



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

Fulton County, GA

January 11, 2016

Re: 16ITB58461C-MT – Standby Plumbing Repair Services

Dear Bidders:

Attached is one (1) copy of **Addendum 1**, hereby made a part of the above referenced 15RFP58461C-MT – Standby Plumbing Repair Services

Except as provided herein, all terms and conditions in the Bid referenced above remain unchanged and in full force and effect.

Sincerely,

Malcolm Tyson

Malcolm Tyson
Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in
Procurement Award • National Purchasing Institute





Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

Fulton County, GA

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

1. Section 1, Instructions to Bidders is attached and incorporated in the Bid document.

2. When filling out the base bid form on page 26 & 27, is it correct to assume that the hourly rate with a helper (as an example) is just for the helper? (i.e. 1 person, not with a lead & helper)

Response: Yes. That is correct

3. 2. What makes the estimated 500 hours of service for a technician different compared to an Apprentice for 600 hours of service? Does it have to do with an individual Fulton county location issue/repair?

Response: The hours provided for plumber helper, technician, apprentice and journeyman are all estimated hours. The hours for each category will vary. The use of a given estimated hours allows bidder to have estimated hours to allow informed pricing.

4. 3. As noted in 4.1.8 Digging ditches and right of ways for sewer, water main, potable water lines, storm sewers, French drains and gas lines. This includes operating backhoes, bobcats, dump trucks, concrete breakers and augers. It also requires backfilling ditches and trenches with dirt and gravel adhering to federal and state OSHA safety standards would it be safe to assume that a project requiring that type of equipment would also be under the guidelines of submitting a proposal (after vendor as completed site review to calculate cost) to Fulton County for approval?

Response: Yes, that is correct. In accordance with Scope of Work and Technical Specifications, Section 4.9 Estimates.

5. 4. What forms or documents are required when submitting our proposal for this bid? Do you have a checklist of items for us to ensure that all items are correctly submitted?

Response: See Section 1, Instruction to Bidders for the checklist.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract

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Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

Fulton County, GA

Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time of **January 20, 2016**.

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 2016.

Legal Name of Bidder

Signature of Authorized Representative

Title

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INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

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

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

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

2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND TWO (2) COPIES** on the forms provided in the Bid Document.

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

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

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

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

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

3. RECEIPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing & Contract Compliance. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **16ITB58461C-MT – Standby Plumbing Repair Services**.

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

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

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

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

4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than **2:00 PM, January 16, 2016**. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance
Attn: Malcolm Tyson

Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 335-5808
Malcolm.tyson@fultoncountyga.gov
Bid # 16ITB58461C-MT

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

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

5. SITE EXAMINATION

There will not be a scheduled site visit for this project.

6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS

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

7. BID AND CONTRACT SECURITY

There is no Bid Bond required for this project.

8. SURETY BONDS

There is no Surety Bond required for this project.

9. INSURANCE REQUIREMENTS

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

Certificate of Insurance must be provided through the County's online insurance compliance system.

The County has implemented an online insurance compliance system designed to make the experience of submitting and retrieval of insurance information quick and easy. This system is designed to be used by insurance brokers and agents on behalf of their insurance clients for submittal of Certificates of Insurance ("COI") directly to the Fulton County Department of Purchasing. Instructions will be provided to the successful bidder.

10. RIGHT TO REJECT BIDS

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

11. APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

12. EXAMINATION OF CONTRACT DOCUMENTS

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

13. BID EVALUATION

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.

- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).
- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission

reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.

- h. A Pre-Award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

14. **AWARD CRITERIA**

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

A. **Responsiveness:** The determination of responsiveness will be determined by the following:

- a. The completeness of all material, documents and/or information required by the County;
- b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following

- a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
- e. Has the appropriate and adequate technical experience necessary to perform the Work;
- f. Has adequate personnel and equipment to do the Work expeditiously;
- g. Has suitable financial means to meet obligations incidental to the work.

15. **DISQUALIFICATION OF BIDDERS**

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

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;

- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

16. BASIS OF AWARD

The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of this ITB.

17. PROFESSIONAL LICENSES

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

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

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

17. WAGE CLAUSE

Pursuant to 102-413, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

18. NOTICE OF AWARD OF CONTRACT

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

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

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

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

20. EXECUTION OF CONTRACT DOCUMENTS

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

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

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

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

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

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

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

21. EQUAL EMPLOYMENT OPPORTUNITY (“EEO”) IN PURCHASING AND CONTRACTING

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

22. JOINT VENTURE

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder’s failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal

advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

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

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

25. SUBCONTRACTING OPPORTUNITIES

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

26. TERM OF CONTRACT

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin upon contract execution, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2016. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement

Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

27. NO CONTACT PROVISION

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

28. AUTHORIZATION TO TRANSACT BUSINESS

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

29. PRE-AWARD CONFERENCE

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

30. SUBSTITUTIONS

See Special Conditions.

31. RIGHT TO PROTEST

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

32. BID GENERAL CONDITIONS

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

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. §36-91-1 et seq.) may be withdrawn as follows:

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

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

8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

33. SUBMITTALS

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

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

END OF SECTION