PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. #17RFP020717K-EC

DESIGN/BUILD SERVICES FOR LIBRARY CIP
RENOVATIONS - GROUP 4
VOLUME I

For

ATLANTA-FULTON PUBLIC LIBRARY SYSTEM

RFP ISSUANCE DATE: MARCH 10, 2017
RFP DUE DATE AND TIME: APRIL 3, 2017 at 11:00 A.M.
PRE-PROPOSAL CONFERENCE: MARCH 20, 2017 at 10:00 A.M
PURCHASING CONTACT: ELSA D. CASTRO
EMAIL: elsacastro@fultoncountyga.gov

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303
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VOLUME III

Sample Owner-Contractor Agreement
1.1 PROJECT DESCRIPTION

Fulton County, Georgia ("County") is seeking qualified firms to provide Design-Build Services ("D/B Services") for the design and construction of the Group 4 Library Renovations.

This project will require all pre-design, design, pre-construction, construction (including but not limited to quality control, cost control, scheduling, etc.) and post-construction services necessary to complete the design and construction of the Group 4 Library Renovations. The following libraries are included in this scope of work:

- East Point Library 11,378 s.f.
- Fairburn Hobgood-Palmer Library 9,625 s.f.

Staging, climate controlled storage and move management for each library will be part of the Design/Build firm’s scope of work. It will be the Design/Builder’s responsibility to develop a staging, climate controlled storage and phasing plan in conjunction with the overall project schedule to be approved by the Owner. The Design/Builder will also be required to move, store and reinstall the existing collections for each library in coordination with library staff. The Design/Builder will also remove existing furniture to County’s surplus warehouse.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Design/Build Services for Group 4 Library Renovations to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

As part of the County’s Capital Improvement Program – Phase II, the County will be issuing other RFPs for Design/Build services including Groups 1, 2 and 3, the Hapeville Library Renovation, and the Central Library Renovation. The County will also be issuing a RFP for Programming and Bridging Documents for the design of the Central Library. In order to assure that as many firms as possible are able to participate in this work, award of any of Groups 1 through 4 or the Hapeville Library will preclude the awarded firm from award of any of the other Groups mentioned. However, if a firm is awarded a RFP for any of the Groups 1 through 4 or the Hapeville Library, they may still be awarded one of the RFPs pertaining to Central
Library. Although, award of the Space Programming and Bridging Documents RFP for the Central Library Renovation to a firm would preclude that firm from being awarded the RFP for Design/Build Services for the Central Library.

1.1.1 Permits

It will be the Design/Build firm’s responsibility to prepare all documentation for application for and obtaining and receipt of all required federal, state, or local permits for each of the Group 4 Library Renovation projects. The D/B firm shall include all costs associated with permitting.

1.1.2 Rights of Way/Easements

Due to the nature of these projects, it is not anticipated that any right-of-way or easement will be required. It will be the Design/Build firm’s responsibility to inform the County in a timely manner of any need for a right-of-way or easement that may arise within any municipality having jurisdictional authority while they are performing their services and, assist the County in obtaining said right-of-way or easement.

1.2 PROCUREMENT PROCESS

The County is following a procurement process pursuant to Title 36, Chapter 91 of the Official Code of Georgia Annotated (“O.C.G.A.”) and other applicable law for the selection of a single contractor to provide both design and construction services for this Design/Build (“D/B”) project.

1.3 METHOD OF SOURCE SELECTION

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this Proposal is Code Section 102-374, Competitive Sealed Proposals.

1.4 BACKGROUND

The Stakeholders of the Atlanta-Fulton Public Library System realized that a comprehensive master plan for library facilities was needed. The Board of Commissioners and Library Board of Trustees developed a plan to guide decisions regarding facilities. The plan identified where citizens were underserved, where libraries were most needed, what was the optimal size, and what improvements needed to be made to existing facilities. The plan examined these issues for the entire area, not just one neighborhood or community. Most importantly, this much
needed and desired plan was unbiased and based on valid / authoritative data and information.

On July 16, 2008 the Fulton County Board of Commissioners voted to place a $275 million bond referendum on the November 4, 2008 ballot to implement the Library's Facility Master Plan. The referendum was approved with 65% voter support.

The Facility Master Plan is exclusively focused on facilities - not collections, services or programs within County libraries. Determining service needs is ongoing and the input of citizens and library staff is critical as we evaluate and plan for new and renovated libraries. As new facilities were to be built, community involvement was essential. Branch libraries were not to be mirrors of each other. A cookie cutter approach would not work for urban, suburban and rural system where diverse communities with different needs are served. It is also important to note that superb library service can be delivered from all library sizes.

The Atlanta-Fulton Public Library System had not completed a through comprehensive analysis of facility needs since mid-1980 when a bond referendum was approved by voters. This bond issue built many of our existing library facilities. This important, multi-year construction effort resulted in facilities that served the public well. However, 20 years later, there are notable facility needs including infrastructure improvements, interior updates and reprogramming of spaces.

The Atlanta-Fulton Public Library System has a proven record of customer satisfaction with over 90% of our citizens who use our services. All of our 34 locations are open gateways to one library, one collection. Our talented, well-trained and empowered staff is committed to providing excellent library service delivered equitably and with community needs and input in the forefront. We are sustained by strongly supportive elected officials; an effective, policy-making Board of Trustees; enthusiastic, engaged Friends of the Library; and a dedicated Library Foundation.

The $275 M Referendum is being addressed in two phases. Phase I included eight new libraries and two major renovations and expansions. Phase II will be the renovation of 14 libraries plus the renovation to the Central Library.

1.5 SELECTION PROCESS

The County will make an award to the responsible and responsive Offeror whose proposal is determined in writing to be the most advantageous to the County taking into consideration the evaluation factors set forth in this RFP.
Each proposal will be reviewed to determine whether it has been submitted in accordance with the proposal requirements. Proposals deemed non-responsive will be rejected from further review and the Offeror will be advised in writing.

Proposals deemed responsive will be evaluated based on the evaluation criteria set forth in this RFP. The County will determine which proposals are reasonably susceptible of being selected for award based on the evaluation criteria. The County may conduct a Best and Final Offer (“BAFO”) process and each Offeror will be given the opportunity to participate in discussions, negotiations and revisions of their proposals. The County may also conduct oral presentations/interviews.

1.6 OBTAINING THE RFP

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

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Monday, March 20, 2017 at 10:00 A.M.** Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.8 SITE VISITS

Site visits will be allowed during the week of March 20, 2017 during the libraries operating hours Monday-Friday only, the weekend is excluded. Site Locations: East Point Branch Library, 2757 Main Street, East Point, GA 30344 and Fairburn Hobgood-Palmer Branch Library, 60 Valley View Drive, Fairburn, GA 30213.

**NOTE: IT IS VERY IMPORTANT TO NOT DISTURB THE LIBRARIES OPERATIONS DURING THE SITE VISIT.**

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: rholanda.stanberry@fultoncountyga.gov.
1.9 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before Monday, April 3, 2017 at 11:00 A.M., legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.10 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.11 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Department of Purchasing & Contract Compliance contact person Elsa D. Castro, Assistant Purchasing Agent, via email: elsa.castro@fultoncountyga.gov. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

1.12 PROCUREMENT SCHEDULE

The following procurement projected schedule for this project.

<table>
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<tr>
<th>TAS</th>
<th>DATE</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>March 10, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>March 20, 2017</td>
</tr>
<tr>
<td>Last Day for Questions to be submitted</td>
<td>March 27, 2017</td>
</tr>
<tr>
<td>Due Date</td>
<td>April 3, 2017</td>
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<tr>
<td>Tentative Dates for Oral Interviews/Presentations</td>
<td>April 20, 2017</td>
</tr>
<tr>
<td>Anticipated Board of Commissioners Meeting Date</td>
<td>May 3, 2017</td>
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SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

**Addendum** – Revision to the RFP documents issued by the County prior to the receipt of proposals.

**Agreement** – refers to the executed contract between the County and Contracting Entity.

**Approve** – Where used in conjunction with the County’s response to submittals, requests, applications, inquiries, reports and claims, the meaning of the term “approved” shall be held to limitations of the County’s responsibilities and duties as described herein. In no case shall “approval” be interpreted as a release of the PM/CM or other contractors from responsibilities to fulfill the requirements of their Agreements and Contract Documents.

**Bid Bond** – means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.

**Calendar Day** – every day shown on the calendar.

**Change Order** – A written order signed by the Owner and Contractor and, stating their agreement upon all of the following: (1) change/modification in the work; (2) the amount of the modification, if any, in the Agreement Price; and (3) the extent of the modification, if any, in the Agreement time.

**Construction Manager** – the person designated as in charge to lead the day-to-day activities to manage the construction management services.
**Contract Completion** – the established completion date(s) set forth in the contract.

**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.

**Contractor** – the selected offeror with whom the County executes the Design/Build Contract.

**County** – Fulton County Government and its authorized representatives.

**Contact Person** – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

**Design/Build Representative** – the Design/Builders executive representative who is present on the work during progress, authorized to receive and fulfill instructions and who shall supervise and direct the construction.

**D/B Company** – shall mean the single corporate entity contractually responsible to the Owner for development of the Project. The Design-Builder can be: (1) a firm possessing either design and construction resources in-house; or (2) a construction contractor led team with the architect in a Sub-Contractors role; or (3) a joint venture team between construction contractor and architect.

**Design/Build Contract** – the entire and integrated agreement between the County and the D/B Company concerning the Design/Build Project.

**Design/Build Project** – the Design/Build work necessary for the D/B Company to meet the obligations of the Design/Build Contract.
**Design/Build Management Team** - the Design/Builders representatives, led by the Design/Build Representative, present during the design and construction process, authorized to receive and fulfill instructions and who shall supervise and direct the design and construction.

**Final Completion** – the date of final completion of the work is the date certified by the Design/Builder and the County when all construction is fully complete, including certification of all punch list items, and when all records documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the County.

**General Conditions** – the General Conditions of the Agreement for construction that govern the rights, duties, and obligations of the parties.

**Guaranteed Maximum Price (GMP)** – the full payment for performance of the work and covers all costs of whatever nature incurred by the Design/Builder in accomplishing the work in accordance with the provisions of the contract. The Design/Builder is responsible for cost overruns, unless the GMP has been increased via formal change order (only as a result of additional scope request from the County, not price overruns, errors or omissions).

**GMP Package** – Package that the Design/Builder will be required to submit at 50% Construction Documents containing detailed construction estimate and construction / master schedule for each project within the group.

**Inspector** – an authorized representative of the Owner’s Representative Team assigned to make all necessary inspections of any or all portions of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

**Jobsite** – location where construction activity shall be performed under this contract.

**Joint Venture (JV)** – A contractual agreement joining two or more persons, partnerships, corporations or any combination of business entities partnering as one firm for the purpose of executing a particular project or event. Every entity agrees on percentage of profits, losses and ownership within the organization.

**Materials** – any substance specified for use in the construction of the contract work.

**Modifications** – Binding changes, addenda, revisions, or the like, to the Work or the Agreement documents, including changes to work made by Change Order or
Change Directive.

**Notice to Proceed (NTP)** – a written notice from the County to the Design/Builder to begin the actual contract work on a previously agreed date.

**Offeror** – the entity or individual submitting a proposal in response to this RFP.

**Owner** – Fulton County Government.

**Owner Available Funds** – All references in this RFP to “Owner’s Available Funds” shall mean the amount of Two Million Six Hundred Seventy-Five Thousand Three Hundred and Sixty-Eight dollars ($2,675,368) which is the maximum amount of money available to the Owner for development of the Project. The actual cost of the project shall not exceed the Owner’s Available Funds.

**Owner’s Representative Team** – the Owner’s Representative Team shall include staff from the following departments: Atlanta-Fulton Public Library System, Risk Management, Department of Finance, Law Department and Purchasing & Contract Compliance.

**Payment Bond** – means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and ended 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 public works construction contract.

**Performance Bond** – means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.

**Plans** – that portion of the Agreement documents describing in drawings, the shapes, outlines, dimensions, characteristics, scope and other similar requirements governing the work, or portions thereof, prepared by the Design/Builder and including revisions thereto. The term is used interchangeably with the word “Drawings” and includes without limitation Standard Details and Drawings.

**Project** – the project is the renovations of the Group 4– Library Renovations under the Design/Build Contract.

**Project Manager (PM)** – the person designated by the Design/Builder to lead the
day-to-day activities and manage the project schedules and costs.

**Program Management Team (PMT)** – the team that is assigned by the County to manage the project in accordance with the scope of work defined in this RFP. The Team will also include Fulton County Staff.

**Proposal** – the document submitted by the offeror in response to this RFP.

**Proposal Bond or Guaranty** – the security furnished with the proposal to guarantee that the Offeror will enter into a contract if their proposal is accepted by the County.

**Proposer** – the entity or individual submitting a proposal in response to his RFP.

**Recipient** - Fulton County Government.

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

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

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

**Scope of Work ("Work")** – All the services specified, indicated, shown, or contemplated by the Contract, and furnished by the Design/Builder including all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

**Sub-Contractors** – an individual, firm, corporation or any combination thereof, having a direct contract with Design/Builder for the performance of a part of the work at the site.

**Sub-Recipient** – Design/Builder, Subcontractors, Firms.

**Substantial Completion** - the date certified by the Design/Builder and County when all or part of the work, identified in the certification, is sufficiently completed in accordance with the requirements of the Agreement documents so that the identified portion of the work can be utilized for the purposes for which it is intended.
Work – All the services specified, indicated, shown, or contemplated by the Agreement documents and furnished by Design/Builder including all design services, materials, equipment, labor, methods, processes, construction and other things necessary to complete such services in accordance with the Agreement documents and that will ensure a functional and complete facility.

Written Notice – A written statement transmitted from one party to an authorized representative of another party.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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 firms 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.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the
County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Monday, March 27, 2017 at 2:00 P.M., local prevailing time**. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Purchasing Representative:** Elsa D. Castro, Assistant Purchasing Agent  
Public Safety Building  
130 Peachtree Street S.W. Suite 1168  
Atlanta GA 30303  
Email: elsa.castro@fultoncountyga.gov  
F: (404) 612-1708

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website [www.fultoncountyga.gov](http://www.fultoncountyga.gov).

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website [www.fultoncountyga.gov](http://www.fultoncountyga.gov). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.
2.5 **TERM OF CONTRACT**

The Design/Builder shall commence work pursuant to this agreement within ten (10) days of mailing or delivery of written notice to proceed. The Design/Builder shall diligently prosecute the work to completion within Eight Hundred (800) calendar days following receipt of the Notice to Proceed. See Section 8, General Conditions, 700-49, Commencement and Duration of Work.

2.6 **RFP SUBMITTALS**

See Exhibit 1 for the RFP Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your proposal. Failure to submit all submittals may deem your proposal non-responsive.

2.7 **PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by an Evaluation Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

2.8 **DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.9 **RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting
agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 **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 Purchasing Code Section 102-448 which is incorporated by reference herein.

2.11 **GENERAL CONTRACTOR’S LICENSE**

Effective July 1, 2008, all general contractors are required to be licensed by the State of Georgia to perform the following work: construction; construction management services; or design/build services as a prime contractor, joint venture partner, or as a subcontractor to a design professional acting as prime contractor as part of a design-build entity of combination, unless exempted from holding such license pursuant to Georgia law (O.C.G.A. 34-41-17). If exempted, Contractor must submit a copy of their Georgia Department of Transportation Certificate of Qualification with their bid.

Bidders must complete Form C2: Georgia General Contractors License Certification in Section 5, Purchasing Forms. Failure to provide the required license shall deem your bid non-responsive.

2.12 **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 5, Purchasing Forms. Failure to provide the required license may deem your bid non-responsive.

2.13 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in Section 7. Proof of insurance must be provided to the County prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the County.

Bonding Requirements:

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the County and authorized to act as such in the State of Georgia.

b. Such bonds shall conform to the forms provided with the Bid documents and be completed in accordance with the instructions.

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

d. The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Alterations, extensions of the time allowed for performance, extra and additional work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.
Proposal Bond or Guaranty – Each proposal must be accompanied by a Proposal Bond/Guaranty in the amount of five percent (5%) of the Design-Build price. The Proposal Bond/Guaranty shall be included in a separate, sealed envelope marked “Proposal Bond/Guaranty”. The Proposal Bond/Guaranty Form can be found in Section 8 of this RFP.

Payment & Performance Bond – the Design/Build Company awarded the contract for the project must provide a Payment Bond and Performance Bond in the amount equal to one hundred percent (100%) of the Design-Build Price prior to the execution of the Contract. The Payment and Performance Bond Forms can be found in Section 9 of this RFP.

2.14 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.15 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County’s “No Contact During Procurement” policy and shall only contact the person designated by the RFP.

2.16 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will
determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County’s decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.17 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

• This RFP does not obligate the County to select, procure or contract for any services whatsoever.

• Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several firms.

• The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County.

• All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

• The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County’s determination.

• The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

• The County reserves the right to waive any technicalities or irregularities in
the Proposals.

- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

- The County may request Proposers to send representatives to the County for interviews and presentations.

- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Proposer.

- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County.

- The County may add to or delete from the Project Scope of Work set forth in this RFP.

- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.

- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.
2.18 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.19 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.20 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.

2.21 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent’s qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent’s maybe required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.
2.22 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Director, Building Engineering/Library Projects, or designated representative.

2.23 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal 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 (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 5, Proposal Forms for declarations and affidavits.

2.24 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall 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.
If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.25 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.

2.26 NON-COLLUSION

By submitting a signed proposal, Offeror certifies and attests that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

2.27 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices 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.
Offeror also certifies and attests that the Offeror has reviewed the form Fulton County contract included in this solicitation and agrees to be bound by its terms, or that the Offeror certifies that it is submitting any proposed modification(s) to the contract terms with its proposal in accordance with Section 2.26, Exceptions to the County’s Contract. The Offeror further certifies that the failure to submit proposed modifications with the proposal waives the Offeror’s right to submit proposed modifications later. The Offeror also acknowledges that the indemnification and insurance provisions of Fulton County’s contract included in this solicitation document are non-negotiable and that proposed modifications to said terms may be reason to declare the Offeror’s proposal as non-responsive.

2.28 EXCEPTIONS TO THE COUNTY’S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Volume II of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror’s proposal clearly marked as “Exceptions.”

The County shall be the sole determiner of the acceptability of any exception(s).

2.29 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the County. Section 102-449 of the Fulton County Code of Laws, which is incorporated as if fully set forth herein, establishes the procedure for the debarment of contractors.

2.30 GENERAL REQUIREMENTS

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 an Offer be other than the manufacturer, the Offer 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 firm 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).
SECTION 3
PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than Monday, April 3, 2017 at 11:00 A.M. and must be addressed to:

REQUEST FOR PROPOSALS #17RFP020717K-EC, Design/Build Services for Library CIP Renovations – Group 4
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS
Project # and Title
[Technical or Cost Proposal]
Proposer’s Name and Address
3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) marked “Original” and five (5) copies on thumb drive media in PDF format.

Contract Compliance Exhibits, two copies; one (1) marked “Original” and one (1) marked “Copy” in a separate sealed envelope.

Financial Information, two copies; one (1) marked “Original” and one (1) marked “Copy” in a separate sealed envelope.

Cost Proposal, two copies; one (1) marked “Original” and one (1) marked “Copy” in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

The scope of works includes, but is not limited to:

- Site analysis and Mobilization Plan
- Programming and Code Analysis
- Execution and Management of Design Phase, within established budget, from Programming through 100% Construction Documents
- Design & Construction Management and execution of a Safety Plan
- Prepare project schedule and monthly updates
• Provide necessary Insurance including Errors & Omissions for Design
• Provide 100% Performance and Payment Bonds prior to Construction
• Pre-Construction Services to include, but not limited to, cost estimating, constructability reviews, Building Envelope Review and Recommendations, long lead item review, schedule development.
• Management and execution of all required permits
• Management and execution of all of the Procurement Phase, in coordination with Fulton County Purchasing
• Management and execution of all Construction Phase activities
• Staging, climate controlled storage and move management for each library will be part of the Design/Build firm’s scope of work. It will be the Design/Builder’s responsibility to develop a staging, climate controlled storage and phasing plan in conjunction with the overall project schedule to be approved by the Owner. The Design/Builder will also be required to move, store and reinstall the existing collections for each library in coordination with library staff. The Design/Builder will also move existing furniture to County’s surplus warehouse.
• Management and execution of the Post Construction Phase including Warranty Management.
• Execute fully the requirements and intent of this RFP

1. The Design/Builder will be required to assume an active role in the control of time and cost of the project. The Design/Builder shall develop a Master Project Critical Path Method (CPM) schedule reflecting all phases of the overall Group and each of the projects including design, procurement, construction and project closeout to the satisfaction of Fulton County. The Schedule shall reflect agreed upon milestones for evaluation of progress and show relationships between tasks, activities, shutdowns and inspection/approvals by responsibility, design, discipline, construction trades and phase of the program. Preparation and adherence to the Project Schedule shall be a contractual responsibility of the Design/Builder. In addition to the Design/Builder’s work the schedule should include the timing and coordination of owner supplied/owner installed items. These items include but are not limited to reinstallation of existing artwork, IT/Data Equipment, Audio/Visual Systems, Networks, and Security Systems, etc. The Design/Builder shall remain fully responsible for designing and constructing the project within the established budget and time constraints.

The Design/Builder shall work closely with the County and other County Design/Builders to coordinate library closures to ensure that the patrons of the library system are not left with areas that have multiple library closures
leaving the patrons with no close library service. Final approval of the schedule/library closures shall be the with the County’s approval.

The Design/Builder shall develop, manage and execute a safety program for all phases of the work with periodic reporting to Fulton County through its Program Manager.

2. The Design/Builder shall make bi-weekly reports to Fulton County/Owner’s Program Manager indicating the status of all activities and depicting their impact on the schedule, budget and functionality of the project and impact on current operations including closings and re-openings of the affected facility.

A. PART 1 – DESIGN/BUILDER’S DESIGN RESPONSIBILITIES

1. The Design/Builder will be responsible for making all applications for building and other development permits. This includes the preparation of applications, drawings, exhibits, surveys, design computation summaries and other documents needed to file for and obtain all necessary permits and to satisfy the Owner and Jurisdiction that the intent of this RFP is being met.

Responsibilities shall include, but not be limited to:

- Prepare detailed existing conditions documents for use in design.
- It is the goal of Fulton County that each library renovation receives, at a minimum, LEED Silver Certification. The D/B shall have on its team an experienced LEED Consultant to serve as the LEED Administrator with responsibility for reviewing and analyzing the options for LEED Silver Certification and submitting recommendations to the Owner regarding the potential paths and feasibility (including cost impacts) for obtaining LEED Silver Certification for each library renovation. The Design/Builder must include in their schedule the submissions for both design and construction phase LEED reviews and include all costs associated with LEED Silver Certification in their Schedule of Values including preliminary reporting, charrettes, LEED Project registration, design and construction submission. The D/B’s LEED Administrator shall be responsible for organizing and conducting LEED charrettes, registering the projects in LEED On-Line; paying all registration and review costs; and developing and submitting all documentation associated with LEED Silver Certification. The D/B’s LEED Administrator shall fully cooperate and communicate with the Owners/PMT’s LEED Consultant. The Design/Builder shall coordinate
and cooperate with the County’s Department of Real Estate and Asset Management (DREAM) to ensure that all systems (Mechanical, Electrical, Plumbing and Technological) conform to the County’s current standards during the design and construction of each library.

- The Design/Builder will coordinate with the County’s selected consultants for Furniture, Fixtures and Equipment (FF&E) and Technology under separate contract with the County. The Design/Builder will include documents from the FF&E and Technology Consultants in their design documents.

- Meet with Atlanta-Fulton Public Library and Fulton County staff for purposes of information gathering in the development of each libraries Program. The Design/Builder will actively participate in community outreach meetings for each library and will incorporate gathered input into their library program.

- Develop library program

- Prepare schematic design, design development and construction documents. Included with each set of design phase documents, the D/B shall provide a detailed cost estimate including quantities and unit costs to the detail and format required by the Owner; detailed schedule and Constructability Review.

- Submit drawings for review and approval by the proper local and/or state agencies and Fulton County/Owner’s Program Manager and make changes as required to obtain approval.

- The Design/Builder shall also hire a qualified surveyor to produce an ALTA survey that will be included in the construction documents.

- Conduct additional surveys and perform other investigations, including hazardous materials testing/reporting, above and beyond that already performed by the County and provided as part of this document as necessary to minimize change orders. Include cost of hazmat survey & remediation allowance in the GMP.

- Perform an ADA compliance review with Fulton County’s ADA Compliance Representative during Design Development.

- Coordinate all aspects of the design

- Update the project schedule at least bi-weekly

- Prepare and submit all documents necessary to obtain all required permits. All permit and other fees are the responsibility of the Design/Builder.

- Conduct, record and distribute meeting minutes of design progress meetings with the Atlanta Fulton Public Library System/Owner’s Program Manager.
• Prepare and submit a detailed Preliminary Design Estimate and Construction Documents Estimate, including GMP Development, of the construction cost for the Project based on approved plans.

2. It shall be the Design/Builder’s responsibility to produce a design in accordance with all applicable codes, rules, regulations and sound design practice that is functional, buildable and maintainable to the complete satisfaction of Fulton County, for a total cost (including Part 1 Design phase) within the allocated project budget of:

Two Million Six Hundred Seventy-Five Thousand Three Hundred and Sixty-Eight Dollars ($2,675,368). This Budget amount includes Owner Controlled Contingency (see Exhibit 2 “Cost Data Form” and Section 00700-111 of the General Conditions) in the amount of Three Hundred Sixty-Three Thousand Four Hundred and Fifty-Eight dollars ($363,458), a Construction Contingency of One Hundred Twenty-One Thousand One Hundred and Fifty-three dollars ($121,153) and an allowance of Three Hundred Ninety-One Thousand Five Hundred and Fifty dollars ($391,550) for FF&E that includes shelving. The D/B shall include the FF&E Allowance & Construction Contingency amounts in their D/B construction costs.

PART 1 – DESIGN/BUILDER CONSTRUCTION RESPONSIBILITIES

1. Construction for the project will commence with the issuance of a Notice-to-Proceed with Construction issued in writing by Fulton County and will terminate when final payment is made by Fulton County to the Design/Builder. Substantial Completion will occur when the project is ready for its intended use in accordance with the approved plans and specifications AND the local Authority having jurisdiction over the project authorizes and issues a Certificate of Occupancy.

2. Scope of Services during the Construction Phase includes, but is not limited to:

• Compliance with Fulton County’s SBE Program
• Prepare and issue bid packages in compliance with Fulton County’s Purchasing requirements
• Pre-Construction Meeting with trades
• Mock-Up construction
• Construction of the Project
• Construction management and administration
• Quality Control Inspections by the Design/Builder with monthly reports issued to Fulton County/Owner’s Program Manager by the Design/Builder’s designer professionals during construction
• Project/Field engineering
• Construction Supervision
• LEED Administration and documentation
• Meetings with Fulton County/Owner’s Program Manager; record and distribute minutes
• Schedule updates at least bi-weekly
• Coordination of the Testing and Materials Inspections with County Contractor
• Obtain and pay for all required inspections and permits
• Minimize disruption to other trades, building occupants
• Implement MBE Utilization Plan
• Pay for all goods and services and provide releases of liens to Fulton County/Owner’s Program Manager as required during execution of work
• Provide information to assist the Fulton County/Owner’s Program Manager with Completion Reports
• Arrange for training Fulton County personnel in operations and maintenance procedures by manufacturers’ representatives
• Obtain Certificate of Occupancy
• Issue Certificate of Substantial Completion including associated punch list that includes Owner's/Owner’s Representative punch list items.

B. PART 1 - DESIGN/BUILDER’S POST CONSTRUCTION RESPONSIBILITIES

1. Items on the punch list must be completed and Final Completion must be achieved within thirty (30) days of Substantial Completion. Also within one (1) month of Substantial Completion, the Design/Builder shall provide five (5) copies of a final report. This report is to include:

• Copies of all meeting minutes
• Copies of all permits
• “As-built” drawings prepared by the A/E (4 sets black line prints & five (5) digital copies)
• Correspondence with regulatory agencies, if any
• Final survey on Mylar and electronic form
• Warranties and guarantees
• Operations and Maintenance Manuals (5 hard copies & 1 digital copy on flash drive).
• Statement certifying Project Completion
• Final Summary of all costs
• Complete all requirements of this RFP
• Warranty Inspections
• Conduct Warranty Review/Facility Inspection one month prior to the end of the general warranty period with Fulton County and facility staff to identify and repair/resolve outstanding warranty issues prior to the end of the warranty period

Please also reference General Conditions Section 00700-92, Scope of Work

C. PART 1 – PROJECT DELIVERABLES

1. The selected Design/Build firm shall evaluate each library based on site observation and an assessment provided by Fulton County, Program Interviews with Atlanta-Fulton Public Library System, and will make recommendations to the Owner.

2. Based on feedback from the Owner, the Design/Build firm will provide programming, design and preconstruction services throughout all phases of the design. Constructability reviews, long lead item review and estimates will be provided at each design phase to assure the Owner's needs are met and the project remains within the budget.

3. In order to expedite the project, early release packages for portions of the work may be released.

4. The selected Design/Build firm will provide Contract Administration and Construction Management services throughout the construction phase. The Contract Administration and Construction Management service shall continue throughout close out of the project.

5. If applicable - in order to maintain service to the libraries patrons, at least one library in an area must remain open, the selected Design/Build firm, as part of their evaluation, will create and submit a phasing plan and schedule to the Owner for approval by the Owner.

6. Some of the projects may require vacating the library under renovation. In these cases, the Design/Build firm will be required to provide Move Management and staging (as necessary) and storage services, including but not limited to, box, collection, artwork, and surplus moves.

7. The County requires the Design/Build firm to utilize the Contract Management software that will be purchased and managed by the County.
The software will be web based. The Design/Build firm shall be responsible for the costs of all seats on Contract Management software that they require. The County will provide general training to three members of the Design/Build firm, any further training required by the Design/Build firm will be the responsibility of the Design/Build firm. It will be required that the Contract Management software contain all project correspondence, including but not limited to, transmittals, submittals, Request for Proposals (RFP’s), Invitation to Bids (ITB’s), document control, change orders, letters, memorandums, meeting minutes, phone logs, construction documents, emails, etc.

8. The Design/Builder shall provide scheduling software (Microsoft Project or Primavera P6 are acceptable) and shall contain all schedules during the design, pre-construction, construction and closeout phases of the project.

D. PART 1 - PROJECT SCHEDULE

1. All work on the Branch Libraries Renovations (Group 4) must be completed and closed-out by June 28, 2019.

2. General: Design/Builder shall provide and maintain a separate schedule for each project. Make the initial schedule available on the document management service prior to submittal of first application for payment. Revise and update schedule monthly and submit with each application for payment. The Owner will not review any payment request until the schedule has been submitted and accepted as information. Prepare Design/Builder’s Schedule using a computerized, time-scaled Critical Path Method (CPM) network analysis diagram for the Work. All key activities and milestones shall be listed, including but not limited to, the following:

a. Permit submittals

b. LEED submittals for both design and construction phases

c. Agency review and approval of permits

d. Preparation and processing of submittals

e. Mobilization and demobilization

f. Purchase of materials

g. Deliveries
h. Fabrication

i. Utility interruptions

j. Installation

k. Testing

l. Provide both .pdf and scheduling software’s editable (either .xer or .mpp/.mpt/.mpd).

Identify Any Float: The measure of leeway in starting and completing an activity. Float time is not for the exclusive use or benefit of either the Owner or the Design/Builder, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this proposal.

2. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc.).

3. Include a brief statement of approach to the work, understanding of the project’s goals and objectives and demonstrated understanding of the project’s potential problems and concerns.

4. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
Section 2 – Technical Approach

1. The Proposer shall describe their technical approach to Scheduling, Phasing, Pre-Design and Design Services along with Pre-Construction, Construction and Post Construction Services for the entire Group 4 and each Branch Library. The technical approach should also provide methodologies for Quality, Schedule and Cost Control.

2. Provide a milestone design and construction schedule include, but not limited to: NTP; Schematic Design Completion; Design Development Completion; Construction Document Completion; Permit Start and Permit Issuance; GMP Submittal; On-Site Mobilization; Construction Start; Substantial Completion; Final Completion.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the person responsible for Managing and Delivering the entire Group 4 - Library Renovation Projects, design team leader(s), project manager(s) and construction superintendent(s).

2. All proposed key personnel must have a minimum of three (3) years work experience in Design/Build project delivery.

3. The Project Manager(s) must have a minimum of five (5) years of experience in Design/Build project delivery within the past seven (7) years.

4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
   - Name and Title
   - Professional Background
   - Current and Past Relevant Work Experience
   - Include two (2) references for each key personnel member on similar projects.

Section 4 – Relevant Project Experience

Identify three (3) projects where the Proposer has performed Design/Build Services on a Project involving multiple sites.

- The name of the project, the owner, year performed and the project location.
- A description of the project.
• A reference, including a contact name, addresses and phone number. This reference should be the owner’s staff member who was in charge of the project for the owner.

Section 5 - Availability of Key Personnel

(1) Percentage of time key personnel will spend on this project
(2) Current workload of key personnel

Section 6 - Local Preference

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business’ submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business’ submission of its proposal or bid as applicable.

In order to receive the Local Preference points of five (5) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP.

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

   The following supporting documentation must be provided:
   • Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
   • Copy of a lease or rental agreement, or;
   • Proof of ownership interest in a location within the geographical boundaries of Fulton County.

2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.
The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).

3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

**Section 7 – Service Disabled Veterans Preference**

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs.

In order to receive the SDVBE Preference points the Proposer must complete and submit Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP certifying under oath that it is eligible to receive the SDVBE preference points. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.

**Section 8 – Cost**

The respondent with the lowest total cost will receive the full 20 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 20, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):
**Lowest cost submitted**

Each successive cost \[ X \] Points allocated for cost in RFP = Cost proposal score

The County will determine responsibility based on the following criteria for the proposer(s) recommended by the Evaluation Committee:

**Section 9 – Proposer Financial Information**

It is the policy of the County to conduct a review of a firm’s financial responsibility in order to determine the firm’s capability to successfully perform the work. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

a. Provide your firm’s most recent balance sheets.

b. Provide your firm’s most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.

d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

**Section 10 – Disclosure Form and Questionnaire**

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm’s business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form C.

**3.5 COST PROPOSAL FORMAT AND CONTENT**

The Cost Proposal shall be provided in a separate sealed envelope. The Cost Proposal shall include current information and shall be arranged and include
content as described below:

**Section 1 - Introduction**

The Proposer shall include an introduction which outlines the contents of the Cost Proposal Form.

**Section 2 - Completed Cost Proposal Forms**

The Proposer is required to complete the Cost Proposal Form provided in Section 8 of this RFP.
SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Approach – Pre-Design and Design Services</td>
<td>15%</td>
</tr>
<tr>
<td>Technical Approach – Pre-Construction and Scheduling</td>
<td>15%</td>
</tr>
<tr>
<td>Technical Approach – Construction and Post Construction</td>
<td>15%</td>
</tr>
<tr>
<td>Qualifications and Experience of Key Personnel</td>
<td>10%</td>
</tr>
<tr>
<td>Relevant Project Experience</td>
<td>13%</td>
</tr>
<tr>
<td>Availability of Key Personnel</td>
<td>5%</td>
</tr>
<tr>
<td>Service Disabled Veterans Preference</td>
<td>2%</td>
</tr>
<tr>
<td>Local Preference</td>
<td>5%</td>
</tr>
<tr>
<td>Cost Proposal (Total of A, B, and C)</td>
<td>20%</td>
</tr>
<tr>
<td>TOTAL POINTS</td>
<td>100%</td>
</tr>
</tbody>
</table>
SECTION 5
PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form A: Georgia Security and Immigration Contractor Affidavit/Agreement
Form B: Georgia Security and Immigration Subcontractor Affidavit
Form C: Disclosure Form and Questionnaire
Form D: Professional License Certifications
  ▪ Form D1 – Georgia Utility License Contractor License
  ▪ Form D2 – Georgia General Contractors License
  ▪ Form D3 – Georgia Professional License
Form E: Local Preference Affidavit of Bidder/Offeror
Form F: Service Disabled Veteran Preference Affidavit of Bidder/Offeror
5.2 PROPOSAL FORMS DESCRIPTION

Georgia Security and Immigration Contractor Affidavit and Agreement
Proposer shall complete and submit Form A, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Georgia Security and Immigration Subcontractor Affidavit
Proposer shall ensure that any and all subcontractor(s), that will be utilized for this project shall complete and submit Form B, Subcontractor Affidavit.

Disclosure Form and Questionnaire
The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit Form C, which requests disclosure of business and litigation.

Professional License
Proposer and any subcontractor(s) performing work required by state law to be licensed must provide a copy of their license for the work they will perform on this project.

Local Preference Affidavit of Bidder/Offeror
Proposer shall complete and submit Form E, which certifies that the Proposer is eligible to receive local preference points.

Service Disabled Veteran Preference Affidavit of Bidder/Offeror
Proposer shall complete and submit Form F, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise (“SVDBE”) by the County’s Office of Contract Compliance.
FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

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

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] ____________________________ on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

_______________________
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _________________, 20__.

Notary Public: ______________________________

County: ___________________________________

Commission Expires: _______________________

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

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

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

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

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor] on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this ______ day of ________________, 20__,

Notary Public: ________________________________

County: _____________________________________

Commission Expires: ________________________

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

Form C: OFFEROR’S DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term “Offeror” means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

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

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

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

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

   Circle One:       YES       NO

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

   Circle One:       YES       NO

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

   Circle One:       YES       NO

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

   Circle One:       YES       NO

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

   Circle One:       YES       NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

   Circle One:     YES     NO

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

   Circle One:     YES     NO

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

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

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

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

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

On this ______ day of ____________________, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

___________________________________
(Title)

Sworn to and subscribed before me,

This ______ day of ____________________, 20__

(Notary Public) (Seal)

Commission Expires ____________________
(Date)
FORM D1: CONTRACTOR’S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor’s Name: _____________________________________________________________

Utility Contractor’s Name: ______________________________________________________

Expiration Date of License: _____________________________________________________

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

Signed: _______________________________________________________________________

Date: _______________________________________________________________________

(ATTACH COPY OF LICENSE)
FORM D2: CONTRACTOR’S GEORGIA GENERAL CONTRACTOR’S LICENSE CERTIFICATION

Contractor’s Name: _____________________________________________________________

General Contractor’s License Number: ____________________________________________

Expiration Date of License: _____________________________________________________

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

Signed: _______________________________________________________________________

Date: _________________________________________________________________________

(ATTACH COPY OF LICENSE)
FORM D3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor’s Name: ________________________________________________________________

Performing work as: Prime Contractor ____  Sub-Contractor ____

Professional License Type: _______________________________________________________

Professional License Number: ____________________________________________________

Expiration Date of License: _______________________________________________________

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

Signed: ________________________________________________________________________

Date: _________________________________________________________________________

(ATTACH COPY OF LICENSE)
STATE OF GEORGIA  
COUNTY OF FULTON  

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror ____________________________ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

_________________________________________________ (Affix corporate seal here, if a corporation)

(BUSINESS NAME)

_________________________________________________

(FULTON COUNTY BUSINESS ADDRESS)

_________________________________________________

(OFFICIAL TITLE OF AFFIANT)

_________________________________________________

(NAME OF AFFIANT)

_________________________________________________

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this ______ day of _________________, 20____.

Notary Public: ________________________________

County: _____________________________________

Commission Expires: ___________________________
STATE OF GEORGIA  
COUNTY OF FULTON

FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF  
BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror ___________________ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

_________________________ (Affix corporate seal here, if a corporation)

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

_________________________ (OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this ______ day of ________________, 20____.

Notary Public: ________________________________

County: _____________________________________

Commission Expires: _________________________
SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

SBE FORMS WILL BE ISSUED VIA AN ADDENDUM
SECTION 7

INSURANCE AND RISK MANAGEMENT PROVISIONS
Insurance and Risk Management Provisions  
Design/Build Services for Library CIP Renovations - Group 4

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverage and/or higher limits that the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A 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 Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). 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, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

   Employer’s Liability Insurance   BY ACCIDENT   EACH ACCIDENT   $1,000,000
   Employer’s Liability Insurance   BY DISEASE   POLICY LIMIT   $1,000,000
   Employer’s Liability Insurance   BY DISEASE   EACH EMPLOYEE   $1,000,000

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   $2,000,000
   Personal and Advertising Injury   Limits   $1,000,000
   Damage to Rented Premises   Limits   $100,000

Effective 02-07-17
3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

   **Bodily Injury & Property Damage**  
   Each Occurrence $1,000,000  
   (Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY**

   In excess of above noted coverages  
   Per Occurrence $1,000,000

5. **PROFESSIONAL LIABILITY**

   Per Occurrence/Claim $2,000,000

   Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

6. **BUILDERS’ RISK:**

   To be written on a Builders Risk “Special Perils” form at 100% Completed Value for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against perils or cause of loss to include but not limited to the following: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at minimum, the following sub-limits of insurance and deductibles:

   **Sub-limits:**
   - Property in Transit $500,000
   - Property in Offsite Storage $500,000
   - Plans & Blueprints $25,000
   - Debris Removal 25% of Insured Physical Loss
   - Ordinance of Law (Increased Cost of Construction) $500,000
   - Flood and Earthquake Full Contract Value

   **Deductibles:**
   - Flood and Earthquake $50,000 (Maximum)
   - Water Damage other than Flood $100,000
   - All other Perils $10,000

**Certificates of Insurance**

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers’ Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its’ equivalent or on a blanket basis.

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.

Effective 02-07-17
The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

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

**Important:**
It is understood that neither failure to nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

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

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE RESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _________________________ SIGNATURE: __________________________

NAME: ___________________________ TITLE: ________________________________

DATE: ____________________________

Effective 02-07-17
SECTION 8
PROPOSAL BOND
PROPOSAL BOND

The Public Works Construction Law, 36-91-50(a), requires all offerors to submit Proposal Bonds for all public works construction contracts with estimated bids or proposals over $100,000.

No proposal for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Proposal Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Proposal Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No proposer name shall be read aloud or considered if a proper proposal bond has not been submitted.

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.
PROPOSAL BOND  
#17RFP020717K-EC, DESIGN/BUILD SERVICES FOR LIBRARY CIP RENOVATIONS – GROUP 4  
FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE

hereinafter called the PRINCIPAL, and

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of

and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _________________________________ Dollars and Cents ($________________) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for #17RFP020717K-EC, Design/Build Services for Library CIP Renovations – Group 4, a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney’s fees to be fixed by the Court.
Enclosed is a Proposal Bond in the approved form, in the amount of ___________________________ Dollars ($____________________) being in the amount of five percent (5%) of the Contract Sum.
The money payable on this bond shall be paid to the COUNTY, for the failure of the Offeror to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)
IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this ____________ day of ______________________, 20___.

ATTEST:

PRINCIPAL
_________________________________________  BY____________________________________
(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _________________________________, certify that I am the Secretary of the Corporation named as principal in the within bond; that ____________________________, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY
____________________________________
(CORPORATE SEAL)

SURETY
_________________________________________  BY____________________________________
(SEAL)

END OF SECTION
BID FORM

Submitted To: Fulton County Government

Submitted By: ____________________________________________________________

For: #17RFP020717K-EC, Design/Build Services for Library CIP Renovations – Group 4

Submitted on ____________________________, 20__.

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

The Offeror 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 Proposers and General Conditions furnished prior to the receipt of proposals; that he has satisfied himself relative to the work to be performed.

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

THE PROPOSAL AMOUNT IS THE AMOUNT UPON WHICH THE OFFEROR WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE MOST REASONABLE AND RESPONSIBLE PROPOSAL.

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

TOTAL PROPOSAL AMOUNT (Including Owner Contingence and GMP Amount)

$________________________

(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Offeror agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order by the County Representative and to fully complete all work under this Contract within Eight Hundred (800) consecutive calendar days from and including said date.

The Offeror 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 Offer proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Offeror also understands that payment will be made on the basis of actual quantities at the unit price proposal 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 Offeror furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Proposal Bond accompanying his proposal and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

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

_____________________________ Dollars

($____________________) according to the conditions of “Instructions to Proposers” and provisions thereof.

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

ADDENDUM # ___________ DATED ___________
ADDENDUM # ___________ DATED ___________
ADDENDUM # ___________ DATED ___________
ADDENDUM # ___________ DATED ___________
ADDENDUM # ___________ DATED ___________

OFFEROR: ____________________________________________

Signed by: ____________________________________________
[Type or Print Name]

Title: ____________________________________________

Business Address: __________________________________

____________________________________________________

Business Phone: ______________________________________

Offer’s Contractor License No: __________________________
[State/County]

License Expiration Date: ______________________________

Note: If the Offeror is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.
The full name and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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END OF SECTION
COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: ______________________

For: Submitted on ____________________, 2017

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all design and construction services, labor, technical and professional services, materials, supplies, equipment, Design-Builder Fees, Architectural and Engineering Fees, and General Conditions Fees for the satisfactory completion of the Project for a cost not to exceed Two Million Six Hundred Seventy-Five Thousand Three Hundred and Sixty-Eight Dollars ($2,675,368), which amount is hereinafter called the Owner’s Available Funds.

We propose to furnish all design, architecture, engineering and construction services called for by the Proposal Documents for the following lump sum fees:

**Design/Build - Design & Pre-Construction Fees (A):**

- East Point Library $______________________________
- Fairburn Hobgood-Palmer Library $______________________________

  TOTAL (A) $______________________________

**Design/Build Construction Management Fees (B):**

- East Point Library $______________________________
- Fairburn Hobgood-Palmer Library $______________________________

  TOTAL (B) $______________________________

**Design/Builder Construction General Conditions (C):**

- East Point Library $______________________________
- Fairburn Hobgood-Palmer Library $______________________________

  TOTAL (C) $______________________________

  TOTAL (A+B+C) $______________________________
### Design/Build Construction Costs (D):

<table>
<thead>
<tr>
<th>Library Name</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>East Point Library</td>
<td>$______________________________</td>
</tr>
<tr>
<td>Fairburn Hobgood-Palmer Library</td>
<td>$______________________________</td>
</tr>
</tbody>
</table>

**CONSTRUCTION COST TOTAL (D):** $ __________________________ (Not to Exceed Amount)

### OWNER CONTROLLED CONTINGENCY (E): $ 363,458

### GMP AWARD (A+B+C+D+E) $ 2,675,368 (Not to Exceed Amount)

(GMP Award in Words of lines A+B+C+D+E)
SECTION 9
PAYMENT AND PERFORMANCE BONDS
SECTION 9
BONDING REQUIREMENTS

Payment Bond – the Design/Build Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the Design-Build Price prior to the execution of the Contract.

Performance Bond – the Design/Build Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the Design-Build Price prior to the execution of the Contract.
PROPOSAL BOND

#17RFP020717K-EC
DESIGN/BUILD SERVICES FOR LIBRARY CIP RENOVATIONS – GROUP 4

FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE _______________________________

hereinafter called the PRINCIPAL, and _______________________________

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of ________________________________, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government, in the penal sum of _______________ Dollars and Cents ($______________) good and lawful money of the United States of America, to be paid upon demand of the Fulton County Government, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the Fulton County Government, for #17RFP020717K-EC, Design/Build Services for Library CIP Renovations – Group 4 a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law;

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payment Bonds payable to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the Fulton County Government, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgement is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney’s fees to be fixed by the Court.

Enclosed is a Proposal Bond in the approved form, in the amount of _______________________________ Dollars

($_____________________) being in the amount of five (5%) percent of the CONTRACT Sum. The money payable on this bond shall be paid to the Fulton County Government, for the failure of the Offer to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.
IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this ____________ day of 20__. 

ATTEST:

PRINCIPAL

______________________________________ BY __________________________________________ (SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____________________________________, certify that I am the Secretary of the Corporation named as principal in the within bond; that __________________________________________, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

______________________________________

SECRETARY

(CORPORATE SEAL)

SURETY

______________________________________ BY __________________________________________

(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 ____________, 20__. 

(SEAL)

(Principal)

By: ________________________________

Attest:

______________________________

Secretary

(SEAL)

(Surety)

By: ________________________________

Attest:

______________________________

Secretary

(Address of Surety’s Home Office)

(Resident Agent of Surety)
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _________________________________

(Insert name of Contractor)

(hereinafter called the “Principal”) and _____________________________(hereinafter called the

(Insert name of Surety)

“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, 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 ________________________, which is incorporated herein by reference in its entirety
(hereinafter called the “Contract”), for construction-type services of a project known as Design/Build
Services for Library CIP Renovations – Group 4, as more particularly described in the Contract
(hereinafter called the “Project”);

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 under the
Construction-Type Contract, 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 ________________, 20____.

__________________________________(SEAL)
(Principal)

By: ____________________________________________

Attest:

______________________________________________
Secretary

___________________________________________(SEAL)
(Surety)

By: ____________________________________________

Attest:

______________________________________________
Secretary

______________________________________________
(Address of Surety’s Home Office)

______________________________________________
(Resident Agent of Surety)

END OF SECTION
EXHIBIT 1

The following submittals shall be completed and submitted with each proposal (see table below “Required Proposal 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.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Required Proposal Submittal Check List</th>
<th>Check (✓)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One (1) Proposal marked “Original”, five (5) thumb drives</td>
<td></td>
</tr>
</tbody>
</table>
| 2      | *Form A: Georgia Security and Immigration Contractor Affidavit(s) and Agreements  
Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit |           |
| 3      | *Form B: Georgia Security and Immigration Subcontractor Affidavit(s) |           |
| 4      | Technical Proposal |           |
| 5      | Cost Proposal (submitted in a separate sealed envelope) |           |
| 6      | Financial Information (submitted in a separate sealed envelope) |           |
| 7      | Acknowledgement of each Addendum |           |
| 8      | Executive Summary  
  Technical Approach/Detailed Work Plan  
  Project Team Qualifications/Qualifications of Key Personnel  
  Relevant Project Experience  
  Proposer Financial Information  
  Availability of Key Personnel |           |
| 9      | Purchasing Forms  
  Form C: Disclosure Form & Questionnaire  
  Form D: Professional License  
  Form E: Local Preference Affidavit of Bidder/Offeror  
  Form F: Service Disabled Veteran Preference Affidavit of Bidder/Offeror |           |
| 10     | Office of Contract Compliance Requirements (separate envelope) |           |

Evidence of Insurability, proposer must submit one (1) of the following:  
Letter from insurance carrier  
Certificate of Insurance  
An umbrella policy in excess of required limits for this project