



## **REQUEST FOR PROPOSALS**

**STANDBY PROFESSIONAL SERVICES  
FOR FACILITIES RELATED  
DESIGN, ENGINEERING AND ASSESSMENTS**

**Fulton County RFP Number: 05RFP001YK**

**Pre-Proposal Conference Date/Time:  
Monday, August 30, 2004 @2:00 P.M, Legally Prevailing Time**

**Proposal Submittal Due Date/Time:  
Monday, September 27, 2004 @11:00 AM, Legally Prevailing Time**

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**Jerome Noble, Director, Department of Purchasing  
Fulton County Government**

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**OWNER – STANDBY CONSULTANT AGREEMENT  
FULTON COUNTY GEORGIA  
(SAMPLE CONTRACT, Attachment Pages 2-20)**

**BID SUBMISSION FORMS AND EXHIBITS CHECKLIST**

Please use this list to ensure that you have executed and submitted the following forms that relate to your bidding status. Failure to not properly execute and submit these forms may result in your bid being deemed non-responsive and bid may not be considered for award.

**Department of Purchasing Forms  
(Must be properly executed and submitted with your bid response)**

- \_\_\_\_\_ Required Number of Bid submission copies
- \_\_\_\_\_ Bid pricing sheet (Submitted as per instructions)
- \_\_\_\_\_ Executed and signed Certification Regarding Debarment
- \_\_\_\_\_ Executed and signed Non-collusion Affidavit of Bidder
- \_\_\_\_\_ Executed and signed Non-collusion Affidavit of Subcontractor
- \_\_\_\_\_ Executed and signed Certificate of Acceptance of Request for Bid Requirements
- \_\_\_\_\_ Executed and signed Addenda(s) acknowledging receipt of such, if any were issued
- \_\_\_\_\_ Fulton County Bidding General Requirements, Notice to All Bidders (Form 99)
- \_\_\_\_\_ Non-Discrimination in Contracting and Procurement

**Department of Contract Compliance Forms  
(Must be properly executed and submitted with your bid response)**

- \_\_\_\_\_ **Equal Business Opportunity Plan or Statement** (Prime Bidder Only, see instructions for developing this plan under bid section describing the EBO Plan)
- \_\_\_\_\_ Executed and signed Exhibit A – **Promise of Non-discrimination** (Prime Bidder Only)
- \_\_\_\_\_ Executed and signed Exhibit B – **Employment Report** (Prime Bidder and all subcontractors identified on Exhibit C)
- \_\_\_\_\_ Executed and signed Exhibit C – **Schedule of Intended Subcontractor Utilization** (Prime Bidder Only)
- \_\_\_\_\_ Executed and signed Exhibit D – **Letter of Intent to Perform as a Subcontractor or Provide Materials or Services** (Prime Bidder and Subcontractors)
- \_\_\_\_\_ Executed and signed Exhibit E – **Declaration Regarding Subcontracting Practices** (Prime Bidder Only when no subcontractors are utilized)
- \_\_\_\_\_ Exhibit F – **Joint Venture Disclosure Affidavit** (Note: Each Joint Venture Partner must complete the following

Compliance:

- ❖ Compliance Exhibits A
- ❖ Compliance Exhibit B
- ❖ Compliance Exhibit C (If a JV Partner has identified subcontractors)
- ❖ Compliance Exhibit D (If a JV Partner has identified subcontractors, then the JV Partner and subcontractors must complete Exhibit D), and
- ❖ Compliance Exhibit E (If no subcontractor(s) are identified by the joint venture partners)

**NOTE TO VENDOR:**

PLEASE RESPOND TO THE ATTACHED PROPOSAL. EVEN IF YOUR COMPANY’S RESPONSE IS A “NO-QUOTE”. COMPLETION OF THIS FORM IS NOT REQUIRED. IT IS OPTIONAL. WE ARE VERY INTERESTED IN ENSURING THAT OUR PROPOSALS ARE NON-RESTRICTIVE AND THAT NO PROPOSER IS ELIMINATED ARBITRARILY. IT IS THE COUNTY’S INTENT TO ABOLISH ANY AND ALL BARRIERS TO ITS’ PROCUREMENT PROCESS WHICH PREVENTS INTERESTED AND QUALIFIED PROPOSERS FROM PARTICIPATING.

SHOULD YOU RESPOND WITH A “NON-QUOTE”, PLEASE EXPLAIN WHY.

EXAMPLES ARE:

- (1) OUR COMPANY CANNOT MEET THESE SPECIFICATIONS BECAUSE YOU REQUIRE:

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- (2) OUR COMPANY CAN NOT COMPETITIVELY QUOTE ON THIS PRODUCT OR SERVICE BECAUSE:

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- (3) OTHER:

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YOUR RESPONSE WILL BE GIVEN CAREFUL CONSIDERATION AND INCLUDED IN THE PROPOSAL FILE WITH OTHER VENDOR COMMENTS. IF IT APPEARS, FROM THE FEEDBACK RECEIVED, THAT THE SPECIFICATIONS ARE RESTRICTIVE YOUR INPUT WILL HELP THE COUNTY MAKE THE NECESSARY CHANGES SO THAT A GREATER NUMBER OF INTERESTED PROPOSERS ARE INCLUDED, YOUR INPUT IS NEEDED, IT WILL MAKE A DIFFERENCE!

## SECTION I – GENERAL INFORMATION

**A. Purpose:**

The Fulton County Purchasing Department is seeking Proposals from qualified and experienced vendors to provide Standby Professional Services for Facilities related Design, Engineering and Assessments in support of the General Services Department to establish one or more stand-by contracts for each group or discipline identified within this Request for Proposal (RFP) on an “as needed-task assignment” basis for professional services.

**B. Description of Project:**

The services being sought under this Request for Proposals (RFP) are professional in nature. The evaluation of the proposals will be based on consideration of the demonstrated responsiveness to RFP criteria as described below. To be considered, Proposers must possess and be prepared to provide expertise, resources and personnel experienced in the various phases of planning, design and engineering. Under the Standby Contract, the Proposer shall furnish all design, labor, materials and equipment needed to perform the work.

**C. Term of Contract:**

The term of the contract will be from award date through twelve (12) succeeding months from date of award by the Fulton County Board of Commissioners. Fulton County reserves the right of an option of one (1) additional twelve (12) month renewal period pending availability of appropriated funding, contractor compliance with county rules and policies, satisfactory performance reports and Board of Commissioners approval. Option year prices shall be maintained at the rates approved at contract start.

**D. No Contact Provision:**

In accordance with Fulton County Policy & Procedure 800-9, 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.

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.

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 not responsive, and same shall not be considered for award.

Between the date of the issuance of any solicitation of bids or proposals for County contracts and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, no County officer, elected official, employee, or designated County representative,

except in the course of carrying out obligations as a member of or a designated advisor to a vendor selection committee acting in accordance with the terms and conditions of the solicitation, shall initiate or continue any verbal or written communications regarding the solicitation with any person, firm, or business entity, however situated or composed, or any such representative of same, who the officer, elected official, employee, or representative knows or should have known has obtained a copy of the solicitation and either has submitted or may submit a bid or proposal; provided, further, except for members of or designated advisors to a vendor selection committee, no County officer, elected official, employee, or designated County representative shall contact any member of such a vendor selection committee regarding a pending solicitation between the date of the issuance of the solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, and all inquiries during this period regarding the solicitation shall be directed to the Purchasing Agent.

**E. Proposal Contact;**

Information regarding the proposal, either procedural or technical, may be obtained by contacting **William Long** at **(404) 730-7660**, Fulton County Department of Purchasing. Information regarding the proposal requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Purchasing Department  
Attn: **William Long**  
130 Peachtree Street S.W., Suite 1168  
Atlanta, GA 30303  
Phone: **(404) 730-7660**  
Fax: (404) 893-1744

**F. Pre-Bid Conference:**

A non-mandatory pre-bid conference will be held in the Fulton County Purchasing Department Conference Room, located at, 130 Peachtree St., S.W., , Suite 1168, Atlanta, Georgia, 30303. Inquiries regarding this solicitation, either technical or otherwise must be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference. Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the county's official responses.

The meeting shall be conducted for the purpose of explaining the County's Standby concept, the documents, answering questions and discussing issues from the Proposer's perspective.

**Date: Monday, August 30, 2004**  
**Time: 2:00 PM local time**  
**Location: Fulton County Purchasing Department, Public Safety Building**  
**130 Peachtree St., S.W. Suite 1168**  
**Atlanta, Georgia, 30303**

The last day to submit written inquiries will be **September 10, 2004 at 5:00 PM**. Only communications that are in writing and signed will be recognized by the County. All inquiries must include name of the proposal and the proposal RFP number. The County shall not be responsible for

oral interpretations given by any County Employee, representative or others. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information can be given.

**G. Addenda**

If any addenda are issued to this request for proposal, the County will attempt to notify all prospective proposers who have secured same; however, it shall be the responsibility of each proposer, prior to submitting the proposal, to contact the Fulton County Department of Purchasing at (404) 730-5800 to determine if addenda were issued and to make such addenda a part of the proposal.

The last day of inquiries will be **September 10, 2004 at 5:00 PM**. Only communications that are in writing and signed will be recognized by the County. All inquiries must include name of the proposal and the proposal RFP number. The County shall not be responsible for oral interpretations given by any County Employee, representative or others. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information can be given.

**H. Proposal Submission:**

Sealed proposals from Proposers **must** be submitted to:

Fulton County Purchasing Department  
Attn: **William Long**  
130 Peachtree Street S.W., Suite 1168  
Atlanta, GA 30303

**Date: September 27, 2004**  
**Time: 11:00 AM**

Proposed RFP Schedule: Each proposing firm is obligated, if selected, to engage into a contract with the County upon Notice of Award. The following is the proposed selection schedule.

- a. Pre-Proposal Conference: **Monday, August 30, 2004 @ 2:00 PM**
- b. Final Date to Receive Inquiries: **Friday, September 10, 2004 @ 5:00 PM**
- c. Proposal Submission Date: **Monday, September 27, 2004 @ 11:00 AM**

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

Proposals shall clearly indicate the legal name, address, and telephone number of the proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.

**I. Late Proposals/Modifications**

Late Proposals/Late Modifications: Proposals or modifications received after the proposal due date and time shall be deemed as late and will not be accepted and/or considered.

**J. Proposal Development Expense:**

Any and all expenses for making proposals to the County are to be the responsibility of the proposer.

**K. Irrevocable Offer:**

No Proposal may be modified, withdrawn, or cancelled by the Proposer for ninety (90) days following the date and time designated for receipt of Proposals, and each Proposer so agrees in submitting its Proposal. All adjustment factors shall remain valid during this time period unless noted otherwise.

Prior to the date and time designated for receipt of Proposals, a Proposal may be withdrawn on written or facsimile (fax) request, provided that written confirmation of any fax withdrawal over the signature of the Proposer must have been mailed and postmarked on or before the date and time set for receipt of Proposals. A withdrawn Proposal may be resubmitted up to the date and time designated for receipt of Proposals, provided that it is then fully in conformance with these Instructions to Proposers.

**L. Reserved Rights:**

Fulton 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 proposer providing the lowest cost proposal 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.

**M. Applicable Laws:**

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

**N. Contract Document:**

The agreement or contract resulting from the acceptance of a proposal shall be the contract agreement document in the format form and content contained herein, except the County Attorney has the unilateral right to modify this agreement, as may be necessary.

**O. Availability of Documents:**

Availability of Documents: Copies of the Request for Proposal documents will be available on hard copy at the Pre-proposal Conference and at the Purchasing Department address specified above.

**P. Examination of Contract Documents:**

Prospective Proposers shall examine the Contract Documents and, before submitting a proposal, shall make a written request to the County or its designee for an interpretation or correction of any ambiguity, inconsistency or error therein which could be discovered by a proposer.

At the time of the opening of proposals, each proposer shall be presumed to have read and to be familiar with the Contract Documents.

**Q. Insurance Requirements:**

Proof of Insurance shall be provided as stipulated here and in the contract agreement contained herein.

**WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)**

EMPLOYER’S LIABILITY	BY ACCIDENT-EACH ACCIDENT	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	\$500,000.
	BY DISEASE - EACH EMPLOYEE	\$500,000.

**COMMERCIAL GENERAL LIABILITY INSURANCE (Including Contractual Liability Insurance)**

Body Injury and Property Damage Liability	Each Occurrence	\$1,000.000.
(Other than Product/Completed Operations)	General Aggregate	\$2,000.000.
Products/Completed Operation	Aggregate Limit	\$1,000.000.
Personal and Advertising Injury	Limits	\$1,000.000.
Fire Damage	Limits	\$ 100.000.

**BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Combined Single Limits** Each Occurrence \$1,000.000.  
(Including operation of non-owned, owned and hired automobiles).

**PROFESSIONAL LIABILITY** Each Occurrence \$1,000,000  
(Required if respondent providing quotation for professional services).

**FIDELITY BOND** (Employee Dishonesty) Each Occurrence \$1,000.000

**ELECTRONIC DATA PROCESSING LIABILITY** Limits \$1,000.000  
(Required if computer proposer)

**R. Information to Be Submitted:**

Proposers must be straight forward and provide concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly demonstrate the bidders technical approach and rational. All proposals shall be spiral bound or a AGBC type binder with all pages being 8.5” x 11”. The proposal must have a table of contents and each page must be numbered.

**Technical Proposal:** Submit one signed original and five (5) copies of the technical proposal, shall be submitted in one (1) sealed package.

**Cost Proposal:** Submit one (1) original and five (5) copies of the sealed cost proposals shall be furnished in a separate package from the technical proposals. The envelope/package **must** be clearly marked on the outside.

1. **Technical Proposal:** Technical proposals will be evaluated according to percentage weights, totaling to seventy (70) points, assigned to the following five summary criteria, listed in order of relative importance. Technical proposals shall be bound, and the cover shall clearly indicate:
  - a. The Project
  - b. RFP number,
  - c. Proposer's Name
  - d. Proposal Submittal Date
  - e. List of the Discipline(s) for Which They Would Like to be Considered

Team proposal for one Group of services will be considered.

Provide a table of contents and section dividers or tabs to identify and separate the required submittal information to match the outline provided below.

a. **Experience:** **(25 points max)**

- 1) Introduction Letter: provide an introduction letter if desired. *(One page max.)*
- 2) Recent Project Type Experience: *(Two pages per contract max.)* Provide a summary of the most recent projects similar to this standby services contract in which the Proposer (local office) participated during the last five (5) years.
- 3) ADA: *(Two pages max.)* Provide specific supporting data on experience, knowledge and abilities for understanding and complying with the Georgia Accessibility Codes for Buildings & Facilities (ADAAG).
- 4) Historic Preservation: *(Two pages max.)* Provide specific supporting data on experience, knowledge and abilities for understanding and complying historic preservation approaches to design and engineering.
- 5) Client References: *(Two pages max.)* (Service provided, year of service, company name, contact name and title, address, phone number) minimum of three (3) clients other than Fulton County where Standby A/E services or similar have been provided.

b. **Organization and Experience of Proposed Staff:** **(25 points max)**

- 1) Project Organization Chart: *(One page max.)* Provide an organization chart for your team. Your team must include each discipline listed below. Clearly indicate each discipline, company name, principal-in-charge and project manager(s) assigned with the overall project coordination.
- 2) Assigned Staff - Resumes of Personnel Assigned to the Project: *(One page max. each)* Enclose brief resumes of the Principle in Charge and the Lead Project Manager and all other personnel to be assigned to this project, their responsibilities, previous and current experience, educational and professional history, and length of time employed by the firm as a full time employee. Resumes may be submitted in Form SF 255 format or a format that provides required information.
- 3) Availability of Personnel & Other Commitments: *(Two pages max.)* Provide information on the availability of all personnel proposed for this project. Include other commitments by all the team member firms, and estimated completion dates and current status by project.

**c. Quality Assurance/Quality Control: (15 points max)**

- 1) Quality Assurance-Workplan: (*Two pages max.*) Provide a project approach workplan summarizing the teams quality control, method for coordination of disciplines, production methods, cost control and schedule control measures.

**d. Financial Responsibility: (5 points max)**

- 1) Financial Capability: Submit corporate financial statements for the prime proposing firm from the past two (2) consecutive years. Provide audited financial statements if available.
- 2) Insurance Coverage: Submit proof of insurance. Identify the extent of Professional (Errors and Omissions) and General Liability Insurance coverage for all firms on the project team. Submit a copy of insurance certificates showing Professional and General Liability coverage. Refer to the attached Agreement for limits and requirements.

**e. Cost Proposals: (20 points max.)**

- Proposers shall submit cost proposals with technical proposals in separately sealed envelopes. The envelope shall include the Project Title, RFP number, prime respondent's name, and proposal date.
- Cost proposals shall be completed and submitted on Section IV: Cost Proposal – Schedule of Fees within this RFP.
- The detailed cost proposal shall show the positions and hourly rates for all employees that may be assigned to the work. Hourly rates shall include labor unit costs, multipliers, overhead, and profit.
- Following opening of the cost proposals, the County may require clarifications associated with scope and cost assumptions. Clarifications shall be provided by the Proposer within twenty-four hours of written request.
- Cost proposals may not be withdrawn, modified, or cancelled for ninety (90) calendar days after the date of submittal. Each respondent agrees to these conditions in submitting its proposal.
- This cost proposal will be the basis of cost for individual project proposals. The selected firms shall provide a cost proposal prior to program development for each project that is based upon these rates. The fee will be submitted in a “fee matrix” (spreadsheet) divided into phases and will accommodate Fulton County's ability to monitor costs of services at any phase. A written program scope of work will be issued by Fulton County for each individual project. Invoices for services rendered shall be billed per these fees.

**Location of Firm: (10 points if in Fulton County and 0 points if not in Fulton County)**

- 1) Location of Firm & Local Preference Policy: (*One page max.*) Indicate location of Proposer's office (address and county). Points will only be awarded for the Prime Vendor's location; points will not be awarded for sub-consultants.
- 2) The County has a policy of local preference for vendors that desire to do business with Fulton County. Receiving local preference points is based upon a proposing firm or a member of a

joint venture having an office in Fulton County. Only those firms with an office in Fulton County will receive the ten (10) points.

**S. Evaluation and Selection Committee:**

A duly appointed Selection Committee shall rank the proposals and make recommendation to the Board of Commissioners for award of the contract. Determinations shall be based on the following criteria and relevant weights of importance.

**T. Request for Proposal Evaluation Process**

1. Proposals shall be reviewed and evaluated by an RFP Evaluation Committee. This Committee will submit a recommendation to the Fulton County Board of Commissioners for approval and contract award. Proposals will be evaluated and scored according to a predetermined weighting of criteria indicated within this RFP.
2. The technical Proposals shall be evaluated and scored first. After review and scoring of the technical proposals, sealed cost proposals will be opened and evaluated and scored by the RFP Evaluation Committee.
3. Discussions for the purpose of clarifying submitted proposals related to the RFP may be conducted with Proposers. These Proposers shall be notified in writing by the Fulton County Department of Purchasing. Discussions shall be conducted with only proposed team members identified on the project organizational chart. Other company principles, marketing and business development staff shall not attend the discussions.
4. 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. The Proposer shall provide information the County deems necessary to make this determination. Such information may include documentation to further support information submitted from a Proposer that is reasonably susceptible of being selected for award of a contract.
5. The RFP Evaluation Committee will make a recommendation to the Fulton County Board of Commissioners for approval of the recommended firm and to enter into an Agreement.
6. The firms that are approved by the Fulton County Board of Commissioners will be notified of its approval by issuance of a Notice of Award, and will be required to execute the Agreement provided in this RFP. The County reserves the right to modify the Agreement upon recommendation of the County Attorney.
7. The County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal or proposals received, and to accept the proposal that, in its judgment, is in the County's best interest.

8. The County assumes no responsibility or obligation to Proposers and will make no payment for any costs associated with the preparation or submission of proposals.
9. Failure to comply with the submittal requirements or failure to submit any required documents may result in the proposal being found non-responsive and not considered.
10. No changes or substitutions shall be permitted in the Proposer's key personnel as set forth herein without the prior written approval of the County.
11. The County reserves the right 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 Proposer submitting the lowest price and the County reserves the right to award the contract to the responsible Proposer submitting a responsive proposal 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.
12. Discussions may be made by the Purchasing Agent, in conjunction with the user department, with responsible Proposers who submit proposals determined by the Purchasing Agent, and upon written recommendation of the Department of General Services, to be reasonably susceptible of being selected for award; such discussions shall be for the purpose of clarification to assure full understanding of the responsiveness to the solicitation requirements. Such discussions may include a presentation by the Proposer. Proposers who make offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers; provided that the County may reject all proposals if it shall deem it for the best interest of the County to do so. Proposers are not to initiate the above discussions unless and when so notified by the Purchasing Department during the evaluation and selection process.

**U. Basis of Award:**

The award of a contract for this project will be made by the Board of Commissioners of Fulton County to the most responsive and responsible proposer whose proposal is determined, upon written recommendation by the County Manager, the Purchasing Agent and the Director of Public Works, in conjunction with the selection committee's recommendation to be in the best interest of the County taking into consideration price and the evaluation factors set forth in the Request For Proposal.

## **SECTION II – Required Affidavits and Forms (Purchasing Requirements)**

### **FORM 99 – FULTON COUNTY DEPARTMENT OF PURCHASING GENERAL REQUIREMENTS**

THE FOLLOWING INFORMATION PERTAINS TO THE SUBMISSION OF PROPOSAL TO FULTON COUNTY, AND CONTAINS INSTRUCTIONS ON HOW PROPOSALS MUST BE PRESENTED IN ORDER TO BE CONSIDERED. IF SPECIFIC CONDITIONS OR INSTRUCTIONS IN THE TEXT OF THE RFP CONFLICT WITH THE GENERAL REQUIREMENTS AS LISTED HERE, THOSE CONDITIONS OR INSTRUCTIONS IN THE RFP SHALL PREVAIL.

1. PROPOSALS SUBMITTED IN RESPONSE TO THE ATTACHED REQUEST FOR PROPOSAL (RFP) MUST BE FORMATTED AS SPECIFIED IN THE RFP. ADDITIONAL SHEETS, LITERATURE, ETC. SHOULD BE CLEARLY IDENTIFIED.

THE ORIGINAL AND THE REQUIRED NUMBER OF COPIES OF THE PROPOSAL MUST BE RETURNED TO:

FULTON COUNTY PURCHASING AGENT  
FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA. 30303

3. THE ENVELOPE IN WHICH THE PROPOSAL IS SUBMITTED MUST BE SEALED AND CLEARLY LABELED WITH THE RFP NAME AND NUMBER, OPENING DATE AND TIME, AND THE NAME OF THE COMPANY OR INDIVIDUAL SUBMITTING THE PROPOSAL. PROPOSALS MUST BE RECEIVED BY THE OPENING DATE AND TIME SHOWN ON THIS RFP IN ORDER TO BE CONSIDERED. THE PURCHASING AGENT RESERVES THE RIGHT TO OPEN ANY PROPOSAL WHICH IS NOT MARKED AS SPECIFIED.
4. PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED MAY NOT BE OPENED OR CONSIDERED.
5. BY SUBMITTING A SIGNED PROPOSAL, RESPONDENT AGREES TO ACCEPT AN AWARD MADE AS A RESULT OF THE SUBMISSION OF THE PRICES AND TERMS CONTAINED IN THAT PROPOSAL. PRICES PROPOSED MUST BE AUDITED BY THE RESPONDENT TO INSURE CORRECTNESS BEFORE PROPOSAL IS SUBMITTED. PERSON SIGNING THE PROPOSAL IS RESPONSIBLE FOR THE ACCURACY OF INFORMATION IN IT. THE RESPONDENT UNDERSTANDS AND AGREES THAT THE PROPOSAL, SPECIFICATIONS, PROVISIONS, AND THE TERMS AND CONDITIONS OF THE RFP BECOME A VALID CONTRACT BETWEEN FULTON COUNTY AND THE RESPONDENT UPON NOTICE OF AWARD OF CONTRACT IN WRITING AND/OR ISSUANCE OF A PURCHASE ORDER.
6. ANY CONTRACT AWARDED AS A RESULT OF THIS PROPOSAL SHALL COMPLY FULLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.
7. THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.
8. ABSOLUTELY NO FAXED OR ELECTRONICALLY GENERATED COMPUTER PROPOSALS OR REPRODUCTION PROPOSALS WILL BE ACCEPTED, EXCEPT THAT IF MULTIPLE COPIES OF THE PROPOSAL ARE REQUIRED, PHOTO-COPIES OF THE ORIGINAL MAY BE SUBMITTED AS THE EXTRA COPIES, PROVIDED THAT THEY ARE CLEARLY MARKED AS SUCH.
9. TYPE OR NEATLY PRINT COMPANY NAME, AS WELL AS THE FULL LEGAL NAME AND TITLE OF THE PERSON SIGNING THE PROPOSAL, IN ALL APPROPRIATE PLACES. THE RESPONDENT'S SIGNATURE MUST BE EXECUTED BY A PRINCIPAL OF THE COMPANY DULY AUTHORIZED TO MAKE CONTRACTS AND BIND THE COMPANY TO ALL TERMS BEING PROPOSED.

10. PROPOSALS MAY BE WITHDRAWN UPON RECEIPT OF A WRITTEN REQUEST PRIOR TO THE DATE AND TIME FIXED FOR OPENING. IF A FIRM SEEKS TO WITHDRAW A PROPOSAL AFTER THE OPENING 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.
11. SHOW INFORMATION AND PRICES IN THE FORMAT REQUESTED. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, AND MUST EXCLUDE GEORGIA STATE SALES TAX AND ALL OTHER TAXES UNLESS OTHERWISE SPECIFIED BY THE COUNTY.
12. PROPOSE ALL ITEMS AS SPECIFIED OR INDICATE UNDER EACH ITEM WHAT ALTERNATIVE IS BEING PROPOSED AND WHY IT SHOULD BE CONSIDERED IN LIEU OF THE ORIGINAL SPECIFICATION. FAILURE TO INDICATE ANY EXCEPTIONS SHALL BE INTERPRETED AS THE RESPONDENT'S INTENT TO FULLY COMPLY WITH THE SPECIFICATIONS AS WRITTEN. CONDITIONAL OR QUALIFIED PROPOSALS – EXCEPT AS SPECIFICALLY ALLOWED IN THE SPECIFICATIONS – ARE SUBJECT TO REJECTION IN WHOLE OR IN PART.
13. 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.
14. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR DELIVERY OF ALL GOODS AND SERVICES PROPOSED AND AGREE TO RELIEVE FULTON COUNTY OF ALL RESPONSIBILITY AND COSTS FOR PROSECUTING CLAIMS.
15. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR RE-PLACEMENT 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.
16. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR PROVIDING WARRANTY SERVICE ON ANY AND ALL GOODS, MATERIALS, OR EQUIPMENT PROVIDED TO THE COUNTY WITH WARRANTY COVERAGE. SHOULD A VENDOR BE OTHER THAN THE MANUFACTURER, THE VENDOR AND NOT THE COUNTY IS RESPONSIBLE FOR CONTACTING THE MANUFACTURER. THE VENDOR IS SOLELY RESPONSIBLE FOR ARRANGING FOR THE SERVICE TO BE PERFORMED. THE SUCCESSFUL VENDOR SHALL BE RESPONSIBLE FOR THE PROPER TRAINING AND CERTIFICATION OF PERSONNEL USED IN THE PERFORMANCE OF THE SERVICES PROPOSED.
18. THE SUCCESSFUL VENDOR SHALL NOT ASSIGN, TRANSFER, CONVEY, SUBLET, OR OTHERWISE DISPOSE OF ANY CONTRACT RESULTING FROM THE RFP OR OF ANY OR ALL OF ITS RIGHTS, TITLE, OR INTEREST THEREIN WITHOUT PRIOR WRITTEN CONSENT OF THE FULTON COUNTY BOARD OF COMMISSIONERS.
19. PROPOSALS MUST CONTAIN REFERENCES WHICH REFLECT SUCCESSFUL COMPLETION OF CONTRACTS FOR THE TYPES OF GOODS, MATERIALS, EQUIPMENT, OR SERVICES FOR WHICH THE VENDOR IS SUBMITTING A PROPOSAL TO THE COUNTY. IN INSTANCES WHERE THAT DOES NOT APPLY, THE PROPOSAL MUST CONTAIN A STATEMENT AND SUPPORTING DOCUMENTATION DEMONSTRATING SUCH EXPERTISE, KNOWLEDGE, OR EXPERIENCE TO ESTABLISH THE VENDOR SUBMITTING THE PROPOSAL AS CAPABLE OF MEETING THE DEMANDS OF THE PROPOSAL SHOULD AN AWARD BE MADE TO THEM.
20. VENDORS SUBMITTING PROPOSALS MAY BE REQUIRED TO FURNISH EVIDENCE THAT THEY MAINTAIN PERMANENT PLACES OF BUSINESS OF A TYPE AND NATURE COMPATIBLE WITH THEIR PROPOSAL, AND ARE IN ALL RESPECTS COMPETENT AND ELIGIBLE VENDORS, ABLE TO FULFILL THE TERMS OF THE SPECIFICATIONS. FULTON COUNTY MAY MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE RESPONDENT TO PERFORM SUCH WORK, AND RESERVES THE RIGHT TO REJECT ANY PROPOSAL IF EVIDENCE FAILS TO INDICATE THAT THE PROPOSED VENDOR IS QUALIFIED TO CARRY OUT THE OBLIGATION OF THE CONTRACT AND TO COMPLETE THE WORK SATISFACTORILY.

21. BY SUBMITTING A SIGNED PROPOSAL, RESPONDENT CERTIFIES THAT THERE HAS BEEN NO COLLUSION WITH ANY OTHER RESPONDENT. REASONABLE GROUNDS FOR BELIEVING RESPONDENT HAS AN INTEREST IN MORE THAN ONE PROPOSAL WILL RESULT IN REJECTION OF ALL PROPOSALS IN WHICH THE RESPONDENT HAS AN INTEREST. ANY PARTY TO COLLUSION MAY NOT BE CONSIDERED IN FUTURE PROPOSALS FOR THE SAME OR SIMILAR WORK.
22. UPON NOTICE OF SELECTION, THE VENDOR SUBMITTING THE PROPOSAL IS OBLIGATED TO PERFORM. SHOULD A SUCCESSFUL VENDOR REFUSE TO ENTER INTO A CONTRACT SUBSEQUENT TO AN AWARD, A PENALTY MAY BE ASSESSED AND/OR THE VENDOR MAY BE FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
23. IN CASE OF DEFAULT BY THE SUCCESSFUL VENDOR, FULTON COUNTY MAY PROCURE THE ARTICLES OR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL VENDOR RESPONSIBLE FOR ANY RESULTANT EXCESS COST.
24. SUCCESSFUL VENDORS CONTRACT DIRECTLY WITH THE COUNTY AND ARE THE PARTY OR PARTIES OBLIGATED TO PERFORM. CONTRACTS MAY NOT BE ASSIGNED AND ANY FAILURE TO PERFORM THE CONTRACT IN ACCORDANCE WITH THE SPECIFICATIONS WILL CONSTITUTE A BREACH OF CONTRACT AND MAY RESULT IN A VENDOR BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
25. INVOICE(S) MUST LIST EACH ITEM SEPARATELY AND MUST SHOW FULTON COUNTY'S PURCHASE ORDER NUMBER AS WELL AS THE PROPER DEPARTMENT AND ADDRESS TO WHOM THE SERVICE OR PRODUCT WAS PROVIDED.
26. FULTON COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS, OR ANY PART THEREOF, AND TO WAIVE ANY TECHNICALITIES. FULTON COUNTY RESERVES THE RIGHT TO AWARD A CONTRACT BASED ON THIS REQUEST FOR PROPOSAL AND THE PROPOSAL(S) RECEIVED – IN WHOLE OR IN PART – TO ONE OR SEVERAL VENDORS.
27. 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.
28. IF YOU DO NOT WISH TO FURNISH A PROPOSAL AT THIS TIME, PLEASE RETURN A COPY OF THE RFP AND STATE ON IT AND ON THE OUTSIDE OF THE ENVELOPE THAT YOU ARE SUBMITTING A "NO RESPONSE". STATE IN THE RESPONSE WHETHER YOUR COMPANY WISHES TO REMAIN ON FULTON COUNTY'S VENDOR LIST.
29. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. §50-18-70 ET SEQ.
30. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND RFP CLOSING PROCEDURES, O.C.G.A. 43-14-8.2(H).
31. PRIOR TO BEGINNING ANY WORK, SUCCESSFUL CONTRACTOR WILL FURNISH TO FULTON COUNTY (FOR THE CONTRACTING FIRM AND FOR ANY SUBCONTRACTORS) A CERTIFICATE FROM AN INSURANCE COMPANY SHOWING ISSUANCE OF WORKERS' COMPENSATION COVERAGE FOR THE STATE OF GEORGIA OR A CERTIFICATE FROM THE GEORGIA WORKERS' COMPENSATION BOARD SHOWING PROOF OF ABILITY TO PAY COMPENSATION DIRECTLY.
32. 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 FINAL CONTRACT AWARD BY THE BOARD OF COMMISSIONERS, EXCEPT AS MAY OTHERWISE BE SPECIFICALLY AUTHORIZED AND PERMITTED BY THE TERMS AND

CONDITIONS OF THIS SOLICITATION.

33. 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.
34. 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 NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.
35. Any offeror intending to respond to this solicitation as a joint venture must submit an executed joint venture AGREEMENT WITH this offer. This agreement must designate those persons or entities authorized to executed documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its consistent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

**NON-COLLUSION AFFIDAVIT OF PROPOSER**

(FC Sec 2-320, (11))

**The information in this form shall be completed and submitted with proposals.**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_  
(owner, partner officer, representative, or agent) of \_\_\_\_\_ the Proposer that has submitted the Proposal;
- (2) He is fully informed respecting the preparation and contents of the proposal and of all pertinent circumstances respecting such proposal;
- (3) Such Proposal is genuine and is not a collusive of sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the proposal has been submitted or refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the Proposal or of any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and

(Signed) \_\_\_\_\_

\_\_\_\_\_

Title

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

Title

My commission expires \_\_\_\_\_

(Date)

**NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR**  
**(FC Sec 2-320, (11))**

The information in this form shall be completed and submitted with proposals.

State of \_\_\_\_\_ )

)ss.

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

He is \_\_\_\_\_

(owner, partner officer, representative, or agent)

of \_\_\_\_\_, hereinafter referred to as the "Subcontractor";

- (2) He is fully informed respecting the preparation and contents of the Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work connection with the \_\_\_\_\_ Contractor pertaining to the Project in Fulton County, Georgia.
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said Subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and

(Signed) \_\_\_\_\_

Title

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

Title

My commission expires \_\_\_\_\_

(Date)

**CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS**

**The information in this form shall be completed and submitted with proposals.**

This is to certify that on this day, proposer acknowledges that he/she has read this proposal document, pages # 1 to # 71 inclusive, including any addenda # to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # 1 to # \_\_\_\_\_, and/or appendices # \_\_\_\_\_ to # \_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the proposing company to submit the proposal herein and to legally obligate the proposer thereto.

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

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

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

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

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

(CORPORATE SEAL)

**CERTIFICATE REGARDING DEBARMENT**

The information in this form shall be completed and submitted with technical proposals.

- (1) THE BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT OR ITS SUBCONTRACTORS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.
  
- (2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## INSTRUCTIONS FOR CERTIFICATION

- (1) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER IS PROVIDING THE CERTIFICATION SET OUT BELOW.
- (2) THE CERTIFICATION IN THIS CLAUSE IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WILL BE HEREIN PLACED IN AWARDED A CONTRACT. IF IT IS LATER DETERMINED THAT THE PROSPECTIVE VENDOR KNOWINGLY RENDERED AN ERRONEOUS CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO FULTON COUNTY, THE DEPARTMENT WITH WHICH THE TRANSACTION ORIGINATED MAY PURSUE AVAILABLE REMEDIES, INCLUDING SUSPENSION AND/OR DEBARMENT, FOR WITHDRAWAL OF AWARD OR TERMINATION OF A CONTRACT.
- (3) THE BIDDER SHALL PROVIDE IMMEDIATE WRITTEN NOTICE TO THE PURCHASING AGENT TO WHOM THIS BID/PROPOSAL IS SUBMITTED IF AT ANYTIME THE BIDDER LEARNS THAT ITS CERTIFICATION WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

**(FC CODE SEC. 2-322. DEBARMENT).** (A) **AUTHORITY TO SUSPEND.** AFTER REASONABLE NOTICE TO THE ENTITY INVOLVED AND REASONABLE OPPORTUNITY FOR THAT ENTITY TO BE HEARD, THE PURCHASING AGENT, AFTER CONSULTATION WITH USER DEPARTMENT, THE COUNTY MANAGER AND THE COUNTY ATTORNEY SHALL HAVE THE AUTHORITY TO SUSPEND AN ENTITY FOR CAUSE FROM CONSIDERATION FOR AWARD OF COUNTY CONTRACTS. AS USED IN THIS SECTION, THE TERM ENTITY MEANS ANY BUSINESS ENTITY, INDIVIDUAL, FIRM, CONTRACTOR, SUBCONTRACTOR OR BUSINESS CORPORATION, PARTNERSHIP, LIMITED LIABILITY CORPORATION, OR JOINT VENTURE, HOWEVER DESIGNATED OR STRUCTURED; PROVIDED, FURTHER, THAT ANY SUCH ENTITY SHALL ALSO BE SUBJECT TO SUSPENSION UNDER THIS SECTION IF ANY OF ITS CONSTITUENTS, MEMBERS, SUBCONTRACTORS AT ANY TIER OF SUCH ENTITY'S CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION AND THE ENTITY, OR ANY CONSTITUENT OR MEMBER, KNEW OR SHOULD HAVE KNOWN OF THE COMMISSION OF THE ACT. THE SUSPENSION SHALL BE FOR A PERIOD NOT TO EXCEED THREE YEARS UNLESS CAUSE IS BASED ON A FELONY CONVICTION FOR AN OFFENSE RELATED OR ASSOCIATED WITH FRAUDULENT CONTRACTING OR MISAPPROPRIATION OF FUNDS WHEREIN THE SUSPENSION SHALL NOT EXCEED SEVEN YEARS.

**(B) CAUSES FOR SUSPENSION.** THE CAUSES FOR SUSPENSION INCLUDE:

- (1) CONVICTION FOR COMMISSION OF A CRIMINAL OFFENSE AS AN INCIDENT TO OBTAIN OR ATTEMPTING TO OBTAIN A PUBLIC OR PRIVATE CONTRACT OR SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;
- (2) CONVICTION OF STATE OR FEDERAL STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY OR OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY OR BUSINESS HONESTY WHICH CURRENTLY, SERIOUSLY AND DIRECTLY AFFECTS RESPONSIBILITY AS A COUNTY CONTRACTOR;
- (3) CONVICTION OF STATE OR FEDERAL ANTI-TRUST STATUTES ARISING OUT OF THE SOLICITATION AND SUBMISSION OF BIDS AND PROPOSALS;
- (4) VIOLATION OF CONTRACT PROVISIONS, AS SET FORTH BELOW, OF A CHARACTER WHICH IS REGARDED BY THE PURCHASING AGENT TO BE SO SERIOUS AS TO JUSTIFY SUSPENSION ACTION;

- A. FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS WITHIN A TIME LIMIT PROVIDED IN A COUNTY CONTRACT;
  - B. A RECENT RECORD OF FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE IN ACCORDANCE WITH THE TERMS OF ONE OR MORE CONTRACTS; PROVIDED, THAT FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE CAUSED BY ACTS BEYOND THE CONTROL OF THE CONTRACTOR SHALL NOT BE CONSIDERED TO BE BASIS FOR SUSPENSION;
  - C. MATERIAL MISREPRESENTATION OF THE COMPOSITION OF THE OWNERSHIP OR WORKFORCE OR BUSINESS ENTITY CERTIFIED TO THE COUNTY AS A MINORITY BUSINESS ENTERPRISE; OR
  - D. FALSIFICATION OF ANY DOCUMENTS.
- (5) COMMISSION OR SOLICITATION OF ANY ACT THAT WOULD CONSTITUTE A VIOLATION OF THE ETHICAL STANDARDS SET FORTH IN FULTON COUNTY CODE OF ETHICS.
- (6) KNOWING misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

**Non-Discrimination in Contracting & Procurement Policy Statement:** It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited.

Furthermore, it is the policy of the Board of Commissioners that Fulton County Government and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County. Refer to the enclosed attachment or section, “Non-Discrimination in Contracting and Procurement” for specific requirements.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document on the Department of Contract Compliance’s Exhibit G Form (Prime Contractor’s Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County, the prime contractor shall pay no more than then fifteen (15) days from date of payment as provided for by state law.

**Authority to Investigate:** The Director of the Fulton County Department of Contract Compliance shall be authorized to investigate discriminatory practices of any vendor who contracts with or seeks to contract with Fulton County. Such investigation may be initiated by the Director of the Department of Contract Compliance on the Director’s own initiative, or by a complaint from another, when information available to the Director provides a reasonable basis to believe that such vendor may be engaged in private discriminatory conduct.

## COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents**. **Failure to provide this information shall result in the Bid being deemed non-responsive:**

- < Promise of Non-Discrimination (Exhibit A)
- < Employment Report (Exhibit B)
- < Schedule of Intended Subcontractor Utilization (Exhibit C)
- < Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- < Declaration Regarding Subcontractor Practices (Exhibit E), if applicable
- < Joint Venture Disclosure Affidavit (Exhibit F), if applicable
- < **Equal Business Opportunity Plan (EBO Plan)**

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

**Department of Contract Compliance**  
**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

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

( \_\_\_\_\_ , \_\_\_\_\_ )  
Title Firm Name

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

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

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

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

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

**DEPARTMENT OF CONTRACT COMPLIANCE  
EXHIBIT B – EMPLOYMENT REPORT**

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

<b>EMPLOYEES</b>
------------------

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

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

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

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

This completed form is for (Check one) \_\_\_\_\_ Bidder \_\_\_\_\_ Subcontractor

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

**DEPARTMENT OF CONTRACT COMPLIANCE**  
**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

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

**ITB/RFP NUMBER:** \_\_\_\_\_

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

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

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

Show total dollar value and percentage of work to be performed by the **Prime**:

Total Dollar Value of work: \_\_\_\_\_

Total percentage of work: \_\_\_\_\_

2. If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.
3. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

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

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

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

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

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

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

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

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

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

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

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

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

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

**Total Dollar Value of Subcontracting Agreements: (\$)**

**Total Percentage Value: (%)**

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

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

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

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

\_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Fax Number: (        ) \_\_\_\_\_

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

**DEPARTMENT OF CONTRACT COMPLIANCE  
EXHIBIT D**

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

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

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

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number \_\_\_\_\_  
Project Name \_\_\_\_\_

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

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

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**DEPARTMENT OF CONTRACT COMPLIANCE**  
**EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

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

perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)

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

In making this declaration, the bidder states the following:

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

AUTHORIZED COMPANY REPRESENTATIVE

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

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

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

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

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

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

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

**DEPARTMENT OF CONTRACT COMPLIANCE  
EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

**ITB/RFP No.** \_\_\_\_\_

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

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

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

1. Firms:

Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

**NAME OF JONT VENTURE (If applicable):** \_\_\_\_\_

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

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

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

Note: Attach additional sheets as required

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

Percent of ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of a small business enterprise, the majority firm or the joint venture: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

**FOR** \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

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

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

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared \_\_\_\_\_

\_\_\_\_\_, the undersigned officer, personally appeared

\_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

**DEPARTMENT OF CONTRACT COMPLIANCE**

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

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

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

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

AMOUNT OF REQUISITION THIS PERIOD:\$ \_\_\_\_\_

TOTAL AMOUNT REQUISITION TO DATE:\$ \_\_\_\_\_

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

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

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

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

## SECTION III –SCOPE OF SERVICES

### ARCHITECTURE & ENGINEERING CATEGORIES SCOPE OF SERVICES (GROUP NAME & ABBREVIATION)

**Group 1 – Architectural/Engineering Services (A/E):** Architectural Services may consist of but not be limited to the following:

- A. Facilities requirements and utilization studies.
- B. Feasibility studies for new, renovation and alteration projects
- C. Preparation of program documents
- D. Preparation of schematic, preliminary, contract documents, and specifications
- E. Studies and audits for compliance with federal, state and local regulations
- F. Services related to minor and/or new construction, renovation and alteration projects to include planning, handicapped accessibility, project evaluation, electrical, mechanical, structural and civil engineering
- G. Additional Group I services which may be required or requested.
- H. Master Planning, building systems surveys
- I. Facility programming and construction administration
- J. Development of documents for the Fast Track Project System (Job Order Contract)

**Group 2 – Mechanical, Electrical, Plumbing and Structural Engineering Services (M/E/P/S):**

Mechanical, Electrical, Plumbing and Structural services as an independent contract(s) from Architectural Services, may consist of but not be limited to the following:

- A. Facilities requirements and utilization studies
- B. Feasibility studies for renovation and alteration projects
- C. Design and preparation of schematic, preliminary, design development, contract documents and specifications
- D. Additional services related to minor and/or new construction or renovation projects to include planning and project evaluation
- E. Studies and audits for compliance with federal, state and local regulations
- F. Additional Group II services as may be required or requested
- G. Development of documents for the Fast Track Project System (Job Order Contract)

**Group 3 – Landscape Architecture and Civil Engineering (LA/CE):**

Landscape Architecture and Civil Engineering services as an independent contract(s) from Architectural Services, may consist of but not be limited to the following:

- A. Site requirements
- B. Design/evaluation of site drainage and storm water management
- C. Design and evaluation of traffic control and/or circulation
- D. Feasibility studies
- E. Design and preparation of schematic, preliminary, design development, contract documents and specifications
- F. Additional Group III services as may be required or requested
- G. Services for new construction or modifications to existing sites to include planning and project evaluation.
- H. Studies and audits for compliance with federal, state and local regulations
- I. Obtain land disturbance permits, retaining wall permits
- J. Prepare plans required for conformance with NPDES General Permit provisions

**Group 4 – Systems Engineering Services (SE):**

Provide systems engineering as an independent contract from Architectural/Engineering Services that may consist of, but not be limited to, the following:

- A. Design engineering for electronic security, communications, A/V and life safety systems design
- B. Vulnerability assessments and studies of existing facilities for security and maintenance risks
- C. Detailed estimating of security, communications and life safety systems
- D. Document preparation, product review, and proposal evaluations for electronic systems

**Group 5 – Land Surveying Services (LS):**

Land Surveying Services to be awarded as an independent contract(s) by the County for surveying services including but not limited to the following. All testing and inspection services shall include reports:

- A. Conventional Topographic Survey
- B. Survey of property lines
- C. Aerial Survey & Photography
- D. Façade Surveying
- E. Utility Surveying
- F. All surveys will be referenced to U.S. Department of Interior Geological Survey, bench marks shall reference Coastal Geodetic Survey based elevations, and, cross-reference shall be to Fulton County Geographic Information System.

**Group 6 – Environmental Engineering, Materials Testing & Inspections Services (EETI):**

Environmental Engineering & Testing Services to be awarded as an independent contract(s) by the County for environmental services including but not limited to the following:

- A. Asbestos, lead based paint and contaminated soils surveys and testing
- B. Phase I & II environmental assessments
- C. Preparation of specifications and construction documents for abatement services
- D. Preparation of documents as required by current regulations for various phases of hazardous materials remediation; service to include any laboratory fields testing that may be required to determine the extent and type of hazard present as well as on site monitoring during abatement operations.
- E. Water testing & surveys
- F. Microbiology sampling & testing of water and soils
- G. Stream and outfall sampling and field analysis for turproposality (NTU's) to satisfy NPDES General Permit requirements
- H. Geotechnic sampling, testing, and reporting
- I. Construction materials testing and reporting

**Group 7— Indoor Air Quality Services (IAQ)**

Indoor Air Quality Services to be awarded as an independent contract(s) by the County for services including but not limited to the following:

- A. Qualified visual inspection for identifying indoor microbial and/or chemical contaminant sources and/or pathways
- B. Develop IAQ-applicable testing strategies as appropriate
- C. Direct-reading measurements of temperature, relative humidity and carbon dioxide in air, and relative moisture content of building materials (moisture surveys)
- D. Air sampling using SAG-specific methodologies
- E. Dust/bulk/surface sampling using IAQ-appropriate methodologies
- F. Sample analysis performed by a laboratory having an established quality management system, Le~, is ISO 9001:2000 registered and All-IA FMLAP accredited
- G. Preparation of written reports of investigation findings including visual observations, interpretation of analytical sampling results, and IAQ-relevant recommendations
- H. Preparation of technical specifications for IAQ remediation services and project oversight to achieve quality assurance
- I. Development of IAQ operations & maintenance plans including program manual and training of building staff
- J. Litigation support, as necessary, specifically defined as deposition/trial/arbitration preparation and testimony, and preparation of expert report

**Group 8 – Code Required Special Construction Materials Inspection Services (SCMI):**

Code Required Special Construction Materials Inspection Services to be awarded as an independent contract(s) by the County for services including but not limited to the following. All testing and inspection services shall include reports.

- A. IBC Required Verification and Inspection of Steel Construction
- B. IBC Required Verification and Inspection of Concrete Construction
- C. IBC Required Verification and Inspection of Steel Construction
- D. IBC Required Verification and Inspection of Masonry Construction
- E. Construction Materials Testing, Inspections

**Group 9 – Energy Management & Integrated Building Commissioning (EM/BC):**

Integrated Building Commissioning Agent Services to be awarded as an independent contract(s) by the County for services including but not limited to the following:

- A. Provide energy audits
  - 1. Examine the target buildings, review existing drawings and specs, study ongoing energy programs,
  - 2. Collect and analyze 24-months utility bills and interview building operating personnel and occupants.
  - 3. Develop strategies to reduce energy consumption
- B. Provide utility rate analysis
  - 1. Review 12-24 months gas, electric and water bills
  - 2. Develop a strategy to reduce costs and rates
  - 3. Make recommendations for follow-on actions to realize savings

- C. Energy Master Planning – Evaluate choice of fuel(s), choice of utility provider, feasibility of peak shaving strategies, need for distributed generation, cost/benefit analysis of chiller or boiler plant centralization, and energy security.
- D. Provide QA/QC in design, construction and turnover of the facility
- E. Prepare a commissioning plan in the documents during program verification/schematic design phase
- F. Conduct interview session with General Services Department and user group at project start-up
- G. Provide design and engineering review of drawings and specifications
- H. Include reports in design progress meetings with County
- I. Assist in specification development and review
  - 1. Division 01
  - 2. Division 15
  - 3. Division 16
  - 4. Division 17 (if applicable)
- J. Shop drawing submittal review
- K. Assure appropriate operation of system controls including test and balance service and reports
- L. Assure proper as-builts, operation and maintenance manuals, and warranty manuals are provided
- M. Assure proper systems demonstrations and training is provided
- N. Construction administration to confirm systems are installed, connected and operate and communicate as designed and specified
  - 1. HVAC Controls
  - 2. Fire Alarm
  - 3. Security alarm
  - 4. Lighting controls
  - 5. Remote monitoring and control of systems
- O. Commissioning Record Development
- P. Seasonal Testing
- Q. Near Warranty End Review

## SECTION IV – COST PROPOSAL

### Cost Proposals (Maximum 20 points):

Proposers are to submit one (1) original and five (5) copies of the sealed cost proposals shall be furnished in a separate package from the technical proposals. The envelope/package **must** be clearly marked on the outside.

- a. Cost proposals shall be completed and submitted on Cost Proposal – Schedule of Fees within this RFP.
- b. The detailed cost proposal shall show the positions and hourly rates for all employees that may be assigned to the work. Hourly rates shall include labor unit costs, multipliers, overhead, and profit.
- c. Following opening of the cost proposals, the County may require clarifications associated with scope and cost assumptions. Clarifications shall be provided by the Proposer within twenty-four hours of written request.
- d. Cost proposals may not be withdrawn, modified, or cancelled for ninety (90) calendar days after the date of submittal. Each respondent agrees to these conditions in submitting its proposal.
- e. This cost proposal will be the basis of cost for individual project proposals. The selected firms shall provide a cost proposal prior to program development for each project that is based upon these rates. The fee will be submitted in a “fee matrix” (spreadsheet) divided into phases and will accommodate Fulton County’s ability to monitor costs of services at any phase. A written program scope of work will be issued by Fulton County for each individual project. Invoices for services rendered shall be billed per these fees.

**SCHEDULE OF FEES**

**These forms shall be completed and attached to your detailed cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.**

**Fee Schedules**

Service Level (Incl. OH&P) Hourly Rate

**GROUP 1 – ARCHITECTURAL SERVICES:**

Principals, Registered	\$_____ (1.01)
Project Manager, Registered	\$_____ (1.02)
Project Architect	\$_____ (1.03)
Interior Designer	\$_____ (1.04)
Intern Architect	\$_____ (1.05)
Draftsman/CADD	\$_____ (1.06)
Specification Writer	\$_____ (1.07)
Cost Estimator	\$_____ (1.08)
Admin. /Clerical	\$_____ (1.09)

**GROUP 2 – M/E/P/S  
MECHANICAL ENGINEERING SERVICES:**

Principal, Registered	\$_____ (2.01)
Project Engineer	\$_____ (2.02)
Designer	\$_____ (2.03)
Draftsman/CADD	\$_____ (2.04)
Admin./Clerical	\$_____ (2.05)

**ELECTRICAL ENGINEERING SERVICES:**

Principals, Registered	\$_____ (2.06)
Project Engineer	\$_____ (2.07)
Designer	\$_____ (2.08)
Draftsman/CADD	\$_____ (2.09)
Admin. /Clerical	\$_____ (2.10)

**PLUMBING ENGINEERING SERVICES:**

Principals, Registered	\$_____ (2.11)
Project Engineer	\$_____ (2.12)
Designer	\$_____ (2.13)
Draftsman/CADD	\$_____ (2.14)
Admin. /Clerical	\$_____ (2.15)

**STRUCTURAL ENGINEERING SERVICES:**

Principals, Registered	\$_____ (2.16)
Project Engineer	\$_____ (2.17)
Designer	\$_____ (2.18)
Draftsman/CADD	\$_____ (2.19)
Admin. /Clerical	\$_____ (2.20)

**GROUP 3 – LANDSCAPE ARCHITECTURE AND CIVIL ENGINEERING (LA/CE):**

**LANDSCAPE ARCHITECTURAL SERVICES:**

Principals, Registered	\$_____ (3.01)
Project Manager, Registered	\$_____ (3.02)
Project Designer	\$_____ (3.03)
Draftsman/CADD	\$_____ (3.04)
Admin. /Clerical	\$_____ (3.05)

**CIVIL ENGINEERING SERVICES:**

Principals, Registered	\$_____ (3.06)
Project Engineer	\$_____ (3.07)
Designer	\$_____ (3.08)
Draftsman/CADD	\$_____ (3.09)
Admin. /Clerical	\$_____ (3.10)

**GROUP 4 – SYSTEMS ENGINEERING SERVICES (SE):**

Principals, Registered	\$_____ (4.01)
Project Engineer	\$_____ (4.02)
Designer	\$_____ (4.03)
Draftsman/CADD	\$_____ (4.04)
Admin. /Clerical	\$_____ (4.05)

**GROUP 5 – LAND SURVEYING SERVICES (LS):**

Principals, Registered	\$_____ (5.01)
Senior Engineer	\$_____ (5.02)

Project Manager	\$ _____ (5.03)
Designer	\$ _____ (5.04)
Technician	\$ _____ (5.05)
Surveyor	\$ _____ (5.06)
Field Coordinator	\$ _____ (5.07)
Crew Chief	\$ _____ (5.08)
Instrument Operator	\$ _____ (5.09)
Survey Crew – 3 Person	\$ _____ (5.10)
Survey Crew – 2 Person	\$ _____ (5.11)
Survey Crew – 1 Person	\$ _____ (5.12)
Admin./Clerical	\$ _____ (5.13)
Truck Usage – half day	\$ _____ (5.14)
Truck Usage – full day	\$ _____ (5.15)
GPS Rental	\$ _____ (5.16)

**GROUP 6 – ENVIRONMENTAL ENGINEERING & TESTING SERVICES (EET):**

Engineering Technician	\$ _____ (6.01)
Senior Engineering Technician	\$ _____ (6.02)
Project Engineer	\$ _____ (6.03)
Project Manager	\$ _____ (6.04)
Registered Project Engineer	\$ _____ (6.05)
Senior Registered Engineer	\$ _____ (6.06)
Certified Industrial Hygienist	\$ _____ (6.07)
Geo-technical Engineer/ Geologist	\$ _____ (6.08)

Hydro-geologist	\$ _____ (6.09)
Principal Consultant	\$ _____ (6.10)
Clerical/CAD Operator/Technical Report Specialist	\$ _____ (6.11)
Analysis of bulk samples suspect material PCM (Point Count Method) – per sample	\$ _____ (6.12)
Analysis of bulk samples by PLM (Polarized Light Microscopy) coupled with dispersion staining techniques – per sample:	
Normal turnaround time (3-5 days)	\$ _____ (6.13)
Rush basis (48 hour or less)	\$ _____ (6.14)
Analysis of air samples by phase contrast microscopy (NIOSH 7400 Method) – per sample	\$ _____ (6.15)
Analysis of air samples by Transmission Electron Microscopy (TEM) – per sample:	
48- hour turnaround time	\$ _____ (6.16)
24- hour turnaround time	\$ _____ (6.17)
Anderson sampler rental, per day	\$ _____ (6.18)
Dust characterization / Optical microscopy	\$ _____ (6.19)
Lead in air (NIOSH 7300 method)	\$ _____ (6.20)
TCLP Volatile plus metals (List current EPA methods)	\$ _____ (6.21)
TCLP Metals (List current EPA methods)	\$ _____ (6.22)
PAH 8270 (List current EPA methods)	
Soil	\$ _____ (6.23)
Water	\$ _____ (6.24)
BTEX 8020 OR 602 (List current EPA methods)	
Soil	\$ _____ (6.25)
Water	\$ _____ (6.26)
BTEX + TPH GRO 5030 /8020/8015 (List current EPA methods)	
Soil	\$ _____ (6.27)
Water	\$ _____ (6.28)

TPH DRO 3510 OR 3550/8015 (List current EPA methods)

Soil	\$ _____ (6.29)
Water	\$ _____ (6.30)

TPH DRO 3510 OR 5030/8015 (List current EPA methods)

Soil	\$ _____ (6.31)
Water	\$ _____ (6.32)

Automatic Turproposality Sampler (NTU), per calendar day	\$ _____ (6.33)
Turproposality Sampling/analysis, Outfall, per sample	\$ _____ (6.34)
Turproposality sampling/analysis, Stream, per sample	\$ _____ (6.35)

Certification for Fulton County Health Department  
Sputum Booth Treatment Chamber Testing –

Testing is to be performed by an independent testing agency / lab which specializes in certifying clean rooms, biological safety benches or laminar flow benches, hospital operating room air filters, or any other installation involving HEPA Filters. The testing shall verify leaks by particle collection and total airflow. Recorded data shall include particle size distribution, particle count airflow CFM and static pressure drop across the filter. The testing involves generating an aerosol Diocetyl- Phthalate (D.O.P.), or equivalent, in the chamber and at the discharge air-side of the chamber. An Aerosol photometer or particle counter shall be used to generate leak-testing data. This response shall include a detailed protocol of testing guidelines.

Sputum booth treatment chamber testing	\$ _____ (6.36)
Soil Test Boring (Split-spoon samples at 5 foot intervals, up to 50 foot depth)	
Less than 50 blows per linear foot	\$ _____ (6.37)
Greater than 50 blows per linear foot	\$ _____ (6.38)
Additional Split-spoon samples, each add	\$ _____ (6.39)
Boring depth greater than 50 feet	\$ _____ (6.40)
Boring depths between 100 and 200 feet	\$ _____ (6.41)
Auger Boring (0-50 foot depth), per linear foot	\$ _____ (6.42)
Undisturbed samples, standard 3-inch Shelby tube, each	\$ _____ (6.43)
Bag Samples, each	\$ _____ (6.44)
Truck Mounted Rig, LS	\$ _____ (6.45)
All Terrain Vehicle, LS	\$ _____ (6.46)

**GROUP 7— INDOOR AIR QUALITY SERVICES (IAQ)**

<u>Professional Services-</u> Chief IAQ Scientist	\$ _____ (7.01)
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Principal IAQ Scientist	\$_____ (7.02)
Senior IAQ Scientist	\$_____ (7.03)
IAQ Scientist	\$_____ (7.04)
Technical Consultant 2	\$_____ (7.05)
Technical Consultant I	\$_____ (7.06)
IAQ Technician	\$_____ (7.07)
Administrative Support	\$_____ (7.08)
<u>Litigation Support~</u>	
Chief IAQ Scientist	\$_____ (7.09)
Principal IAQ Scientist	\$_____ (7.10)
Senior IAQ Scientist	\$_____ (7.11)
IAQ Scientist	\$_____ (7.12)
Technical Consultant 2	\$_____ (7.13)
Technical Consultant I	\$_____ (7.14)
IAQ Technician	\$_____ (7.15)
Administrative Support	\$_____ (7.16)

(Note: Litigation support specifically defined as deposition/trial/arbitration preparation and testimony, preparation of expert report)

Sample Analyses – Microbial-

Cellotape lift sample analysis — per sample	
-Standard turnaround time (5 business days)	\$_____ (7.17)
-Rush turnaround time (same or next business day)	\$_____ (7.18)
Air sample analysis – Culturable fungi – species level ID — par sample	\$_____ (7.19)
Air sample analysis — Fungal spore trap per sample	\$_____ (7.20)
Dust analysis – Culturable fungi, species level ID — per sample	\$_____ (7.21)
Dust analysis — Indoor allergen panel (e.g., dust mite, etc.) ARTICLE 42. per sample	\$_____ (7.23)
Bulk material analysis — Culture-based— per sample	\$_____ (7.24)
Bulk material analysis — Direct microscopic exam — per sample	\$_____ (7.25)
Swablsurface wipe sample analysis — per sample	\$_____ (7.26)
Water analysis — Legionella — per sample	

Sample Analyses – Chemical-

Air sample analysis – Total and Individual VOCs (TVOC/IVOC) — full scan — (EPA IP-1 B method specific to IAQ) — per sample	\$_____ (7.27)
Air sample analysis – Total VOCs (TVOC) — per sample	\$_____ (7.28)
Air sample analysis – Microbial VOCs (MVOCs) — per Sample	\$_____ (7.29)
Air sample analysis – TVOC/IVOC/MVOC — per sample	\$_____ (7.30)

Dust analysis – VOCs — per sample	\$_____ (7.31)
Air sample analysis – Formaldehyde (EPA IP-6A & ASTM 5197-97 methods) — per sample	\$_____ (7.32)
Air sample analysis – Selected aldehydes including formaldehyde (EPA IF-GA & ASTM 5197-97 methods) — per sample	\$_____ (7.33)
Analysis of Passive VOC monitor — per sample	\$_____ (7.34)
Analysis of Passive Formaldehyde — per Sample	\$_____ (7.35)

**GROUP 8 – CODE REQUIRED CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES (SCMI):**

Rates shall be for special inspector/engineer aid qualification.

<b>Reference IBC Table 1704.3 Required Verification and Inspection of Steel Construction</b>				
<b>Verification/Inspection/Report</b>	<b>Continuous / Periodic</b>	<b>Referenced Standard<sup>8</sup></b>	<b>IBC Ref.</b>	<b>Rate</b>
1. Material verification of high-strength bolts, nuts, and washers identification markings to conform to ASTM standards specified in the approved construction documents; confirmation of manufacturer's certificate of compliance.	<b>P</b>	Applicable ASTM material speci AISC ASD, Section A3.4; AISC LRFD, Section A3.3		\$ _____(8.01)
2. Inspection of high-strength bolting for bearing-style connections and Slip-critical connections.	<b>P C &amp; P</b>	AISC LRFD Section M2.5	1704.3.3	\$ _____(8.02)
3. Material verification of structural steel identification markings to conform to ASTM standards specified in the approved construction documents and manufacturers' certified mill test reports required.		ASTM A 6 or ASTM A 568  ASTM A 6 or ASTM A 568	1708.4	\$ _____(8.03)
4. Material verification of weld filler materials identification markings to conform to AWS specification in the approved construction documents.		AISC, ASD, Section  A3.6; AISC LRFD, Section A3.5		\$ _____(8.04)

<b>Reference IBC Table 1704.4 Required Verification and Inspection of Concrete Construction</b>				
<b>Verification and Inspection</b>	<b>Continuous / Periodic</b>	<b>Referenced Standard<sup>8</sup></b>	<b>IBC Reference</b>	<b>Bldg. Type Report</b>
1. Inspection of reinforcing steel, including pre-stressing tendons, and placement	<b>P</b>	ACI 318: 3.5, 7.1-7.7	1903.5, 1907.1, 1907.7, 1914.4	\$ _____(8.05)
2. Inspection of reinforcing steel welding in accordance with table 1704.3, Item 5B.		AWS D1.4 ACI 318: 3.5.2	1903.5.2	\$ _____(8.06)

<b>Reference IBC Table 1704.5.1 Level 1 Special Inspection</b>					
<b>Inspection Task</b>	<b>Frequency of Inspection</b>		<b>Reference for Criteria</b>		<b>Rate</b>
	<b>Continuous during task listed</b>	<b>Periodically during task listed</b>	<b>ACI 530/ ASCE 5/TMS 402<sup>a</sup></b>	<b>ACI 530.1/ ASCE 6/TMS 602<sup>a</sup></b>	
2. As masonry construction begins, the following shall be verified to ensure compliance:					\$ _____(8.07)
a. Proportions of site prepared mortar.	---	<b>X</b>	---	Art. 2.6A	\$ _____(8.08)
b. Construction of mortar joints.		<b>X</b>		Art. 3.3B	\$ _____(8.09)
c. Location of reinforcement and connectors		<b>X</b>		Art. 3.4	\$ _____(8.10)

<b>Reference IBC Table 1704.5.3 Level 2 Special Inspection</b>					
Inspection Task	Frequency of Inspection		Reference for Criteria		
	Continuous during task listed	Periodically during task listed	ACI 530/ASCE 5/TMS 402 <sup>a</sup>	ACI 530.1/ASCE 6/TMS 602 <sup>a</sup>	
1. From the beginning of masonry construction, the following shall be verified to ensure compliance:					\$_____ (8.11)
a. Proportions of site-mixed mortar and grout.		X		Art. 2.6A	\$_____ (8.12)
b. Placement of masonry units and construction of mortar joints.		X		Art. 3.3B	\$_____ (8.13)
c. Placement of reinforcement and connectors.		X		Art. 3.4	\$_____ (8.14)
d. Grout space prior to grouting.	X			Art. 3.2D	\$_____ (8.15)
e. Placement of grout.	X			Art. 3.5	\$_____ (8.16)

**GROUP 9 – ENERGY MANAGEMENT & INTEGRATED BUILDING COMMISSIONING AGENT SERVICES (EM&IBC):**

Principals, Registered	\$_____ (9.01)
Project Engineer	\$_____ (9.02)
Designer	\$_____ (9.03)
Draftsman/CADD	\$_____ (9.04)
Admin. /Clerical	\$_____ (9.05)

**OWNER – STANDBY CONSULTANT AGREEMENT, FULTON COUNTY, GEORGIA**  
**CONSULTANT/COUNTY AGREEMENT**

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- CONTRACT SIGNATURES

ATTACHMENT NO. 1 – SCOPE OF SERVICES

**CONTRACT AGREEMENT (SAMPLE)**  
**(Pages 2 through 20)**

This Agreement, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between FULTON COUNTY, GEORGIA, hereinafter called the "COUNTY", and \_\_\_\_\_, a corporation authorized to do business in the State of Georgia, hereinafter called the "CONSULTANT".

**WITNESS TO**

**WHEREAS**, the COUNTY through its Department of General Services desires to engage a qualified and experienced firm to furnish Standby Architectural, Engineering and Assessment Services to Fulton County.

**WHEREAS**, the CONSULTANT has represented to the COUNTY that it is experienced and has a qualified and local staff available and the COUNTY has relied upon such representations.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the COUNTY and the CONSULTANT that the CONSULTANT shall provide the services outlined in the Scope of Services for other good and valuable consideration, COUNTY and CONSULTANT agree as follows:

The CONSULTANT shall gather from the COUNTY all available data and information pertinent to the performance of the services. The COUNTY shall have the final decision as to what data and information is pertinent.

The CONSULTANT shall ensure that the services required by this Agreement, including those based on data and information provided by the County, meet applicable standards as specified herein.

The CONSULTANT shall report in writing any discovery of errors or omissions contained in the data and information furnished by the County.

Upon receipt of the COUNTY'S approval of the manner of accomplishing the work for the Job Task, the CONSULTANT shall proceed with implementation.

**ARTICLE 1. CONSULTANT/COUNTY AGREEMENT:** The COUNTY hereby engages the CONSULTANT, and CONSULTANT hereby agrees to perform the services hereinafter set forth.

This Agreement including the Request for Proposal and Consultant's submitted proposal documents constitutes the entire Agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, signed by the COUNTY and the CONSULTANT'S duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

**ARTICLE 2. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**ARTICLE 3. DESCRIPTION OF PROJECT:** COUNTY and CONSULTANT agree the Job Task is as described in Attachment No. 1 - Scope of Services. All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this AGREEMENT as if they were contained herein.

**ARTICLE 4. SCOPE OF SERVICES** (See Attachment No. 1 – Scope of Services): Unless modified in writing by both parties in the manner specified in the Agreement, duties of CONSULTANT shall not be construed to exceed those services specifically set forth in Attachment No. 1 – Scope of Services. CONSULTANT agrees to provide all services, products, and data and to perform all tasks described in the Scope of Services.

- A. The CONSULTANT shall gather from the COUNTY all available data and information pertinent to the performance of the services. The COUNTY shall have the final decision as to what data and information is pertinent.
- B. The CONSULTANT shall ensure that the services required by this Agreement, including those based on data and information provided by the County, meet applicable standards as specified herein.
- C. The CONSULTANT shall report in writing any discovery of errors or omissions contained in the data and information furnished by the County.
- D. Upon receipt of the COUNTY'S approval of the manner of accomplishing the work for the Job Task, the CONSULTANT shall proceed with implementation.

**ARTICLE 5. DELIVERABLES:** CONSULTANT shall deliver to COUNTY all reports, specifications and drawings prepared under the terms of this AGREEMENT that are specified in attached Scope of Services, Attachment No. 1 – Scope of Services. The Deliverables shall be furnished to the COUNTY by the CONSULTANT in a media or form that is acceptable and usable by the COUNTY and at no additional cost at the end of the project.

**ARTICLE 6. SERVICES PROVIDED BY COUNTY:** CONSULTANT shall gather from COUNTY all available non-privileged data and information pertinent to the performance of the services for the Job Task. Certain services as described in the Scope of Services, if required, will be performed and furnished by COUNTY in a timely manner so as not to unduly delay CONSULTANT in the performance of said obligations. COUNTY shall have the final decision as to what data and information is pertinent.

**ARTICLE 7. COUNTY AUTHORIZES:** The COUNTY will appoint in writing a COUNTY REPRESENTATIVE with respect to work to be performed under this AGREEMENT until COUNTY gives written notice of the appointment of a successor. COUNTY REPRESENTATIVE shall have complete authority to transmit instructions and receive information. CONSULTANT may rely upon written consents and approvals signed by COUNTY'S REPRESENTATIVE and are in compliance with applicable COUNTY laws, regulations and policies.

**ARTICLE 8. MODIFICATIONS:** If during the course of performing the work, COUNTY and CONSULTANT agree that it is necessary to make changes in the Job Task as described herein and referenced exhibits, such changes will be incorporated in written amendments to this AGREEMENT. Any such amendment(s) shall not become effective unless or binding approved by the Board of Commissioners and entered on the minutes.

**ARTICLE 9. CONTRACT TERM:** The term of this AGREEMENT shall be for twelve (12) months from date of award by the Fulton County Board of Commissioners. The term of the contract will be from award date through twelve (12) succeeding months. Fulton County reserves the right of an option of one (1) additional twelve (12) month renewal period pending availability of departmental appropriated funding, contractor compliance with county rules and policies, and Board of Commissioners approval. Option year prices shall be maintained at the rates approved at contract start. The option year is subject to Board of Commission approval. Termination pursuant to this provision of the AGREEMENT shall not result in a claim for payment or damages by CONSULTANT, except that the CONSULTANT shall be paid for actual services through the date of termination.

**ARTICLE 10. TIME OF PERFORMANCE:** CONSULTANT shall not proceed to furnish Job Tasks and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to CONSULTANT from COUNTY. The time of performance of the job task shall begin upon the date of Notice to Proceed and continue for a total contract time specified in the Notice to Proceed. The CONSULTANT shall begin work on the job task no later than five (5) days after the effective date of notification to proceed.

**ARTICLE 11. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES:** Compensation for work performed by CONSULTANT on the Job Tasks shall be on the basis of standard billing rates shown in the Documents of those principals and employees engaged directly on the work. Standard billing rates shall remain in effect throughout the duration of this Agreement. Direct project expenses including printing, toll telephone calls, specialized equipment rental and professional services are also reimbursable at actual cost. Outside professional services shall require prior written approval of COUNTY.

- A. The COUNTY will pay the CONSULTANT monthly for costs as indicated in the Documents, and as per related Fixed Hourly Rate Schedule for hours expended and/or work performed.
- B. The CONSULTANT shall provide invoices in a format acceptable to the COUNTY.
- C. The CONSULTANT may submit to the COUNTY a monthly invoice, in a form acceptable to the COUNTY and accompanied by all support documentation requested by the COUNTY, for payment and for services which were completed during the calendar month. The COUNTY shall review for approval said invoices. The COUNTY shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the COUNTY, are unreasonably in excess of the actual stage of completion. The COUNTY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall pay any undisputed items contained in such invoices. Each invoice shall include the total work accomplished for each phase and a description of the percentage of total work completed for each phase through the date of the statement.
- D. The Consultant shall submit with each monthly payment for each Job task a completed Form G.

Omitting this form from invoice submittals by the CONSULTANT may result in delays to processing payment until the form is received by the COUNTY.

- E. Nothing contained herein is intended to prevent the COUNTY or the CONSULTANT from reallocating among the various Job Tasks, if such is indicated by the prosecution of the work, and as may be directed by the COUNTY and mutually agreed to by the CONSULTANT.
- F. The compensation provided for herein shall include any claims by the CONSULTANT for all costs incurred by the CONSULTANT in the conduct of the project and this amount will be paid to the CONSULTANT after receipt of billing and approval of the amount by the COUNTY.
- G. Expenses:
  - 1. Reimbursable Expenses are in addition to the compensation for Services and include actual expenditures made by the Architect and Architect's employees and consultants in the interest of the Project for the expenses listed below:
    - a. Expense of reproducing and handling Drawings, Specifications, and other design and contract documents, excluding reproductions for office use of the Architect and consultants.
    - b. Expense of coach class transportation, or personal vehicle mileage at \$0.34 per mile in connection with any out-of-town member firm(s) of the Consultant's team traveling to the County's offices for the purpose of attending progress meetings, review meetings, or presentations as required by this Agreement, or for other purposes necessitating such travel and directly related to fulfilling the requirements of this Agreement. Per diem cost of living expenses for travel purposes by out-of-town member firms shall be limited to \$160.00 per day including lodging and meals.
    - c. Reimbursable will be paid at 1.0 x actual invoice amount.
    - d. Mileage is not a reimbursable expense.
  - 2. Non-Allowable Expenses
    - a. Expenses for cellular telephone and wireless pager equipment and usage.
    - b. Expenses for membership in professional organizations.
    - c. Expenses for attending continuing education conferences and seminars unless requested by the Department of General Services and approved in writing.
    - d. Expenses for any meals unless pre-approved by the Department of General Services.
    - e. Expenses for computer hardware and software unless pre-approved by the Department of General Services.
    - f. Expenses for any auto allowances.
    - g. Mileage.

**ARTICLE 12. PROMPT PAY PROVISION:** The COUNTY shall make monthly partial payments to the CONSULTANT in accordance with the provisions of the Contract Documents. COUNTY and CONSULTANT, their agents and assigns, agree that in the event any contract provision pertaining to the time of payment, conditions precedent to payment, the rate of payment, and any rates of interest, differs from any provision of the Georgia Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control.

**ARTICLE 13. AMOUNT PAYABLE:**

- A. The maximum, not to exceed yearly amount payable by COUNTY to CONSULTANT under this agreement is \$\_\_\_\_\_.
- B. Taxes: The Architect shall assume and is liable for paying all taxes, including but not limited to, sales tax and state and federal payroll and/or social security taxes. The Architect guarantees to hold Fulton County harmless in every respect against same.

**ARTICLE 14. CONSULTANT PERSONNEL AND EQUIPMENT:** CONSULTANT shall identify in writing a project manager who shall have sole authority to represent CONSULTANT on all matters pertaining to this contract.

CONSULTANT represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete this AGREEMENT, none of whom shall be employees of or have any contractual relationship with COUNTY.

- A. All of the services required hereunder will be performed by CONSULTANT under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- B. Key personnel, including subcontractors engaged in performing services for CONSULTANT under this AGREEMENT, shall be as indicated in the Documents. Notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or subcontractor performing services under this AGREEMENT by CONSULTANT.
- C. No changes or substitutions shall be permitted in CONSULTANT'S key personnel or subcontractor as set forth herein without the prior written approval from the COUNTY. Changing of key personnel or subcontractor during the CONTRACT TERM shall , at the sole discretion of the County constitute a cause for termination under the terms outlined in ARTICLE 17. TERMINATION OF AGREEMENT FOR CAUSE of this AGREEMENT.

**ARTICLE 15. SUSPENSION OF WORK:** COUNTY may order CONSULTANT in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming from any delay of the project.

**ARTICLE 16. DISPUTES:** Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this AGREEMENT which is not disposed of by the AGREEMENT shall be decided by the COUNTY General Services Department Representative. He shall reduce his decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. CONSULTANT shall have 30 days from date of receipt to appeal the decision to the County Manager by mailing or otherwise furnishing to the County Manager or Designee, copy of the written appeal. The decision of the County Manger or his Designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this AGREEMENT as limiting judicial review of such decision. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONSULTANT shall be

afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending any final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the County Manager's decision.

**ARTICLE 17. TERMINATION OF AGREEMENT FOR CAUSE:** The COUNTY may terminate work in the event the CONSULTANT fails to perform in accordance with the provisions of this AGREEMENT. Termination of this AGREEMENT is accomplished by submission of written notice of termination from the COUNTY. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. In such event, copies of finished or unfinished documents prepared by CONSULTANT under this AGREEMENT shall be submitted to the COUNTY. CONSULTANT shall be entitled to receive compensation for any satisfactory work completed on such documents as determined by COUNTY.

**ARTICLE 18. TERMINATION OF AGREEMENT FOR CONVENIENCE OF COUNTY:** Notwithstanding any other provisions, the COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to CONSULTANT. If the AGREEMENT is terminated for convenience by COUNTY as provided in this article, CONSULTANT will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

**ARTICLE 19. WAIVER OF BREACH:** The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

**ARTICLE 20. INDEPENDENT CONTRACTOR:** CONSULTANT shall perform the services under this AGREEMENT as an independent contractor and nothing contained herein shall be construed to be inconsistent with relationship or status. Nothing in this AGREEMENT shall be interpreted or construed to constitute CONSULTANT or any of its agents or employees to be the agent, employee or representative of COUNTY.

**ARTICLE 21. RESPONSIBILITY OF CONSULTANT:** CONSULTANT is employed to render a professional service only and any payments made to CONSULTANT are compensation solely for such services rendered and recommendations made in carrying out the work. CONSULTANT shall follow the standard practice of the CONSULTANT'S profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to CONSULTANT'S failure to comply with standard practice procedures shall be corrected in a time frame agreed to by COUNTY and at CONSULTANT'S expense.

**ARTICLE 22. COOPERATION WITH OTHER CONSULTANTS:** CONSULTANT will undertake the Job Task in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY'S employees, appointed committee(s) or other consultants. CONSULTANT shall fully cooperate with such other related consultants and COUNTY employees or appointed committees. CONSULTANT shall provide within his schedule of work, time and effort to coordinate with other consultants under contract with COUNTY. CONSULTANT shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by COUNTY employees.

**ARTICLE 23. ACCURACY OF WORK:** CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

- A. At any time during any phase of job task work performed by others based on data secured by the CONSULTANT under the Agreement, the CONSULTANT shall confer with the COUNTY for the purpose of interpreting the information obtained and to correct any errors or omissions made by it.
- B. The CONSULTANT shall prepare any plans or data required by the COUNTY to correct its errors or omissions. The above consultation, clarification, or correction shall be made without added compensation to the CONSULTANT. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

**ARTICLE 24. REVIEW OF WORK:** The COUNTY'S Representative may at all reasonable times review and inspect job task activities and data collected under this AGREEMENT and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for CONSULTANT, shall be available to authorized representatives of COUNTY for inspection and review at all reasonable times in the main office of COUNTY. Acceptance shall not relieve CONSULTANT of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and CONSULTANT shall produce progress prints or copies of any work as performed under this Agreement. Refusal by CONSULTANT to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to CONSULTANT until CONSULTANT complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by CONSULTANT.

**ARTICLE 25. INDEMNIFICATION:** CONSULTANT agrees to protect, defend, indemnify, and hold harmless COUNTY, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments, including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to the property or other rights of any person or persons to the extent caused by the negligent acts, errors, omissions, willful or intentional acts of CONSULTANT in its performance or non-performance by CONSULTANT of the AGREEMENT, whether such injury, death, loss or damage results from any cause whatsoever. CONSULTANT shall not indemnify or hold harmless the COUNTY for the sole acts or sole omissions of employees, officers, or agents of the COUNTY. CONSULTANT'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any

actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT further agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**ARTICLE 26. AUTHORIZATION AND APPROVAL:** The CONSULTANT shall begin work under this Agreement no later than five (5) days after the effective date of a Notification to Proceed has been issued.

**ARTICLE 27. DESIGNATION OF COUNTY'S AUTHORIZED REPRESENTATIVE:** For the purpose of this Agreement, the Director of the Department of General Services or any other formally designated representative of the COUNTY, has been designated as the COUNTY'S Contract Manager to give direction to the CONSULTANT and to resolve primary disputes on this Agreement.

**ARTICLE 28. CONFIDENTIALITY:** CONSULTANT agrees that its conclusions and any plans, specifications and reports are for the confidential information of the COUNTY and that it will not disclose such in whole or in part to any persons whatsoever, other than to submit such documentation to the COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this AGREEMENT to provide information to the public. Upon completion of this AGREEMENT term, all documents, plans, specifications, reports, maps, data and studies prepared by consultant pursuant thereto and any equipment paid for by COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and be delivered to the Director of the Department of General Services.

- A. Articles, papers, bulletins, reports, plans or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this AGREEMENT shall not be presented publicly or published without prior approval in writing of COUNTY.
- B. It is further agreed that if any information concerning the job task, its conduct results, or data gathered or processed should be released by CONSULTANT without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to CONSULTANT, but should any such information be released by COUNTY or by CONSULTANT with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this AGREEMENT.

**ARTICLE 29. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION:** CONSULTANT agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this contract. CONSULTANT or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of the Department of General Services. All electronic files used for job tasks, including any custom or commercially available software developed or used by CONSULTANT, shall become the property of Fulton County. Any required licenses and fees for software or other required materials shall be purchased and/or paid for by CONSULTANT and registered in the name of the Director of the Department of General Services. Any work developed for use on job tasks may be released as public domain information by the

Director of the Department of General Services at his sole discretion.

**ARTICLE 30. COVENANT AGAINST CONTINGENT FEES:** CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONSULTANT for the purpose of securing business and that CONSULTANT has not received any non-COUNTY fee related to this AGREEMENT without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

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**ARTICLE 31. INSURANCE:** CONSULTANT shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage:

- A. All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (60) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the project is accepted by COUNTY. If CONSULTANT receives notice of non-renewal or material adverse change of any of the above coverages, CONSULTANT will promptly advise COUNTY in writing. Failure of CONSULTANT to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverages terminates AGREEMENT as of the date that CONSULTANT should have given notification to COUNTY.
- B. If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by CONSULTANT, COUNTY will notify CONSULTANT thereof within twenty (20) days of the date of delivery of such certificates to COUNTY.
- C. CONSULTANT will provide to COUNTY such additional information in respect of insurance provided by him as COUNTY may reasonably request. The right of COUNTY to review and comment on Certificates of Insurance is not intended to relieve CONSULTANT of his responsibility to provide insurance coverage as specified nor to relieve CONSULTANT of his liability for any claims which might arise.
- D. Insurance must be written by a licensed Georgia agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County.
- E. Policy and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
- F. The insurance shall be for the contract period.
- G. Respondent must maintain, at their expense, insurance in at least the following amounts and types.

1. **WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)**

EMPLOYER’S LIABILITY	BY ACCIDENT-EACH ACCIDENT	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	\$500,000.
	BY DISEASE - EACH EMPLOYEE	\$500,000.

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

Body Injury and Property Damage Liability (Other than Product/Completed Operations)	Each Occurrence General Aggregate	\$1,000.000. \$2,000.000.
Products/Completed Operation	Aggregate Limit	\$1,000.000.
Personal and Advertising Injury	Limits	\$1,000.000.
Fire Damage	Limits	\$ 100.000.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b> (Including operation of non-owned, owned and hired automobiles).	Each Occurrence	\$1,000.000.
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4. <b>PROFESSIONAL LIABILITY</b> (Required if respondent providing quotation for professional services).	Each Occurrence	\$1,000,000
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5. <b>FIDELITY BOND</b> (Employee Dishonesty)	Each Occurrence	\$1,000.000
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6. <b>ELECTRONIC DATA PROCESSING LIABILITY</b> (Required if computer proposer)	limits	\$1,000.000
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7. **VALUABLE PAPERS INSURANCE** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the project and the AGREEMENT.

**ARTICLE 32. PROHIBITED INTEREST:**

**A. Conflict of Interest:** CONSULTANT agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. CONSULTANT further agrees that, in the performance of the AGREEMENT, no person having any such interest shall be employed.

**B. Interest of Public Officials:** No member, officer or employee of COUNTY during his/her tenure shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

**ARTICLE 33. SUBCONTRACTING:** Except as identified in Key Personnel Listings in the Proposal Documents, CONSULTANT shall not subcontract any part of the work covered by this AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

**ARTICLE 34. ASSIGNABILITY:** CONSULTANT shall not assign or subcontract this AGREEMENT or any interest therein without the prior expressed written consent of COUNTY.

Any attempted assignment or subcontracting by CONSULTANT without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this Agreement without any notice to CONSULTANT of

such termination. CONSULTANT binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

**ARTICLE 35. ANTI-KICKBACK CLAUSE:** Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CONSULTANT hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT.

**ARTICLE 36. AUDITS AND INSPECTIONS:** At any time during normal business hours and as often as COUNTY may deem necessary, CONSULTANT shall make available to COUNTY and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this AGREEMENT.

- A. It shall also permit COUNTY and/or representative of the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this AGREEMENT. CONSULTANT'S records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by CONSULTANT. To the extent COUNTY audits or examines such Information related to this AGREEMENT, COUNTY shall not disclose or otherwise make available to third parties any such Information without CONSULTANT'S prior written consent unless required to do so by a court order.
- B. Nothing in this AGREEMENT shall be construed as granting COUNTY any right to make copies, excerpts or transcripts of such Information outside the area covered by this AGREEMENT without the prior written consent of CONSULTANT.
- C. CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Job Tasks and used in support of its proposal and shall make such material available at all reasonable times during the period of the AGREEMENT and for three years from the date of final payment under the AGREEMENT, for inspection by COUNTY or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to COUNTY. CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

**ARTICLE 37. ACCOUNTING SYSTEM:** CONSULTANT shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. CONSULTANT must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

**ARTICLE 38. VERBAL AGREEMENT:** No verbal agreement or conversation with any officer, agent or employee of COUNTY either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the COUNTY, and entered on the minutes of the Board of Commissioners.

**ARTICLE 39. NOTICES:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to COUNTY, shall be addressed as follows:

Director  
Fulton County Department of General Services  
141 Pryor Street, S.W., Suite G119  
Atlanta, Georgia 30303

and,

County Attorney, Office of the County Attorney  
141 Peachtree St., S.W., Suite 4038  
Atlanta, Georgia

Notices to CONSULTANT shall be addressed as follows:

Contact Name: \_\_\_\_\_  
Name of Consultant: \_\_\_\_\_  
Address of Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 40. JURISDICTION:** This AGREEMENT shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this AGREEMENT shall apply, unless otherwise expressly stated.

**ARTICLE 41. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this AGREEMENT, CONSULTANT agrees as follows:

- A. CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;
- B. CONSULTANT will, in all solicitations or advertisements for employees placed by, or on behalf of, CONSULTANT state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;
- C. CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 42. FORCE MAJEURE:** Neither COUNTY nor CONSULTANT shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve CONSULTANT from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

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IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2004.

For **\*[Legal Name of Vendor], Inc.**

Attest:

\_\_\_\_\_  
*\*[Name of person signing for vendor]*

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
*\*[Title of person signing]*

\_\_\_\_\_  
Title

(seal)

**For Fulton County**

Attest:

\_\_\_\_\_  
Karen C. Handel, Chair  
Board of Commissioners

\_\_\_\_\_  
Mark Massey, Clerk to the Commission

(seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
Willie A. Hopkins, Jr., Director  
General Services Department

\_\_\_\_\_  
Office of the County Attorney

END OF OWNER – STANDBY CONSULTANT AGREEMENT

## SECTION III –SCOPE OF SERVICES

### ARCHITECTURE & ENGINEERING CATEGORIES SCOPE OF SERVICES (GROUP NAME & ABBREVIATION)

**Group 1 - Architectural/Engineering Services (A/E):** Architectural Services may consist of but not be limited to the following:

- K. Facilities requirements and utilization studies.
- L. Feasibility studies for new, renovation and alteration projects
- M. Preparation of program documents
- N. Preparation of schematic, preliminary, contract documents, and specifications
- O. Studies and audits for compliance with federal, state and local regulations
- P. Services related to minor and/or new construction, renovation and alteration projects to include planning, handicapped accessibility, project evaluation, electrical, mechanical, structural and civil engineering
- Q. Additional Group I services which may be required or requested.
- R. Master Planning, building systems surveys
- S. Facility programming and construction administration
- T. Development of documents for the Fast Track Project System (Job Order Contract)

**Group 2 - Mechanical, Electrical, Plumbing and Structural Engineering Services (M/E/P/S):**

Mechanical, Electrical, Plumbing and Structural services as an independent contract(s) from Architectural Services, may consist of but not be limited to the following:

- H. Facilities requirements and utilization studies
- I. Feasibility studies for renovation and alteration projects
- J. Design and preparation of schematic, preliminary, design development, contract documents and specifications
- K. Additional services related to minor and/or new construction or renovation projects to include planning and project evaluation
- L. Studies and audits for compliance with federal, state and local regulations
- M. Additional Group II services as may be required or requested
- N. Development of documents for the Fast Track Project System (Job Order Contract)

**Group 3 - Landscape Architecture and Civil Engineering (LA/CE):**

Landscape Architecture and Civil Engineering services as an independent contract(s) from Architectural Services, may consist of but not be limited to the following:

- K. Site requirements
- L. Design/evaluation of site drainage and storm water management
- M. Design and evaluation of traffic control and/or circulation
- N. Feasibility studies
- O. Design and preparation of schematic, preliminary, design development, contract documents and specifications
- P. Additional Group III services as may be required or requested
- Q. Services for new construction or modifications to existing sites to include planning and project evaluation.

- R. Studies and audits for compliance with federal, state and local regulations
- S. Obtain land disturbance permits, retaining wall permits
- T. Prepare plans required for conformance with NPDES General Permit provisions

**Group 4 - Systems Engineering Services (SE):**

Provide systems engineering as an independent contract from Architectural/Engineering Services that may consist of, but not be limited to, the following:

- E. Design engineering for electronic security, communications, A/V and life safety systems design
- F. Vulnerability assessments and studies of existing facilities for security and maintenance risks
- G. Detailed estimating of security, communications and life safety systems
- H. Document preparation, product review, and proposal evaluations for electronic systems

**Group 5 – Land Surveying Services (LS):**

Land Surveying Services to be awarded as an independent contract(s) by the County for surveying services including but not limited to the following. All testing and inspection services shall include reports:

- G. Conventional Topographic Survey
- H. Survey of property lines
- I. Aerial Survey & Photography
- J. Façade Surveying
- K. Utility Surveying
- L. All surveys will be referenced to U.S. Department of Interior Geological Survey, bench marks shall reference Coastal Geodetic Survey based elevations, and, cross-reference shall be to Fulton County Geographic Information System.

**Group 6 – Environmental Engineering, Materials Testing & Inspections Services (EETI):**

Environmental Engineering & Testing Services to be awarded as an independent contract(s) by the County for environmental services including but not limited to the following:

- J. Asbestos, lead based paint and contaminated soils surveys and testing
- K. Phase I & II environmental assessments
- L. Preparation of specifications and construction documents for abatement services
- M. Preparation of documents as required by current regulations for various phases of hazardous materials remediation; service to include any laboratory fields testing that may be required to determine the extent and type of hazard present as well as on site monitoring during abatement operations.
- N. Water testing & surveys
- O. Microbiology sampling & testing of water and soils
- P. Stream and outfall sampling and field analysis for turproposality (NTU's) to satisfy NPDES General Permit requirements
- Q. Geotechnic sampling, testing, and reporting
- R. Construction materials testing and reporting

**Group 7— Indoor Air Quality Services (IAQ)**

Indoor Air Quality Services to be awarded as an independent contract(s) by the County for services including but not limited to the following:

- K. Qualified visual inspection for identifying indoor microbial and/or chemical contaminant sources and/or pathways
- L. Develop IAQ-applicable testing strategies as appropriate
- M. Direct-reading measurements of temperature, relative humidity and carbon dioxide in air, and relative moisture content of building materials (moisture surveys)
- N. Air sampling using SAG-specific methodologies
- O. Dust/bulk/surface sampling using IAQ-appropriate methodologies
- P. Sample analysis performed by a laboratory having an established quality management system, Le~, is ISO 9001:2000 registered and All-IA FMLAP accredited
- Q. Preparation of written reports of investigation findings including visual observations, interpretation of analytical sampling results, and IAQ-relevant recommendations
- R. Preparation of technical specifications for IAQ remediation services and project oversight to achieve quality assurance
- S. Development of IAQ operations & maintenance plans including program manual and training of building staff
- T. Litigation support, as necessary, specifically defined as deposition/trial/arbitration preparation and testimony, and preparation of expert report

**Group 8 – Code Required Special Construction Materials Inspection Services (SCMI):**

Code Required Special Construction Materials Inspection Services to be awarded as an independent contract(s) by the County for services including but not limited to the following. All testing and inspection services shall include reports.

- F. IBC Required Verification and Inspection of Steel Construction
- G. IBC Required Verification and Inspection of Concrete Construction
- H. IBC Required Verification and Inspection of Steel Construction
- I. IBC Required Verification and Inspection of Masonry Construction
- J. Construction Materials Testing, Inspections

**Group 9 – Energy Management & Integrated Building Commissioning (EM/BC):**

Integrated Building Commissioning Agent Services to be awarded as an independent contract(s) by the County for services including but not limited to the following:

- R. Provide energy audits
  - 4. Examine the target buildings, review existing drawings and specs, study ongoing energy programs,
  - 5. Collect and analyze 24-months utility bills and interview building operating personnel and occupants.
  - 6. Develop strategies to reduce energy consumption
- S. Provide utility rate analysis
  - 4. Review 12-24 months gas, electric and water bills
  - 5. Develop a strategy to reduce costs and rates
  - 6. Make recommendations for follow-on actions to realize savings

- T. Energy Master Planning - Evaluate choice of fuel(s), choice of utility provider, feasibility of peak shaving strategies, need for distributed generation, cost/benefit analysis of chiller or boiler plant centralization, and energy security.
- U. Provide QA/QC in design, construction and turnover of the facility
- V. Prepare a commissioning plan in the documents during program verification/schematic design phase
- W. Conduct interview session with General Services Department and user group at project start-up
- X. Provide design and engineering review of drawings and specifications
- Y. Include reports in design progress meetings with County
- Z. Assist in specification development and review
  - 5. Division 01
  - 6. Division 15
  - 7. Division 16
  - 8. Division 17 (if applicable)
- AA. Shop drawing submittal review
- BB. Assure appropriate operation of system controls including test and balance service and reports
- CC. Assure proper as-builts, operation and maintenance manuals, and warranty manuals are provided
- DD. Assure proper systems demonstrations and training is provided
- EE. Construction administration to confirm systems are installed, connected and operate and communicate as designed and specified
  - 6. HVAC Controls
  - 7. Fire Alarm
  - 8. Security alarm
  - 9. Lighting controls
  - 10. Remote monitoring and control of systems
- FF. Commissioning Record Development
- GG. Seasonal Testing
- HH. Near Warranty End Review