Unit shall support a scheduler with support for up to 16 schedule, 16 day plans, and 96 day plan events. Unit shall support at least 255 graphics via the monochrome 1 bit color scheme. Unit shall support a configurable number of user-

definable fonts. This number shall be configurable between 1 and 127, and shall default to 32.

### **Web-Interface and Smart-Phone Control:**

Control console shall function as a Web-Server which enables an authorized operator via user name and password access through any standard Web-Browser to:

- Create a unique Web-Name for the unit for browser ID
- View the current status of the unit to include current message displayed on sign panel, battery voltage, photocell reading, date & time, and NTCIP control status
- Blank the unit's sign panel
- Select, preview, edit and activate any message from the unit's message library
- Create, edit, preview and activate a new multi-page text message (up to 6 pages)
- Turn NTCIP control on/off if NTCIP control is enabled on control console Access to the Web-Server shall be through any standard web browser over a standard network connection

and /or public IP address. Access shall be protected by a user name and password created by the operator through the manufacturer's proprietary remote control software to ensure security is maintained at all times. The Web-Server shall be capable of being controlled manufacturer's remote control software. Web-Access to the control console shall not require access to a central server. All access to the Web-Server shall be logged and recorded.

### **Power System:**

Operating Voltage - 12 Volts DC nominal. Operating Energy Requirement - approx. 30 Amp Hours per day nominal at Spring or Fall Equinox. Main Power Switch - Main power switch shall be a combination switch and electromagnetic thermal circuit breaker to provide complete electrical system protection without the inconvenience of conventional fuses. Main power switch shall be splash proof and weather resistant.

Energy capacity; 1,560 Amp Hours nominal (12 batteries). Sufficient energy capacity to operate the message sign, displaying typical three-line normal size character messages for greater than thirty (30) days, without any energy input from the solar array. Battery / Equipment Compartments shall be constructed of molded HMWPE (High Molecular Weight Polyethylene), color impregnated with Federal Safety Orange with 0.5% UV stabilizer added to prevent fading. Compartments shall be designed to completely contain spills from a failed or damaged battery case. Compartments shall be capable of supporting an operator standing on top of the battery / equipment compartment to service unit. Compartments shall be designed such that the lid automatically latches in the closed position and holds the batteries in place. Lid shall be capable of being locked in the closed position with a standard padlock. Lid shall be secured to compartment by an integral plastic hinge that permits the lid to be completely removed from the compartment for service. Lid on the compartment containing the control console shall be automatically supported in the open position by a telescoping lid support. Compartments shall be designed to provide adequate ventilation for the batteries during charging yet prevent the ingress of water during use or transport and each compartment shall be capable of housing four (4) BCI Group GC-2 batteries.

### **Solar Array:**

Photovoltaic module type - Single crystal (mono crystalline) silicon; number of solar cells per module – 36 solar array power output: 320 Watts minimum. 4 Solar arrays shall tilt down for fast, easy cleaning and maintenance. Solar array energy output shall be sufficient to operate the changeable message sign, under normal operating conditions, with the solar array in a flat, horizontal position. It shall not be necessary to tilt or rotate the solar array to provide sufficient energy output from the solar array to operate the message sign continuously. Photovoltaic module junction boxes shall be equipped with watertight strain reliefs at all cable entry points.

All power and control wiring and cables shall be in nonmetallic, flexible, liquid tight conduits. All conduit fittings shall be sealed at bulkheads or enclosure entry points. All wiring shall be marine grade, multi-strand, tin-plated copper with PVC insulation rated for outdoor use. All power system wire terminals shall be tin-plated copper to minimize the effects of galvanic corrosion.

Main power wiring shall be 8 AWG minimum. Battery terminations shall consist of 5/16-18 UNC marine stud with stainless steel split lock washer and hex nut with 5/16 tin-plated copper ring terminal. Solar panel terminations shall consist of stainless steel screws with #8 tin-plated copper snap spade terminals. All other terminations shall consist of locking-type quick-disconnect connectors with tin-plated terminals for power connections and gold-plated terminals for signal connections. Terminal strips, screw or compression type connectors are not permitted.

A solar energy management system control unit shall include a completely solid state charge controller capable of operating in an outdoor environment. No mechanical or electromechanical switching to control charging current is permitted. All wiring connections to the energy management system control unit shall be made with locking type multi-pin connectors to facilitate quick, easy servicing of the control unit without the need of any tools. Electrical connections shall include an auxiliary 12-Volt power connection to provide power for accessory devices. Energy management system control unit shall monitor solar array voltage, solar array current, battery voltage, battery current and ambient temperature. Energy management system control unit shall regulate energy flow from the solar array into the battery bank based on ambient temperature so as to avoid over charging of the batteries and minimize the consumption of electrolyte. The energy management system control unit shall provide for the controlled periodic pulsing of the solar array current to assist in minimizing sulfate deposit buildup on the battery plates. The management system control unit shall provide for remote monitoring of the battery bank voltage, at the terminals of one of the batteries, to assist in optimizing the transfer of power into the battery bank. The system control unit shall be equipped with a 2-line by 16-character LCD displaying sequentially, solar array voltage, solar array current, battery voltage, and battery current. In addition, the energy management system control unit shall display a low battery voltage warning message whenever the battery bank voltage drops below 10.9 Volts. Energy management system control unit shall automatically switch current to the message sign off whenever the battery bank voltage drops below 10.7 Volts to prevent damage to the battery bank due to over-discharging the batteries. The control unit shall provide for automatic reverse polarity protection, including reverse polarity indicator lamps, for the solar array and the battery bank. Energy management system control unit shall provide for automatic fault protection

without the need for fuses. The use of fuses for fault protection shall not be permitted. Energy management system shall monitor and report to control console battery bank voltage, battery bank load current, solar array voltage and solar array charge current once every fifteen (15) seconds. The system shall have an integrated watchdog timer that is continuously reset by the control console during normal operations such that if the control console were to become unresponsive due to a software failure/lockup, upon expiration of the timer the energy management system will completely power down and re-start the entire system (including control console and all accessories such as modem, sign panel compass, etc.) in an attempt to recover the system from a temporary software failure/lockup.

**Documentation and Training:**

Provide three (3) bounded operations, maintenance assembly diagrams and parts lists manual twenty-four (24) hours onsite training on setup and operation, programming, maintenance, troubleshooting and repairs.

**Warranty:**

Five (5) years bumper to bumper warranty and ten (10) years solar panels warranty.

**Service:**

The successful bidder must have an authorized repair facility located within a sixty (60) miles radius of Zip Code 30336 with qualified technicians that capable of providing spare parts and maintenance.

## SECTION 5

### INSURANCE AND RISK MANAGEMENT PROVISIONS

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

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of a specific policy 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. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

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

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

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence - General Aggregate -	\$1,000,000 \$2,000,000
Products\Completed Operations Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury Limits	-	\$1,000,000
Damage to Rented Premises Limits	-	\$100,000
<b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>		
<b>Combined Single Limits (Symbol 1)</b> (Property Damage and Bodily Injury)	Any One Accident -	\$1,000,000
<b>4. UMBRELLA LIABILITY</b>		
(In excess of above noted coverages)	Each Occurrence -	\$1,000,000

**Certificates:**

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, Its Employees, Servants and Agents 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 Contractor/Vendor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as Additional Insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85, its equivalent or on a blanket basis. This insurance 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, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

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

Such certificates and notices shall be sent to:

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

**Important:**

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

**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the

application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

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

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

DATE: \_\_\_\_\_

## 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/Proposal Requirements
- Form C: Professional License Certifications (**not applicable**)
  - Form C1 – Georgia Utility License Contractor License (**N/A**)
  - Form C2 – Georgia General Contractors License (**N/A**)
  - Form C3 – Georgia Professional License
- 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 102-397, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(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: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL  
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) # \_\_\_\_\_, 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 C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION (N/A)**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

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 C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION (N/A)**

Contractor's Name: \_\_\_\_\_

General Contractor's 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 C3: 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 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

##### ***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.

##### ***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 Section 102-431) 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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(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 has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One:                    YES                    NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One:                    YES                    NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

Circle One:                      YES                      NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty or 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 \_\_\_\_\_, 20\_\_

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

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

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

**Sworn to and subscribed before me,**

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

\_\_\_\_\_  
(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<sup>1</sup> 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\*,<sup>2</sup> 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 Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[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].

**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<sup>3</sup> 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\*,<sup>4</sup> 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 Subcontractor 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 \_\_\_\_\_, 20\_\_.

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

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

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

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[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].

## SECTION 7

### 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 1

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 2

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																		
<b>TOTAL</b>																		

FIRMS'S NAME  
ADDRESS  
TELEPHONE

This completed form is for (Check only one):

Submitted by:

\_\_\_\_\_ Bidder/Proposer \_\_\_\_\_ Subcontractor

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

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

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

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

**ITB 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 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 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 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>Financial Name</u>	<u>Race</u>	<u>Supervision Sex</u>	<u>Decisions</u>	<u>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 \_\_\_\_\_, 20\_\_\_\_, 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.

**EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT**

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	
<b>FROM:</b>		<b>PROJECT NUMBER:</b>	
<b>TO:</b>		<b>PROJECT LOCATION:</b>	

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

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

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

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

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

(Signature)

(Printed Name)

Notary: \_\_\_\_\_ Date: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**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) 612-6300, 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: \_\_\_\_\_

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 8 GENERAL CONDITIONS

### **DEFINITIONS**

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager shall mean the individual designated in writing, by the Director of the Facilities and Transportation Services Department as the Construction Manager.

Contractor shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Detention Equipment Contractor ("DEC") – Any legally chartered business entity whose primary activity is the supply and/or installation of detention hardware equipment and related systems.

Director - Director of the Facilities and Transportation Services Department of Fulton County, Georgia or the designee thereof.

Engineer of Record – Hellmuth, Obata, Kassabaum, Inc., in conjunction with SafeTech Engineering developed the specifications and drawings referred to herein.

Final Completion shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products shall mean materials or equipment permanently incorporated into the work.

Program Manager - Not used in this contract. Delete all references.

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

**General Description:**

Trailer mounted solar powered portable full matrix dynamic message sign. Display panel and supporting structure for the sign display panel, a photovoltaic array, a battery power supply, an energy management system control unit and an electronic control console, all mounted on a heavy duty trailer frame.

Meet or exceed the standards for Portable Changeable Message Signs as listed in the U.S. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).

- Visibility up to 1 mile and Legibility up to 1/2 mile.
- Minimal glare from sunlight and headlights.
- Continuous, uninterrupted operation on solar power.

## **Dimensions**

- Length Overall - 180 in.
- Width Overall - 92 in
- Sign in transport position - 103 in
- Sign in operating position - 162 in
- Ground clearance, minimum - 13

## **Operations:**

- Temperature, operating and storage - -40 degrees F to 185 degrees F
- Relative Humidity - 20% to 98%, non-condensing
- Operating position at maximum height with outriggers in place - 80 MPH sustained
- Electrical Interference - Unaffected by RFI (Radio Frequency Interference) and EMI (Electromagnetic Interference).

## **Trailer Chassis:**

Trailer frame shall be constructed of welded 7 Gauge (3/16-inch) CNC formed steel plate and structural steel tubing with 3 x 5 x 3/16 inch structural steel tubing extending from the sign mast mounting frame cross members (2 x 4 x 11 gauge tubing) forward to the coupler/brake actuator. Tongue shall be braced with diagonal 2 x 4 x 11 gauge tubing extending outward from the forward section of the tongue at 45 degrees, rearward to the front main cross member. Trailer shall be equipped with a 7 Gauge (3/16-inch) CNC formed steel plate rear cross member to provide support for sign panel and protect structure against rear end collisions. Trailer frame shall be equipped with tie down points to facilitate securing unit to utility trailer or truck deck for transport.

Trailer shall be equipped with an independent suspension, torsion-type #10 axle with either hydraulic surge or electric brakes. Axle load capacity shall be set to 3,400 pounds. Axle wheel spindles shall be equipped with grease fittings to accommodate wheel bearing lubrication.

Hydraulic surge brake actuator or electric brake actuator shall be equipped with an emergency break-away cable to automatically set the trailer brakes in the event of a coupler separation from the tow vehicle

Trailer shall be equipped with an adjustable height coupler mount capable of accepting either a 2-inch ball or a 3-inch pintle ring coupler, both with minimum capacity ratings of 5,000 lbs. Trailer shall be equipped with 36" long 1/4-inch safety chains with snap-type hooks for secure attachment to tow vehicle hitch. All trailer hitch components shall comply with SAE J684 standards for Class II (2) trailers.

Trailer chassis and superstructure shall be completely cleaned and de-burred prior to finishing. All metal surfaces shall be prepared for finishing using an iron phosphate wash-down process. An epoxy primer shall be applied to a dry film thickness of 2.5 mils. A high gloss federal safety orange aliphatic acrylic urethane finish shall be applied to a dry film thickness of 2.5 mils.

Trailer shall be equipped with sealed flush-mounted combination stop, tail, turn lights, and with flush-mounted front and rear side marker lights. It shall be equipped with a rear center identification light bar and shall be equipped with a lighted license plate holder. Wiring harness shall be completely sealed and water resistant.

Trailer shall be equipped with unbreakable, molded, solid color, UV-stabilized HDPE (High Density Polyethylene) fenders, completely closed on the inner side to protect

trailer frame. Fenders shall be secured to trailer frame with zinc-plated steel thread forming screws and fender washers so as to facilitate easy repair or replacement.

Trailer shall be equipped with four swivel type screw Leveling Jacks with minimum capacity rating of 2,000 pounds, mounted at each corner of the trailer frame. The outrigger jacks shall be capable of lifting the trailer frame so trailer wheels and tires can be removed for additional security. It shall be constructed such that the outrigger jacks are protected by 7 Gauge (3/16-inch) CNC formed steel plate guards when the jacks are in the travel position to prevent damage to jacks during transport.

Tires shall be ST225/75R15 Load Range C. Wheels shall be 15-inch x 6-inch, 5-lug pattern (4 1/2-inch bolt circle), white spoke dress wheel. Wheels and tires shall be sized in accordance with load requirements of trailer and axle.

### **Sign Support:**

Sign panel shall be attached to a telescoping mast assembly to facilitate raising and rotating the display panel from the transport position to the operating position safely and quickly by an unassisted operator. The mast shall consist of a lower assembly and an upper assembly with a hydraulic cylinder mounted inside to provide for raising and lowering the message display panel. A hydraulic power unit, mounted inside a lockable, weather-resistant, molded HDPE (High Density Polyethylene) enclosure, shall provide sufficient flow to raise the sign panel to the full operating position in less than twenty (20) seconds. The hydraulic power unit shall be equipped with a manual bypass dump valve to permit lowering of the mast in the event of a hydraulic control valve failure or total loss of electrical power.

The lower mast shall be fabricated from 6 x 6 x 3/16-inch structural steel tubing inserted through a 5/16-inch steel plate secured to the trailer frame with eight 5/8-inch diameter steel bolts. The lower mast assembly shall be reinforced with 5/16-inch steel gusset plates located below the trailer deck. The upper mast shall be fabricated from 8-inch structural steel round tubing.

The mast assembly shall be equipped with a dual cam locking mechanism located at the bottom of the upper mast. The dual cam locking mechanism shall secure the message display panel in the appropriate viewing position. The locking cam mechanism shall automatically tighten to resist turning in windy conditions. Friction type (disc or band brake) locking mechanisms are not acceptable as slippage can occur in high wind conditions.

The message display panel support mechanism shall be capable of being rotated through 360 degrees and locked into position, at any angle. The message display panel rotation locking mechanism shall permit the operator to lock the message display into position, safely, at ground level, prior to elevation to full operating height. The message display panel shall be equipped with a sighting device to facilitate proper alignment during setup.

The upper and lower mast assemblies shall be equipped with Nylatron wear pads to provide for smooth easy movement and to avoid metal to metal contact. The message display support mast shall be capable of extended operation without lubrication. Nylatron wear pads shall be adjustable to compensate for normal wear.

The Message Display panel support structure shall be of non-welded, modular construction to facilitate quick easy repair in the event of accidental damage. It shall be secured to a steel superstructure with stainless steel hardware and nylon spacers to minimize the effects of corrosion.

All mounting hardware shall be locking-type and heavy gauge steel cradles equipped with rubber bumpers and HDPE wear pads shall securely support sign panel against

vertical and lateral movement during transport. No locking pins or latches will be permitted. Sign panel shall automatically lock into the transport position, without operator intervention, when the sign panel upper mast is fully retracted.

### **Message Display Panel**

Width Overall - 126 inches  
Height Overall - 76 inches  
Depth Overall - 6 inches

The message display panel case shall be constructed of heavy duty aluminum extrusion secured at each corner by a molded, fiberglass-reinforced plastic corner and black powder coated stainless steel torx head screws and nylon insert locknuts. The back of the message display panel case shall be constructed of aluminum sheet bonded and riveted to the case frame. The interior of message display panel case shall be equipped with fabricated extruded aluminum channels to reinforce the display case and to support internal wiring and cables.

The panel case shall be equipped with a minimum of eight breather filter vents, designed to allow the flow of vapor but not fluid, located at the top and bottom of the case to provide adequate ventilation to minimize condensation and fogging of the display panel door.

The display panel door shall be constructed of heavy duty extruded aluminum secured at the corners with glass fiber reinforced molded plastic inserts and black powder coated stainless steel torx head screws and nuts. The door shall fit within a flange around the perimeter of the message display panel case frame to provide for a secure weatherproof enclosure. A rubber seal shall be located inside of the flange on the case frame to provide water tight and dust tight closure.

The message display panel shall be enclosed over the display area by a 3/16-inch thick clear UV resistant, scratch resistant, acrylic coated polycarbonate material with a non-glare outer surface to reduce reflection of ambient light and oncoming vehicle head lamps. The polycarbonate material shall be secured in the door frame with an extruded rubber U-channel to provide a cushioned, weatherproof seal.

The message display panel door shall be secured in the open position for servicing by a pair of zinc-plated steel telescoping lid supports equipped with automatic latches. The door supports shall be located completely inside of the display panel housing, protected from weather. The door shall be secured in the closed position with adjustable, positive locking, stainless steel draw latches. The message display panel door and case shall be equipped with stainless steel locking hasps capable of accepting standard padlocks to secure the door in the closed position.

Message display panel case and door shall be completely cleaned and de-burred prior to finishing. All metal surfaces shall be prepared for finishing using an iron phosphate wash-down process. A wash primer shall be applied to all prepared metal surfaces prior to applying final finish. A matte black acrylic urethane finish shall be applied to a dry film thickness of 2.5 mils.

### **Message Display:**

The message display area shall be approximately 120 inches in width by 70 inches in height. The display area shall consist of a continuous (full) matrix of 48 pixels or dots in width by 27 pixels in height. The pixels or dots shall consist of three (3) LEDs (Light Emitting Diodes) arranged in a triangular pattern so as to produce the appearance of a round image or dot at normal viewing distances. The display color shall be amber (592 nanometer wavelength). The display shall produce brightness greater than 10,000 candelas per square meter at maximum intensity. The display shall produce a minimum viewing angle of 24 degrees standard, with consistent intensity and color across the entire display panel. The message display shall be capable of displaying one, two, three or four lines of alphanumeric characters or text with a nominal character height ranging from a minimum of 13 inches to a maximum of 52 inches.

The message display panel shall be capable of displaying three lines of text with a minimum of three pixels (7.5 inches) between lines and shall also be capable of displaying graphic images and symbols using the full 48 pixel width and 27 pixel height.

### **Display Module:**

Display modules shall be mounted in the sign panel using captive 1/4-turn wing-head fasteners to permit quick, easy module replacement without the need for any tools. Display modules shall be mounted on rubber cushions to provide shock absorption during transport and to accommodate thermally-induced expansion and contraction of message display panel during operation. Display module control circuitry shall include a fail-safe watchdog timer to automatically monitor the performance of the display module and provide a reset / restart command to the on-board microcontroller in the event of any disruption of normal operation.

Module control circuitry shall be designed to accommodate "hot swapping" - exchange of display modules while sign is operating. The message display shall consist of an array of identical display modules capable of functioning in any position without the need for switch or jumper setup or special programming. Modules and message display panel shall accommodate complete service and exchange of display modules without the need for any tools and shall be equipped with locking-type electrical / electronic connectors to provide secure, reliable operation while permitting quick, easy service and repair of message display.

### **Cables and Wiring:**

All message display panel wiring and cables shall be equipped with modular power and signal connectors to permit repairs without the need for any tools. All power circuit connectors shall use tin or silver plated contacts. All signal circuit connectors shall use gold plated or gold flashed contacts. All system wiring, power and signal, shall consist of marine grade wire and cable, with multi-stranded tin-plated conductors. All power and sign panel signal wiring and cables shall be installed in nonmetallic, flexible, liquid tight conduits. All conduit fittings shall be installed with rubber sealing rings to maintain weatherproof characteristics.

### **Main Control Console:**

Control console shall be enclosed in a weather resistant, lockable, molded HDPE (High Density Polyethylene) enclosure secured to the trailer chassis. The console shall be completely sealed to accommodate operation in all types of weather. The Control console shall be mounted on heavy duty slides which allow the control console to slide up and pivot into a position enabling the operator to program the unit while facing traffic from a comfortable standing position. A controller location which requires the operator to stoop, bend or kneel for operation such that the operator cannot see approaching traffic shall not be permitted. Slide mechanism shall permit quick, easy removal of control console without the need for any tools. Control console power and control cables shall include sealed, locking-type connectors to permit quick, easy removal of control console without the need for any tools. The control console front panel shall consist of a backlit full color LCD (liquid Crystal Display) with integrated industrial grade touch-screen, sealed and waterproof, to provide a reliable and user-friendly interface for the operator under any weather condition.

### **General Operation:**

The Control console shall provide for full local and remote via integrated GSM cellular transceiver and antenna control of the dynamic message sign including dynamic message sign geographic location monitoring. Control console shall include all necessary hardware and software to operate the dynamic message sign locally via integrated full color LCD display and touch-screen and remotely by the integrated GSM cellular transceiver and antenna. Full remote control including GPS mapping via internet accessible server based remote control software shall be included free of charge for a minimum of five full years from date of purchase (i.e. cellular service shall be included for 5 years from date of original purchase).

The control console, in conjunction with the message display panel, shall have the capability of monitoring and detecting sign panel communication loop failures. In the event of a sign panel communication loop failure, the control console, in the case of soft errors (temporary disruption of message display), shall have the ability to correct the failure immediately and in the case of hard errors (hardware failure), shall have the ability to completely blank the sign panel so as to prevent the display of incorrect and/or potentially misleading messages. The control console and the message display panel, shall have the capability of continuously and dynamically (as well as on command) testing and reporting the operational status of each and every individual pixel in the sign panel. Nonoperational pixels shall be indicated as such on both local and remote user interfaces. Control console shall have the capability of reporting complete sign panel operational status remotely (including web access, NTCIP, and UTMC). Additionally, control console shall have multiple diagnostic modes (manual & automatic with both local and remote controls) for troubleshooting sign panel (including a graphical representation of all modules with non-operational pixels) to enable an operator to quickly track down and replace faulty display modules in the sign panel.

The control console embedded CPU shall incorporate an ARM based microprocessor design to insure future hardware and software compatibility through upgrades provided by manufacturer free for life of the machine. Operating system shall be Linux based and include multiple watchdog timers to ensure automatic system restarts in the event that any critical function stops working properly or Communication with remote control

servers is interrupted. Console shall be capable of connection to any standard IBM or compatible desktop or portable lap-top computer via a standard serial interface (COM) or Ethernet port to facilitate routine service or repair, extensive diagnostics, and the analysis of user files or operating programs. Console shall be equipped with at least one USB port, one Ethernet port, two (2) serial ports (DB-9 connector), two (2) digital outputs, six (6) digital inputs, and two (2) analog inputs. The control console shall be capable of simultaneously driving more than one sign panel for dual sign panel installations. The operating processor, firmware and software shall be field upgradeable with a standard USB flash-drive or remotely upgradeable over an IP addressable network connection - wire-line or wireless via IP addressable modem. Additionally, upgrades shall be provided by manufacturer free of charge for life of machine and automatically applied via integrated GSM cellular transceiver and included remote control service for 5 full years from date of original purchase.

Full color LCD display shall be equipped with an automatic backlight with automatic dimming capability to accommodate both direct sunlight daytime and low ambient light level night time operation. Backlighting shall automatically activate upon any touch-screen activity and remain on for five minutes following the last touch-screen activity. Additionally, an automatic log-out feature shall be incorporated to insure security of the unit when left unattended. Automatic log-out feature shall be capable of being disabled by the operator as desired (i.e. for vehicle mounted applications). Main power to the sign panel and the control console shall be controlled by a combination switch and circuit breaker in order to provide electrical protection without the need for fuses. All connections to controller and Energy Management System shall be made with locking type quick disconnect connectors. The use of fuses and/or terminal strips for connections shall be strictly forbidden.

### **Programming:**

The control console shall provide an intuitive icon-driven graphical user interface (GUI) along with step by step instructions to the operator, via the LCD display, as the various programming functions are performed, for simple easy programming and operation. On-screen help files shall be included in all languages. Control console shall support a minimum of six (6) standard operating languages (English, Spanish, French, Dutch, German and Portuguese) and four (4) standard keyboards (English, French, Portuguese/Spanish, and Arabic) along with associated font sets. Controller shall be capable of being setup for either a Standard US DOT, Power-Miser US DOT, Standard US 3-Line DOT, French Canadian, Ontario MTO-2, Quebec Road Safety, MTQ, or an International font set by an operator with Administrator access to prevent unauthorized use of inappropriate fonts by operators with User access.

Console shall be capable of storing all messages in alphabetical order by the first letter of the first word of the name assigned to the message to permit quick recall of messages without the need for maintaining a numeric listing of pages and/or messages. Messages shall be automatically named and sorted any time messages are added to or deleted from the library. Messages requiring any form of a lookup table/directory are not acceptable. The console shall accommodate a minimum of fifty (50) full alphanumeric passwords each providing one of four levels of access to various control console functions. Each password shall allow access to only the functions required by that particular dynamic message sign operator. The four levels of access are as follows:

Quick-Picks Select from up to six (6) pre-programmed messages with no programming required. Simply touch a message for display. No access to any permanent data files. User Menu Create, Edit, Delete, Save, Display, and Schedule messages. Create, Assign and Edit Quick-Picks. Check System Status and perform basic diagnostics.

Supervisor Menu All User Menu Functions; create and delete Quick-Picks and User passwords. Set system operating parameters.

Administrator Menu All Supervisor Functions; create and delete Administrator and Supervisor passwords. Set controller operating parameters

The control console shall be capable of displaying a message on the message sign display panel during such time as the operator may be adding, editing or deleting messages from the control console user files. Blanking of the message sign display panel during normal operator activity is considered unsafe and prohibited.

The console shall be capable of monitoring ambient light conditions and making appropriate adjustments to the intensity of the sign panel to maintain an acceptable display contrast during all ambient lighting conditions. The control console shall provide a minimum of sixteen (16) intensity levels between minimum and maximum display brightness. An operator with Supervisor access shall be capable of adjusting the upper and lower photocell set-points as to adjust the overall range for the automatic brightness control to accommodate any local variations in ambient lighting. Manual control of sign panel intensity shall be provided as well enabling an operator with Supervisor access to override automatic sign panel intensity control and set sign panel intensity manually from 1% to 100% in 1% increments. Control console shall be equipped with a Scheduler that utilizes a real time clock and calendar feature to accommodate automatic, unattended changing of messages at predetermined dates and times. Scheduler shall support unique, single event schedules along with recurrent schedules such that messages may be easily scheduled for daily, weekly or monthly repetition. Recurrent schedules shall be capable of incorporating a start and stop date as desired. Scheduler shall also be capable of displaying messages based upon data driven events such as input from a radar gun, photocell, battery voltage, temperature and/or switch closures (up to six). Data driven events shall also be capable of being restricted to specific dates and times. Scheduler shall incorporate a priority system for resolution of conflicting schedules and/or events to permit one schedule/event to override another based upon level of importance (i.e. priority). Additionally, the control console shall have the capability to create and display on the sign panel an Override Message that takes priority and overrides all programmed Schedules and Events until cleared to enable an operator to display a message continuously on the sign panel regardless of programmed schedules and/or events. Control console shall provide special function buttons to provide access to common user functions in a single step including (from the main log-on screen) Managing Messages, Scheduling Messages, Blanking the Sign Panel, creating an Instant Message, and selecting from Quick Picks.

The console shall provide a system status page that enables an operator to quickly and easily determine the unit's current time, date, photocell reading, photocell set-points, battery bank voltage, battery bank current, solar array voltage, solar array current, temperature, MAC address, IP address, run-time since last re-boot, current run-time (resettable timer), lifetime run-time, and serial modem type along with modem signal strength and quality, latitude & longitude and sign panel heading.

The console shall be capable of storing a minimum of 5,000 messages, each message capable of accommodating a minimum of 500 pages text or graphic images and shall provide a minimum of twelve (12) font sizes with full uni-code support for each font including an adaptive font that automatically and dynamically sizes text to fit on a page as it is typed such that the largest font is always used for a given amount of text on a page to ensure maximum visibility and legibility. One of the included font sizes shall be a standard 5x7 DOT pixel font.

The control console shall be capable of page display times from 0.1 seconds to a minimum of 99 seconds in 0.1 second increments and shall be capable of displaying messages in a preview screen, during message creation, editing or selection, exactly as they will appear on the message display panel including an exact graphical representation of all non-operational/failed pixels on sign panel.

Console shall permit the editing of messages that are currently being displayed, showing the revised message as soon as message editing has been completed and enable an operator to create copy, add/insert, move about, edit and delete/remove pages to/from a message dynamically during message creation and/or editing. It shall not be necessary to create pages first and then assemble the pages into a message. Control console shall have the ability to insert pages and/or messages from a master library into a new message and move them about within the message. Control console shall also accommodate the creation and editing of graphic images directly from the GUI during message creation. Additionally, control console shall provide the operator with the ability to easily flash a page within a message, flash a line(s) within a page and/or add static or dynamic arrows/chevrons to a page within a message through the use of page annotations. Control console shall have the capability if enabled by an operator with Supervisory access to create pages with scrolling text.

Control console shall provide a selection of standard highway work zone sign graphic images, including but not limited to: flagman, fixed left and right arrow images, moving or sequential left and right arrow images, and moving or sequential left and right chevrons, etc.

The control console shall provide the capability to display Battery Bank Voltage to 0.1 Volt accuracy, Battery Bank Current to 0.1 Amp accuracy, Solar Array Voltage to 0.1 Volt accuracy and Solar Array Current to 0.1 Amp accuracy directly on the control console display. Console shall have the capability to calculate and display an estimated run-time based on current battery bank status and historical system energy (generation vs. consumption) trends to provide the operator with an estimated number of days system is capable of operating prior to shutting down on a low-battery condition.

Control console shall provide for a user selectable low-battery-voltage caution message when the battery voltage drops to a user specified level (above the low-battery automatic shutdown voltage). The low-battery-voltage caution message shall be user programmable by an operator with Supervisor access. Additionally, control console shall incorporate a feature know as Adaptive Blanking that will as necessary, based upon current battery bank voltage and/or recorded battery bank voltage trends, automatically insert variable length blanks between pages (0.25s to 0.50s) of messages to reduce overall power consumption and extend run-time. An operator with Supervisory access shall be capable of either enabling or disabling the Adaptive Blanking feature. Control

console shall be equipped with three (3) Run-Time counters: an Up-Time counter that indicates total number of days, hours and minutes since last re-boot, a Current Run-Time counter that indicates total hours of operation since last reset of the counter (resettable run-time counter), and a Lifetime Run-Time counter that indicates total hours of control console operation (non-resettable).

Control console shall include the ability to reset the Current Run-Time counter, Message Library, Scheduler, and all Factory Settings automatically, individually or all at once through performing a variety of Master Resets which will clear all memory and reset all settings to original factory set-points.

GSM transceiver shall support both dynamic and static IP address network connections along with direct serial communications to support legacy NTCIP installations. Control console shall provide a method for setting a battery offset and temperature offset to calibrate battery voltage and temperature readings.

Control console shall be NTCIP compatible and the following NTCIP standards must be supported:

NTCIP 1201 (v3.15r) - Global Object Definitions  
NTCIP 1203 (v2.39b) - Object Definitions for Dynamic Message Signs  
NTCIP 2101 (v1.19) - Subnetwork Profile: PMPP over RS232  
NTCIP 2104 (v1.11) - Subnetwork Profile: Internet  
NTCIP 2201 (v1.15) - Transport Profile: Transportation  
NTCIP 2202 (v1.05) - Transport Profile: Internet

Unit shall support an administrator community string along with 255 other communities. Each community shall be capable of being assigned read-only or read-write access. Unit shall support up to 65,535 user-defined permanent messages. Unit shall support a configurable number of changeable (persistent) messages. This number shall be configurable between 1 and 65,535, and shall default to 32. Unit shall support a configurable number of volatile non persistent messages. This number shall be configurable between 1 and 65,535, and shall default to 32. Each message shall support at least 16 pages. Unit shall support a scheduler with support for up to 16 schedule, 16 day plans, and 96 day plan events. Unit shall support at least 255 graphics via the monochrome 1 bit color scheme. Unit shall support a configurable number of user-definable fonts. This number shall be configurable between 1 and 127, and shall default to 32.

### **Web-Interface and Smart-Phone Control:**

Control console shall function as a Web-Server which enables an authorized operator via user name and password access through any standard Web-Browser to:

- Create a unique Web-Name for the unit for browser ID
- View the current status of the unit to include current message displayed on sign panel, battery voltage, photocell reading, date & time, and NTCIP control status
- Blank the unit's sign panel
- Select, preview, edit and activate any message from the unit's message library
- Create, edit, preview and activate a new multi-page text message (up to 6 pages)

- Turn NTCIP control on/off if NTCIP control is enabled on control console Access to the Web-Server shall be through any standard web browser over a standard network connection

and /or public IP address. Access shall be protected by a user name and password created by the operator through the manufacturer's proprietary remote control software to ensure security is maintained at all times. The Web-Server shall be capable of being controlled manufacturer's remote control software. Web-Access to the control console shall not require access to a central server. All access to the Web-Server shall be logged and recorded.

### **Power System:**

Operating Voltage - 12 Volts DC nominal. Operating Energy Requirement - approx. 30 Amp Hours per day nominal at Spring or Fall Equinox. Main Power Switch - Main power switch shall be a combination switch and electromagnetic thermal circuit breaker to provide complete electrical system protection without the inconvenience of conventional fuses. Main power switch shall be splash proof and weather resistant.

Energy capacity; 1,560 Amp Hours nominal (12 batteries). Sufficient energy capacity to operate the message sign, displaying typical three-line normal size character messages for greater than thirty (30) days, without any energy input from the solar array. Battery / Equipment Compartments shall be constructed of molded HMWPE (High Molecular Weight Polyethylene), color impregnated with Federal Safety Orange with 0.5% UV stabilizer added to prevent fading. Compartments shall be designed to completely contain spills from a failed or damaged battery case. Compartments shall be capable of supporting an operator standing on top of the battery / equipment compartment to service unit. Compartments shall be designed such that the lid automatically latches in the closed position and holds the batteries in place. Lid shall be capable of being locked in the closed position with a standard padlock. Lid shall be secured to compartment by an integral plastic hinge that permits the lid to be completely removed from the compartment for service. Lid on the compartment containing the control console shall be automatically supported in the open position by a telescoping lid support. Compartments shall be designed to provide adequate ventilation for the batteries during charging yet prevent the ingress of water during use or transport and each compartment shall be capable of housing four (4) BCI Group GC-2 batteries.

### **Solar Array:**

Photovoltaic module type - Single crystal (mono crystalline) silicon; number of solar cells per module – 36 solar array power output: 320 Watts minimum. 4 Solar arrays shall tilt down for fast, easy cleaning and maintenance. Solar array energy output shall be sufficient to operate the changeable message sign, under normal operating conditions, with the solar array in a flat, horizontal position. It shall not be necessary to tilt or rotate the solar array to provide sufficient energy output from the solar array to operate the message sign continuously. Photovoltaic module junction boxes shall be equipped with watertight strain reliefs at all cable entry points.

All power and control wiring and cables shall be in nonmetallic, flexible, liquid tight conduits. All conduit fittings shall be sealed at bulkheads or enclosure entry points. All wiring shall be marine grade, multi-strand, tin-plated copper with PVC insulation rated for

outdoor use. All power system wire terminals shall be tin-plated copper to minimize the effects of galvanic corrosion.

Main power wiring shall be 8 AWG minimum. Battery terminations shall consist of 5/16-18 UNC marine stud with stainless steel split lock washer and hex nut with 5/16 tin-plated copper ring terminal. Solar panel terminations shall consist of stainless steel screws with #8 tin-plated copper snap spade terminals. All other terminations shall consist of locking-type quick-disconnect connectors with tin-plated terminals for power connections and gold-plated terminals for signal connections. Terminal strips, screw or compression type connectors are not permitted.

A solar energy management system control unit shall include a completely solid state charge controller capable of operating in an outdoor environment. No mechanical or electromechanical switching to control charging current is permitted. All wiring connections to the energy management system control unit shall be made with locking type multi-pin connectors to facilitate quick, easy servicing of the control unit without the need of any tools. Electrical connections shall include an auxiliary 12-Volt power connection to provide power for accessory devices. Energy management system control unit shall monitor solar array voltage, solar array current, battery voltage, battery current and ambient temperature. Energy management system control unit shall regulate energy flow from the solar array into the battery bank based on ambient temperature so as to avoid over charging of the batteries and minimize the consumption of electrolyte. The energy management system control unit shall provide for the controlled periodic pulsing of the solar array current to assist in minimizing sulfate deposit buildup on the battery plates. The management system control unit shall provide for remote monitoring of the battery bank voltage, at the terminals of one of the batteries, to assist in optimizing the transfer of power into the battery bank. The system control unit shall be equipped with a 2-line by 16-character LCD displaying sequentially, solar array voltage, solar array current, battery voltage, and battery current. In addition, the energy management system control unit shall display a low battery voltage warning message whenever the battery bank voltage drops below 10.9 Volts. Energy management system control unit shall automatically switch current to the message sign off whenever the battery bank voltage drops below 10.7 Volts to prevent damage to the battery bank due to over-discharging the batteries. The control unit shall provide for automatic reverse polarity protection, including reverse polarity indicator lamps, for the solar array and the battery bank. Energy management system control unit shall provide for automatic fault protection without the need for fuses. The use of fuses for fault protection shall not be permitted. Energy management system shall monitor and report to control console battery bank voltage, battery bank load current, solar array voltage and solar array charge current once every fifteen (15) seconds. The system shall have an integrated watchdog timer that is continuously reset by the control console during normal operations such that if the control console were to become unresponsive due to a software failure/lockup, upon expiration of the timer the energy management system will completely power down and re-start the entire system (including control console and all accessories such as modem, sign panel compass, etc.) in an attempt to recover the system from a temporary software failure/lockup.

**Documentation and Training:**

Provide three (3) bounded operations, maintenance assembly diagrams and parts lists manual twenty-four (24) hours onsite training on setup and operation, programming, maintenance, troubleshooting and repairs.

**Warranty:**

Five (5) years bumper to bumper warranty and ten (10) years solar panels warranty which includes refresh technology on all computer parts.

**Service:**

The successful bidder must have an authorized repair facility located within a sixty (60) miles radius of Zip Code 30336 with qualified technicians that capable of providing spare parts and maintenance.

**EXHIBIT A**  
**FINAL AFFIDAVIT**

TO FULTON COUNTY, GEORGIA

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by \_\_\_\_\_ or any of his subcontractors in connection with the design and/or construction of \_\_\_\_\_ at Fulton County have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_, who under Oath deposes and says that he is \_\_\_\_\_ of the firm of \_\_\_\_\_, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

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

\_\_\_\_\_  
My Commission expires

END OF SECTION

## **SECTION 9**

### **SPECIAL CONDITIONS**

#### **1. AWARD**

Award will be made to the vendor submitting the lowest, most responsive and responsible bid which also meets certification requirements. Fulton County may award contract to more than one vendor.

- Within ten days of award of contract a meeting will be held between the vendor and the Facilities and Transportation Department

#### **2. EVALUATION**

Fulton County will consider the price for each unit for evaluating the lowest bid and the cost of providing traffic message board for Wolf Creek. Fulton County reserves the right to award this project in whole or in part.

#### **3. WARRANTY**

The successful vendor will be responsible for providing a warranty on all parts and labor for a minimum period of one (1) year from the completion of the service and extend the warranty if burn-in period (1 year). In the case of compressor the warranty must be 5 years or more and if the manufacturer's standard warranty period is greater than five years, the manufacturer's warranty period will prevail. Any additional repairs required within this warranty period will be at the expense of the successful vendor. Parts will be replaced at no additional cost to Fulton County.

Technical support and a direct line of service must be provided to the County at no additional cost (Monday thru Saturday from 7 am to 9 pm including holidays).

#### **4. DELIVERY**

The vendor must respond to requests for warranty services in accordance with the following criteria:

- A. Emergency requests: Services and/or parts must be provided within two (2) hours.
- A. High Priority Requests: Services and/or parts must be provided within twenty four (24) Hours.
- B. Routine requests: Services and/or parts must be provided within three (3) days.

**5. INVOICING**

A full invoice must be submitted within 10 days of completion of work. The invoice must indicate the Fulton County Purchase Order number and price quoted in the Purchase Order

The invoice must be sent to:

Facilities and Transportation Services Department  
160 Pryor St., Ste B-4  
Atlanta GA 30303

**6. REQUIRED SUBMITTALS**

For the bid to be considered responsive the following information is required:

License issued by competent authority that enables the vendor to bid for the work.

List three references of work (within the last 10 years) completed with phone number, e-mail address, title, company name and name of contact person.

- 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:** \_\_\_\_\_

Failure to submit these items with the bid package will disqualify the vendor from the bid process.