



**PURCHASING DEPARTMENT  
REQUEST FOR INVITATION TO BID NO. 07ITB55950YA-DR**

## **Moving Services**

**For**

**General Services Department**

**BID DUE TIME AND DATE: 11:00 A.M. May 10, 2007  
PURCHASING CONTACT: Donald Riley at 404-730-7916  
E-MAIL: 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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**FULTON COUNTY GOVERNMENT****SECTION 1 - INSTRUCTIONS TO BIDDERS**

Fulton County Government ("County") invites sealed bids for **Moving Services**.

**1. GENERAL INFORMATION**

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.fultoncountyga.gov> under "Bid Opportunities".
- b. **The Bid package consists of the following scope of work:** The successful Bidder shall provide Moving Services to the Fulton County General Services Department on an "as needed, when needed and if needed" basis for twelve (12) consecutive months from the issuance of Notice to Proceed. The scope of work also includes one (1) specific move in support of the Clerk of the Superior Court. The detailed scope of work and technical specifications are outlined in Section 6 of this bid document.
- c. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
- d. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting Donald R. Riley at (404) 730-7916 or e-mail [Donald.Riley@fultoncountyga.gov](mailto:Donald.Riley@fultoncountyga.gov). Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Department of Purchasing and Contract Compliance  
Attn: Donald R. Riley  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Phone: (404) 730-7916  
Fax: (404) 893-1876  
Reference Bid # 07ITB55950YA-DR

**2. PRE-BID CONFERENCE**

A pre-bid conference will be held on **April 30, 2007 at 10:00 AM** in the Fulton County Department of Purchasing and Contract Compliance Bid Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide an initial verbal, non-binding verbal response to questions concerning these bid specifications and to discuss issues from the Bidders' perspective. Immediately following the Pre-Bid meeting transportation will be provided for the Site Visit described in below in Paragraph 3; however, no verbal response provided at the pre-bid conference binds the County. Only

those responses to written and responded to by the County in written communications will be official.

- 3. **SITE VISIT:** There will be one (1) site visit involving two (2) locations associated with the specific moving services required by the Clerk of the Superior Court in support of their). Interested parties shall meet in the Purchasing Department located in the Public Safety Building, Suite 1168, 130 Peachtree Street SW, Atlanta, GA 30303 at 404-730- 7916 Donald R. Riley, Assistant Purchasing Agent.

4. **PREPARATION AND SUBMISSION OF BIDS**

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

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

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

- b. Bids must be sealed and clearly marked identifying the following information:
  - 1. Bidder's Name/Company Name and Address.
  - 2. Bids shall be addressed to:

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

**RE: Moving Services, ITB # 07ITB55950YA-DR**

- 5. **BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

- 6. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to

**Donald R. Riley** no later than **2:00 PM, May 4, 2007**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

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

**7. REQUIRED SUBMITTALS:** The Bidder **must complete and execute** the following:

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

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the Bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (section 0002). If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance. 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.

**8. TERM OF CONTRACT:**

The initial contract term will be for twelve (12) consecutive months from Notice to Proceed.

**9. 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.

- 10. BID AND CONTRACT SECURITY:** 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.

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.

As a condition of responsiveness the bid submission must contain a Bid Bond for an amount equal to five percent (5%) of the bid amount. Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. When the Bidder's package is opened, a Purchasing Agent will verify the presence of the Bid Bond and remove it from the bid 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.

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. 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 not 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 (10) 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.

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.

- 11. **RIGHT TO REJECT BIDS:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any Bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
- 12. **APPLICABLE LAWS:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
- 13. **EXAMINATION OF CONTRACT DOCUMENTS:** Prospective Bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a Bidder. At the bid opening each Bidder shall be presumed to have read and be familiar with the contract documents.
- 14. **TERMINATION:** The County may terminate the contract resulting from this solicitation at any time the Vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the Vendor is in direct violation of the contract conditions. The County shall provide the Vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.
- 15. **INSURANCE AND RISK MANAGEMENT PROVISIONS:** Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in Section 5 of this bid document. The Bidder is required to sign the document and include it with its bid submission.
- 16. **WAGE CLAUSE:** Pursuant to Fulton County Code section 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

17. **BID OPENING:** Bids will be opened in public and read aloud. All Bidders are requested to be present at the opening.
18. **DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible Bidder(s), if awarded.
- 1) **Responsibility:** The determination of the Bidder's responsibility will be made by the County based on whether the Bidder meets the following minimum requirements:
    - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
    - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
    - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
    - d) Has adequate personnel and equipment to do the work expeditiously.
    - e) Has suitable financial means to meet obligations incidental to the work.
  - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the Bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
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 of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the User Department unless earlier terminated pursuant to the termination provisions of the contract.

20. **BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis 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 five percent (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.

- 21. 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 fifteen (15) 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.

- 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 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. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton Code section 102-357, the Prime Contractor or Vendor for this project or contract actually perform no less than fifty-one percent (51%) of the scope of work of the prime contract.

**FULTON COUNTY PURCHASING DEPARTMENT****BID GENERAL REQUIREMENTS****Moving Services, ITB # 07ITB55950YA-DR**

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

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

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

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

6. Show information and prices in the format requested. Prices are to be bid F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a

- successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
  9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
  10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
  11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
  12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
  13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
  14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
  15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
  16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to

destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.

17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible Vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder

if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.

25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant State and Federal Laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.
28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more Vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:  
  
Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until sixty (60) days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
31. In the evaluation of the Bids, any award will be subject to the Bid being:
  - A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
  - B. Lowest cost to the County over projected useful life.
  - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

32. All proposals and Bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential Vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

## Required Bid Submittal Check List for Invitation To Bid (ITB)

The following submittals shall be completed and submitted with each bid (see table below

"Required Bid Submittal Check List."). **Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.**

Submit one (1) Original bid, signed and dated and five (5) complete copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
<b>1</b>	Bid Form – <b>submittal shall show amounts for Base Bid and shall be signed and sealed by the Bidder.</b> All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.	
<b>2</b>	Acknowledgement of each Addendum (as applicable)	
<b>3</b>	Bid Bond <b>(not applicable to this bid)</b>	<b>N/A</b>
<b>4</b>	Purchasing Forms Form A - Non-Collusion Affidavit of Prime Bidder Form B - Certificate of Acceptance of Request for Bid Requirements Form C - Certificate Regarding Debarment Form D - Disclosure Form & Questionnaire	
<b>5</b>	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Sub-Contractor Utilization Exhibit D - Letter of Intent to Perform as Sub-Contractor Exhibit E - Declaration Regarding Sub-Contractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Sub-Contractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
<b>6</b>	Risk Management Insurance Provisions Form	
<b>7</b>	Pricing Forms	

**SECTION 2**

**BID FORM**

**ITB #07ITB55950YA-DR Moving Services**

Submitted May 10, 2007

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 scope of work.

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contract Administrator and to fully complete all work for each project under this Contract within the time period agreed to in writing (e-mail acceptable) by the Contractor and the Contract Administrator.

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

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) 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.

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 _____
ADDENDUM # _____	DATED _____
ADDENDUM # _____	DATED _____

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

DATED \_\_\_\_\_

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

Signed by: \_\_\_\_\_  
[Type or Print Name]

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

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

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

Bidder's Contractor License No: \_\_\_\_\_  
[State/County]

License Expiration Date: \_\_\_\_\_

**END OF SECTION 2**

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

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

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

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

Form A

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF GEORGIA

COUNTY OF FULTON

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid 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 for the Bidder.

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

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

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

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

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

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

(Affix corporate seal here, if a corporation)

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

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

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

**NOTE:**

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

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

**Form B**

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

This Is To Certify That On This Day Bidder Acknowledges That He/She Has Read This Bid Document, Pages \_\_\_\_\_ To \_\_\_\_\_ Inclusive, Including Addendum(s) \_\_\_\_\_ To \_\_\_\_\_, And/Or Appendices \_\_\_\_\_ To \_\_\_\_\_, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding Company To Submit The Bid Herein And To Legally Obligate The Bidder Thereto.

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

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

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

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

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

(Corporate Seal)

**Form C****CERTIFICATION REGARDING DEBARMENT**

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**DEBARMENT ORDINANCE**

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

**(a) Authority to suspend.**

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

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

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

- 2) Conviction of State or Federal Statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a County Contractor.
- 3) Conviction of State or Federal Anti-trust Statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a County contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the County as a minority business enterprise; or
  - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the County, of the use which a majority owned Contractor intends to make a minority business enterprise (a business entity at least fifty-one (51) percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a Sub-Contractor or a Joint Venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid 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 \_\_\_\_\_, 2007

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

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

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

**Form D****DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

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

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

**LITIGATION DISCLOSURE:**

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

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

Circle One:                      YES                      NO

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

Circle One:                      YES                      NO

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

Circle One:                      YES                      NO

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

Circle One:                      YES                      NO

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

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

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

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 declared as non-responsive. This document must be completed and included as a part of the bid package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007

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

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

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

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2007

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

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

**END OF SECTION NO. 3**

**SECTION 4****CONTRACT COMPLIANCE REQUIREMENTS****NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT**

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

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

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

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

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

**Prompt Payment:** The Prime Contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Sub-Contractor Utilization Report) that all Sub-Contractors, 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 Sub-Contractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the Prime Contractor shall pay all Sub-Contractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a Sub-Contractor, 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 bid/proposal being deemed non-responsive:

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

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

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

- **Exhibit G** - Prime Contractor’s Sub-Contractor Utilization Report

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

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

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

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

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

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

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

\_\_\_\_\_

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

**EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the Bidder **must** be identified and submitted with this bid. In addition, if Sub-Contractors will be utilized by the Bidder to complete this project, then the demographic employment make-up of the Sub-Contractor(s) must be identified and submitted with this bid.

EMPLOYEES

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

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

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

\_\_\_\_\_

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

This completed form is for (Check one) \_\_\_\_\_ Bidder \_\_\_\_\_ Sub-Contractor

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

**EXHIBIT C – SCHEDULE OF INTENDED SUB-CONTRACTOR UTILIZATION**

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

**Prime Bidder:** \_\_\_\_\_

**ITB NUMBER:** \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

**EXHIBIT C – SCHEDULE OF INTENDED SUB-CONTRACTOR UTILIZATION**

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

---

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

---

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

---

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

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

**EXHIBIT C – SCHEDULE OF INTENDED SUB-CONTRACTOR UTILIZATION**

**Total Dollar Value of Sub-Contractor Agreements: (\$)**

**Total Percentage Value: (%)**

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

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

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

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

\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

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

**EXHIBIT D**

**LETTER OF INTENT TO PERFORM AS A SUB-CONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

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

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Sub-Contractor 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)

\_\_\_\_\_  
(Sub-Contractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

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

Perform 100% of the work required for \_\_\_\_\_ **(ITB Number)**

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

In making this declaration, the Bidder states the following:

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

**AUTHORIZED COMPANY REPRESENTATIVE**

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

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

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

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

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

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

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

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB No. \_\_\_\_\_

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

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

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

1. Firms:

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

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

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

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

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

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

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

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

Note: Attach additional sheets as required

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

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, appeared  
\_\_\_\_\_, the undersigned known to me to be the  
person described in the foregoing Affidavit and acknowledge that he (she) executed the  
same in the capacity therein stated and for the purpose therein contained.

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

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

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

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

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

**SUB-CONTRACTOR UTILIZATION** (add additional rows as necessary)

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

Executed By: \_\_\_\_\_  
 (Signature)

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

## SECTION 6

## INSURANCE AND RISK MANAGEMENT PROVISIONS

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$500,000
  
2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000
  
3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE Combined Single Limits**

Each Occurrence	-	\$1,000,000
-----------------	---	-------------

(Including operation of non-owned, owned, and hired automobiles).
  
4. **ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer Contractor)	Limits	-
-----------------------------------	--------	---

\$1,000,000
  
5. **UMBRELLA LIABILITY**

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

Each Occurrence	-	\$1,000,000
-----------------	---	-------------

(Required if respondent providing bid/quotation for professional services).

**7. FIDELITY BOND**

(Employee Dishonesty)                      Each Occurrence                      -                      \$ 100,000

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

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

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

Such certificates and notices shall be sent to:

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

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

**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

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

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

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

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

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

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

END OF SECTION 6

**SECTION 7****SCOPE OF WORK AND TECHNICAL SPECIFICATIONS****1. DESCRIPTION**

The Fulton County Purchasing Department is soliciting bids from qualified Vendors to provide Moving Services as follows for:

- A. The Clerk of the Superior Court in support of their relocation of records and shelving from City Hall East (675 Ponce De Leon Ave NE, Atlanta, 30308) to the Central Warehouse located at 1365 English Street, Atlanta, GA 30318).
- B. Other relocations as directed, when directed and where directed by the Contract Administrator for the term of the contract.

**2. SERVICE SPECIFICATIONS****A. SCOPE OF WORK**

The successful Bidder is to furnish all parts, labor, equipment, transportation and material necessary to provide the moving services as outlined in Paragraph(s) 1A and 1B above. This scope of work includes:

- A. Providing a moving cost and timeline estimate for the Clerk of the Superior Court relocation and for other projects upon request;
- B. Providing all manpower, packing materials, supplies, dollies and trucks to effectively perform each move;
- C. Packing, loading and unloading of shelving, file cabinets, boxes, and related equipment when required;
- D. Maintaining proper record of all Fulton County property in the Vendor's possession;
- E. Providing secure transit to ensure no pilferage and to minimize or eliminate breakage;
- F. Cleaning up all trash left after each phase of the move, which is directly related to the activity of packing/unpacking.

The best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County's interpretation to prevail.

All personnel of the company who will work in the Fulton County facilities must wear uniform with their company logo clearly visible on it. Each of the company vehicles should have the company's name printed at the back or sides. At least one crew member must be able to communicate in English.

Any contract (s) emanating from this bid shall be administered by the General Services Department. For all moves subsequent to the Clerk of the Superior Court records and shelving relocation:

- (1) General Services normally contacts the moving services Contractor(s) who is/are awarded this contract and requests they provide an estimate of that move's total cost.

- (2) Contingent upon meeting pre-established timelines for the move, General Services normally selects the Contractor who provides the lowest estimated cost for that specific move.

**B. SPECIAL CONDITIONS/INSTRUCTIONS**

**(1) Award**

- Overall lowest bid price for the Clerk of the Superior Court relocation (weight factor = 40%)
- Overall lowest bid price for a typical move
- Meeting insurance, performance and payment bond requirements.
- Compliance with all other terms and conditions in this specification.

**(2) Working Hours**

The successful Vendor shall provide the aforementioned moving services during normal working hours. For the purpose of these specifications, normal working hours will be from 8:30 A.M. through 5:00 P.M., Monday thru Friday, excluding Fulton County holidays. It is possible some of the services may have to be performed outside these hours due to the scope and timing of a move. All work performed outside of normal working hours (including weekends) will be paid at a labor rate not exceeding 1.5 times the rate for the normal working hours.

**(3) Inventory**

The Bidder must certify below that a full inventory of equipment and vehicles required is available within fifty (50) miles radius of the Fulton County Government Center, 141 Pryor Street SW, Atlanta, Georgia 30303. Fulton County Reserves the right to reject any Bidder failing to meet this requirement.

Equipment and vehicles available within fifty (50) miles of the Fulton County Government Center:                      Yes    [ ]                      No    [ ]

Address of Bidder’s facility for:

<u>Equipment</u>	<u>Vehicles</u>
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____

**(4) Response times**

During the planning, preparation and execution phases of these services, the Vendor is required to maintain a point of contact for each moving project twenty-four (24) hours per day during the period of packing, loading, transporting, unloading and unpacking. Failure to adhere to this paragraph can be grounds for termination of the contract. Once the timeline for the move is established and agreed to by the customer department, the General Services Department and the successful Vendor, the Vendor must

respond to requests associated with this move in accordance with the following criteria:

- a. Urgent Request: Services and/or supplies must be provided within two (2) business days.
- b. Routine Request: Services and/or supplies must be provided within three (3) business days.

#### **(5) Personnel**

Within five business days after a contract for these services is awarded, and before beginning the services, the successful Vendor(s) shall provide the Contract Administrator a list of employees who will be performing services under this contract. The list shall specify the employee's name and position. All employees assigned to this contract must have a completed Georgia Criminal Investigation (GCI). All costs associated with the background check shall be paid by the Vendor. The completed background check must be verified by the Contract Administrator before an employee starts servicing any County facilities. Employees assigned to this contract must not have convictions for any criminal offense involving theft, assault, or drugs within the past five (5) years. After successful verification of the GCI by the Contract Administrator or designated representative, a Fulton County Temporary Identification will be issued to the employee. The temporary ID must be worn by the employee at all times while conducting business on and in Fulton County properties. The ID must be visible at all times for security purposes. If lost or stolen, report the information to the Contract Administrator immediately. Changes, additions or deletions to the list shall be given to the Contract Administrator within twenty-four (24) hours of the action. All employees or representatives of the successful Vendor entering into Fulton County buildings shall be subject to security regulations of the buildings and to any checks as may be deemed necessary. Fulton County reserves the right to direct the removal of any employee of the Vendor from work on this contract for misconduct or security reasons. Removal of any employee of the Vendor for cause does not relieve the Vendor from responsibility for total performance of contracted tasks.

- a. Employees:
  - i. The Vendor shall have in its employ at all times a sufficient number of capable and qualified employees to enable it to properly, adequately, safely, economically provide the services specified in this document. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. County will not intervene in any internal disputes between Contractor and employee or Contractor and Vendor. Contractor's employees and Vendors are not employees of the County and have no recourse from the County. The County may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.
  - ii. Safety Training and Education – Contractor is required to instruct each employee in the recognition and avoidance of unsafe

conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Contractor will ensure that employees are briefed on the facility evacuation plan for any County building they are working (contact the Contract Administrator for assistance).

- iii Accident Reporting – Serious accidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each accident report which the Contractor submits to their insurance carriers in regard to accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the accident occurred.
- iv. Protection – The Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor under this contract.
- v. Supervision:

The Contractor will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. The Contractor shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from the designated Fulton County General Services Department Representative. Supervisory employees must be fully conversant in English.

**(6) Service Reports** [may be combined with the invoice addressed in Paragraph (9) below]

Within fourteen (14) calendar days of each move's completion, the Vendor is required to provide a detailed service report listing items moved. This report shall also contain the following information:

- a. Date service was performed
- b. Start time and completion time
- c. Pick-up point
- d. Unloading point
- e. Person requesting the service
- f. Itemized list of items moved. This packing document must be signed by the designated County employee prior to leaving the pick-up point
- g. Reconciliation of any variance between load and offload inventory or weight
- h. County Service Order number.

**(7) References**

The Vendor is required to submit at least three (3) references, not more than three (3) years old, of comparable commercial or government work performed by Vendor. At least one(1) reference should be currently receiving service from the Vendor. Reference must include company name, contact person and their telephone number, contract cost, and contract period. These references will be contacted to verify the Vendor's capability to perform this service. Failure to provide this information may result in Respondent being deemed non-responsive.

**(8) Business License**

Vendor(s) shall submit with bid a current business license.

**(9) Invoicing**

The Vendor shall send invoices to the address below to expedite payment:

General Services Department  
Attn: Building Maintenance Manager  
125 Willis Mill Road SW  
Atlanta, GA 30311

The Vendor(s) shall submit Invoices within fifteen (15) calendar days following each move. Invoices must include the purchase order number, item number(s) and item description(s), the Fulton County Service Order number and net prices.

The Contract Administrator shall return invoices unpaid to the Vendor when one of the following conditions exists:

- a. Invoice does not contain all the required information.
- b. Price on the invoice does not correspond to the bid price.

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

**(10) Authorization to Place Calls**

The following is a list of personnel authorized to place calls against this contract. Failure to receive proper authorization prior to providing the service can be grounds for non-payment of invoice.

**Name**

Building Maintenance Manager  
Operational Service Support Manager

**Note: Do not contact the above persons during this solicitation process.**

**(11) The Use of Sub-Contractors**

The successful Bidder(s) shall require each Sub-Contractor, to the extent of the work to be performed by the Sub-Contractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the County. Said agreement shall preserve and protect the rights of the County under the Contract Documents with respect to the Work to be performed by the Sub-Contractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Sub-Contractor, unless specifically provided otherwise in the Contract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by these Documents has against the County. Wherever appropriate, the Contractor shall require each Sub-Contractor to enter into similar agreements with their Sub-Contractors.

The Contract shall make available to each proposed Sub-Contractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract to which the Sub-Contractor will be bound, and identify to the Sub-Contractor any terms and conditions of the proposed Contract which may be at variance with the contract. Each Sub-Contractor shall similarly make copies of such documents available to their Sub-Contractors, who shall also be bound therein.

That a Sub-Contractor fails to perform as required according to the Contract, the Contractor, at the written direction of the County and such notice as is proper according to the Contract, shall direct and guarantee the removal or replacement of said Sub-Contractor at no cost to the County. If desired by the County, the work which was to be performed by Sub-Contractor shall then be removed from the Contractor's Work and shall be performed by Contractor working directly for the County.

**SECTION 8A****PERFORMANCE BOND REQUIREMENTS**

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of Fulton County. The Performance Bond shall be in the amount of \$90,000 of the total contract amount payable by the terms of the Contract and shall be written on the enclosed form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS [INSERT CONTRACTOR NAME]** (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of \$90,000, lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written Contract with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety, for the Moving Services, more particularly described in the Contract (herein called the "Project"); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default of a Contract awarded for these moving services, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

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

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

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

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**END OF SECTION NO. 8A**

**SECTION 8B**

**PAYMENT BOND REQUIREMENTS**

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS** that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

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

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

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

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**END OF SECTION NO. 8B**

**SECTION 9  
PRICING FORM**

**A. Clerk of the Superior Court Move:**

Pricing is for “full service moving” and must include the cost of personnel plus all supplies and equipment used. No separate payments will be made for boxes, pads, paper, wheeled dollies, insurance, etc. All moving shall be made using enclosed trucks having loading ramps and will be done according to normal moving practices using adequate number of properly trained personnel.

(1) Total bid cost for Clerk to Superior Court move:

\$ \_\_\_\_\_  
(Numerical value)

\_\_\_\_\_  
\_\_\_\_\_  
(Written out in dollars and cents)

(2) Provide the following details to support your bid price above:

(Only show vehicles & people you would use to provide this specific move)

Types Trucks Used & Payload	Truck Per Hour	Truck Per Day	Driver Hourly Rate	Helper Hourly Rate
a. 5,000 lb	\$ _____	\$ _____	\$ _____	\$ _____
b. 10,000 lb	\$ _____	\$ _____	\$ _____	\$ _____
c. 15,000 lb	\$ _____	\$ _____	\$ _____	\$ _____
d. 20,000 lb	\$ _____	\$ _____	\$ _____	\$ _____
e. 25,000 lb	\$ _____	\$ _____	\$ _____	\$ _____
f. 30,000 lb	\$ _____	\$ _____	\$ _____	\$ _____

Note 1: The daily rate is for a full 8 hour workday (8:30 am – 5 pm with 30 minutes for a break).

Note2: The driver must possess the appropriate driver’s license as required by the state of Georgia for the vehicle driven.

**B. Assume a typical move of ten (10) offices and one (1) conference room from the 3<sup>rd</sup> floor of 115 MLK Drive to the 3<sup>rd</sup> floor at 395 Pryor Street SW:**

Each office contains:

- (a) one (1) executive desk
- (b) one (1) credenza, 6 ft wide x 30 in tall x 20 in deep
- (c) one (1) four (4) shelf bookcase, 6 ft wide x 7 ft tall x 18 in deep
- (d) one (1) computer system (PC, keyboard, monitor and mouse, camera and two (2) speakers)
- (e) one (1) computer stand, 2 ft wide x 30 in tall x 24 in deep
- (f) one (1) twenty-one (21) inch TV
- (g) one (1)TV stand, 3 ft wide x 30 in tall x 10 in deep

- (h) one (1) executive chair
- (i) four (4) regular chairs
- (j) four (4) wall pictures, each 3 ft x 3 ft
- (k) one (1) standard size four (4) drawer metal file cabinet full of files
- (l) ten (10) boxes with files, each box is 4.5 cubic feet

Additionally, you will also move one (1) 12 ft x 6 ft conference table and eight (8) conference room chairs.

(1) Provide a cost for the above typical move:

\$ \_\_\_\_\_  
(Numerical value)

\_\_\_\_\_  
\_\_\_\_\_  
(Written out in dollars and cents)

(2) Provide the following details to support your bid price above:

(Only show vehicles & people you would use to provide this typical move)

Types Trucks Used & Payload	Truck Per Hour	Truck Per Day	Driver Hourly Rate	Helper Hourly Rate
a. 5,000 lb	\$ _____	\$ _____	\$ _____	\$ _____
b. 10,000 lb	\$ _____	\$ _____	\$ _____	\$ _____
c. 15,000 lb	\$ _____	\$ _____	\$ _____	\$ _____
d. 20,000 lb	\$ _____	\$ _____	\$ _____	\$ _____
e. 25,000 lb	\$ _____	\$ _____	\$ _____	\$ _____
f. 30,000 lb	\$ _____	\$ _____	\$ _____	\$ _____

Note 1: The daily rate is for a full eight (8) hour workday (8:30 AM – 5:00 PM with thirty (30) minutes for a break).

Note2: The driver must possess the appropriate driver’s license as required by the state of Georgia for the vehicle driven.