



REQUEST FOR PROPOSAL 15RFP082615K-DJ

Facilities Condition Assessment

For

General Services/Public Works Department

RFP ISSUANCE DATE: August 28, 2015

PRE-PROPOSAL CONFERENCE DATE: September 9, 2015

RFP DUE DATE AND TIME: Friday, September 25, 2015 11:00 A.M.

PURCHASING CONTACT: Donna Jenkins

E-MAIL: donna.jenkins@fultoncountyga.gov

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

TABLE OF CONTENTS

Section/Page

SECTIONS 1-10

1.0	INTRODUCTION	1-1
1.1	Project Description.....	1-1
1.2	Method of Source Selection.....	1-1
1.3	Background.....	1-1
1.4	Obtaining the RFP	1-3
1.5	Subcontracting Opportunities.....	1-3
1.6	Pre-Proposal Conference	1-3
1.7	Proposal Due Date	1-3
1.8	Delivery Requirements.....	1-3
1.9	Contact Person and Inquiries.....	1-3
1.10	Procurement Schedule.....	1-4
2.0	INSTRUCTIONS TO PROPOSERS	2-1
2.1	Procurement Process	2-1
2.2	Contract/Definitions	2-1
2.3	No Contact During Procurement Process.....	2-2
2.4	Clarification & Addenda	2-3
2.5	Term of Contract.....	2-4
2.6	Required Submittals	2-4
2.7	Proposal Evaluation.....	2-4
2.8	Disqualification of Proposers	2-4
2.9	Reserved Rights	2-5
2.10	Applicable Laws	2-5
2.11	Insurance and Risk Management Provisions.....	2-5
2.12	Accuracy of RFP and Related Documents.....	2-5
2.13	Responsibility of Proposer	2-6
2.14	Confidential Information	2-6
2.15	County Rights and Options	2-6
2.16	Cost of Proposal Preparation and Selection Process	2-8
2.17	Termination of Negotiations	2-8
2.18	Wage Clause	2-9
2.19	Additional or Supplemental Information	2-9
2.20	Reporting Responsibilities	2-9
2.21	Georgia Security and Immigration Compliance Act	2-9
2.22	Authorization to Transact Business	2-10
2.23	Right to Protest.....	2-10
2.24	Non-Collusion	2-10
2.25	Exceptions to County's Contract.....	2-11
2.26	General Requirements.....	2-11

TABLE OF CONTENTS

		Section/Page
3.0	PROPOSAL REQUIREMENTS	3-1
3.1	Submission Requirements.....	3-1
	3.1.1 Proposal Submission Date and Submittal Format.....	3-1
	3.1.2 Number of Copies.....	3-2
3.2	Overview of Proposal Requirements.....	3-2
3.3	Scope of Work.....	3-2
3.4	Project Deliverables.....	3-7
3.5	Project Time Line.....	3-8
3.6	Technical Proposal Format and Content.....	3-8
3.7	Cost Proposal Format and Content.....	3-13
4.0	EVALUATION CRITERIA	4-1
4.1	Proposal Evaluation Criteria.....	4-1
5.0	PROPOSAL FORMS	5-1
5.1	Introduction.....	5-1
5.2	Proposal Forms	
	Form A – Certification Regarding Debarment	
	Form B – Non-Collusion Affidavit of Bidder/ Offeror	
	Form C – Certificate of Acceptance of Request for Proposal Requirements	
	Form D – Disclosure Form and Questionnaire	
	Form E – Georgia Security and Immigration Contractor Affidavit and Agreement	
	Form F – Georgia Security and Immigration Subcontractor Affidavit	
	Form G – Professional License	
	Form H – Local Preference Affidavit of Bidder/Offeror	
	Form I – Service Disabled Veteran Preference Affidavit of Bidder/Offeror	
6.0	CONTRACT COMPLIANCE REQUIREMENTS	6-1
6.1	Non-Discrimination in Contracting and Procurement	
6.2	Required Forms and EBO Plan	
	Exhibit A – Promise of Non-Discrimination	
	Exhibit B – Employment Report	
	Exhibit C – Schedule of Intended Subcontractors	
	Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service	
	Exhibit E – Declaration Regarding Subcontracting Practices	
	Exhibit F – Joint Venture Affidavit	
	Exhibit G – Prime Contractor/Subcontractor Utilization Report	

15RFP082615K-DJ - Facilities Condition Assessment

TABLE OF CONTENTS

	Section/Page
7.0 INSURANCE AND RISK MANAGEMENT PROVISIONS	7-1
8.0 SAMPLE CONTRACT	8-1
9.0 EXHIBITS	9-1
Exhibit 1: Request for Proposal (RFP) Submittal Checklist	
Exhibit 2: Cost Proposal Summary	
10.0 APPENDICES	10-1

SECTION 1 INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia (“County”) is seeking proposals from qualified firms to provide a facilities condition assessment of identified County facilities. The purpose of the assessment is to develop recommendations and budget estimates to improve/repair County facilities and their respective systems. The assessment must enable the County to plan manage and analyze data utilizing a single platform; provide a detailed physical condition of each facility, cost or repairs and replacements, along with prioritization of any needed repairs; provide the County with the ability to develop short, intermediate and long term capital improvement strategies as well as projected maintenance and repair costs as well as identify on-going maintenance policies and procedures, which could be adjusted and implemented to avoid or reduce current and future capital costs

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the Facilities Condition Assessment.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 3.0. Based on the results of the evaluation, the County will award to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 METHOD OF SOURCE SELECTION

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this Proposal is Code Section 102-375, Competitive Selection Procedures for Professional and Consultant Services.

1.3 BACKGROUND

Fulton County is the state’s most populous county with nearly 1 million residents. It is located in the center of the Atlanta Metropolitan area.

The County is governed by a seven-member Board of Commissioners which operates under the Commission-County Manager form of government. This system combines the policy leadership of elected officials with the administrative

abilities of a County Manager.

The County Manager implements Board policy, administers the county government, appoints department heads, and is responsible for the overall administration of all County departments. The County has approximately 5,000 employees.

The County encompasses 528.7 square miles and stretches more than 70 miles. It is geographically a dynamic and diverse County comprising 14 municipalities. They include: Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs and Union City. The County has approximately 113 major facilities in its inventory that will require assessment. The list excludes Water Resource facilities and non-operational facilities. The list of Facilities, with pertinent information is attached as Appendix 1.

Currently, many of the building facilities, equipment and infrastructure components, incorporated in these facilities, such as HVAC systems, plumbing, elevators, roofing and electrical wiring, have either; (1) met or exceeded its typical economic and useful life, or; (2) have been poorly maintained, resulting in a reduction of its useful life.

The County has a number of direct and indirect asset related systems, which contain building specific data:

- Building Inventory System (BLLIS) – building location and pertinent structure data
- City Works System – work order system
- Archibus System – asset management system
- TM2 – work order system, replaced by City Works
- Data, for existing facilities, from previous Assessment projects

None of the systems interface with each other, but can provide useful historical information.

Building Assessments were previously performed in 2002, 2006 and 2010, which identified a number of ranked issues, within the buildings assessed, and included projected costs which would be required to address critical, non-critical but necessary issues, and those systems that did not require short or mid-range attention. In addition, the Assessments provided an estimate of the required corrective action and budget dollars for a three year period. Approximately \$20M dollars has been spent over the last five years to address some of the most critical issues.

1.4 OBTAINING THE RFP

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

1.5 SUBCONTRACTING OPPORTUNITIES

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

1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Wednesday, September 9, 2015 at 11:00 A.M.**, in the Purchasing Bid Conference Room of the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

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

1.7 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Friday, September 25, 2015 at 11:00 A.M.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.8 DELIVERY REQUIREMENTS

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 stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, Donna Jenkins, Chief Assistant Purchasing Agent, via email donna.jenkins@fultoncountyga.gov. Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

1.10 PROCUREMENT SCHEDULE

The following is the procurement schedule for this project and will be strictly adhered to.

TASKS	DATE
RFP Issued	Friday, August 28, 2015
Pre-Proposal Conference	Wednesday, September 9, 2015
Last Day for Questions to be submitted	Friday, September 18, 2015
Due Date	Friday, September 25, 2015
Tentative Dates for Oral Interviews/Presentations	Monday, October 12 & Tuesday, October 13, 2015
Anticipated Board of Commissioners Meeting Date	Wednesday, October 21, 2015

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

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

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

County – Fulton County Government and its authorized representatives.

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

Equipment – includes, mechanical, electrical, plumbing and elevator systems, such as HVAC (Heating, Ventilation, Air Conditioning and Climate Control Systems), elevators, boilers, exhaust systems, kitchen appliances and freezers, and/or other appliances, generators, uninterrupter power source (UPS) or other items of a mechanical nature.

Facilities – any structure or area owned or leased by the County. A facility may be for public use and/or use by County employees. County employees use can be for public interface and assistance, for internal operations or to store equipment, documents, supplies and/or tools.

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

Owner – Fulton County Government

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

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

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

Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

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

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all Assessment Analysis documents and recommendations, including useful life projections, projected cost of any repairs or replacements, and a ranking of the condition of all systems and equipment, as well as an overall ranking for the facility. Any materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract, shall be included as a part of the Assessment.

Subcontractor/sub-consultant – An individual, firm, corporation or any combination thereof, having a direct contract with Consultant/Contractor for the performance of a part of the work.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

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

the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Friday, September 18, 2015 at 4:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Government
Department of Purchasing
Attn: Donna Jenkins, CAPA
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta, GA 30303
Email: donna.jenkins@fultoncountyga.gov
F: (404)
RE: 15RFP08262015K-DJ, Facilities Condition Assessment**

Telephone inquiries will not be accepted.

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

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

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

2.5 TERM OF CONTRACT

The contract will commence as of the date a Notice to Proceed (NTP) is issued. The contract term will be based on the successful Proposer's Project Timeline as determined by the County. In no event shall the contract exceed 180 days from the issuance of the NTP.

2.6 RFP SUBMITTALS

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

2.7 PROPOSAL EVALUATION

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

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm,

partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

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

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code Section 102-448 which is incorporated by reference herein.

2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.12 ACCURACY OF RFP AND RELATED DOCUMENTS

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the

Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Building, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.13 RESPONSIBILITY OF PROPOSER

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

2.14 CONFIDENTIAL INFORMATION

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

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

2.15 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.

-
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
 - All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
 - The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
 - The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
 - The County reserves the right to waive any technicalities or irregularities in the Proposals.
 - The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
 - The County may request Proposers to send representatives to the County for interviews and presentations.
 - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
 - The County reserves the right to discontinue negotiations with any selected Proposer.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County

-
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.17 TERMINATION OF NEGOTIATIONS

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

2.18 WAGE CLAUSE

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

2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION

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

2.20 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Department of Purchasing & Contract Compliance Director, or designated representative.

2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

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

See Section 5, Proposal Forms for declarations and affidavits.

2.22 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

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

2.23 RIGHT TO PROTEST

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

2.24 NON-COLLUSION

By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an

interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Section 5, Proposal Forms for declarations and affidavits.

2.25 EXCEPTIONS TO THE COUNTY'S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror's proposal clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception. See Section 5, Proposal Forms for declarations and affidavits.

2.26 GENERAL REQUIREMENTS

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.

-
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
 5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Friday, September 25, 2015 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303**

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

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

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

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP _____
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) original and five (5) copies on CD media in PDF format.

Contract Compliance Exhibits, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original and one (1) copy in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

The purpose of the assessment is to develop recommendations and budget estimates to improve/repair County facilities and their respective systems. The selected Consultant shall conduct a complete and comprehensive condition assessment with associated data in non-proprietary, downloadable electronic format, such as CSV, which will serve as the source for the development of a comprehensive repair, alteration and improvement program for identified County facilities. The facilities assessment and analytical data must enable the County to plan, manage and analyze data utilizing a single platform in order to enhance the County's ability to develop short, intermediate, and long-term capital improvement strategies as well as to provide cost effective operation of the facility based upon the prioritization code for each identified

element or component in the report.

The written report shall also include an on-site facility assessment of the physical condition and cost of repairs and replacements, along with prioritization of any needed repairs or recommendation for replacement.

1. The Consultant shall conduct an on-site facility condition assessment of each facility and condition overview for all identified County facilities.
2. The Consultant shall use the ASTM E2018-8, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process as a guide to collect facility assessment data and to identify and communicate physical deficiencies of each facility and its individual systems or equipment.
3. As a part of the physical assessment, the Consultant shall measure each Building/Facility assessed, and provide the current, accurate square footage of the Facility (Building only). The Consultant is responsible for the accuracy of all work submittals.
4. Each building facility, equipment and system must be evaluated and assigned a "condition" grade, such grading methodology or description shall be as agreed with the County prior to beginning the assessment project. The rating system must be based on the equipment's condition and remaining useful life, as well as an overall grade for the building. At minimum the overall "condition" grade should include the following categories:
 - No repair or replacement action is necessary
 - Normal wear and tear has occurred, but no action is required, should be revisited annually
 - Normal wear and tear has occurred, and remedial and preventative work is recommended
 - Substantial work is needed to ensure safe and efficient operations can continue without interruption or hazard
 - Immediate action is required to avoid or correct serious problem(s)
 - Does not meet applicable code and/or ADA requirements
5. The Consultant shall determine the remaining useful life of major building equipment to include:
 - Building Name
 - System Name
 - Component Name

-
- Quantity
 - Asset Tag Number (if available)
 - Manufacturer
 - Model Number
 - Serial Number
 - Date put into Service (if available)
 - Remaining Useful Life
6. The Consultant shall use the findings from the facility assessment to determine the timing and extent of required capital and maintenance expenditures required over the next ten years.
 7. The Consultant shall use engineering judgement to determine the most cost effective repair and replacement options to correct all defects observed and defective conditions or lifecycle replacement repair and replacement projects anticipated over the next ten years.
 8. The Consultant shall provide detailed cost estimates for repair and replacement projects required.
 9. The Consultant shall provide a preventative maintenance schedule and cost estimates for each facility to extend the useful life of assets.
 10. The Consultant shall provide a plan to strategically and efficiently reduce the current backlog of deferred capital and routine maintenance projects. The County will provide all available documentation for each facility.
 11. In researching the nature of each facility, such as building systems, grounds, utilities, support systems, other building components, building requirements, etc., the County will make available to the Consultant any and all documentation it is able to provide in electronic format or hard copy such as drawings, assessment reports, maintenance reports, etc. Consultant should presume that no documentation is available. Consultants shall verify their accuracy before relying on the data. Data must be collected from direct measurements and observations of buildings, and must be based on Consultant's own efforts. All materials provided are for information only and the Consultant shall verify all field conditions. The Consultant is responsible for the accuracy of all work submittals.
 12. The physical assessment shall consist of the buildings and their components as well as the surrounding areas (grounds, parking lot, signage, etc). The County will make provisions to provide access to the roof, interior areas, mechanical, electrical rooms and common areas.

13. The Consultant shall identify and categorize each major component for predictive maintenance, testing and/or inspection, preventative maintenance, emergency maintenance and/or routine maintenance needs. Prioritize necessary repair, renovation and/or replacement actions with estimated cost forecast for the projected year(s).

14. The Consultant will inspect, measure and report conditions for the following Component Elements:

1.1 Substructure elements shall include the foundations, slabs on grade, basement excavation and walls. The Consultant shall visually evaluate the accessible below grade components for signs of distress (cracking, displacement, insect infiltration, water infiltration, etc.) and document findings with photos.

1.2 Core and shell elements shall include the superstructure (floors, bearing walls, columns, beams, roofs and related structures); exterior closure (exterior walls, windows, and doors) and roofing. The Consultant shall visually evaluate the accessible shell components and ancillary elements for signs of distress and document findings with photos. This will include cracking, displacement, connection issues, continuity of flashing and seals, and evidence of other types of distress. The building envelope shall also be examined for deficiencies.

The Consultant shall check for flashing and connections for proper drainage on walls and check for condition and proper placement of expansion joints. For roofing, Consultant shall access the roof to visually observe the condition of the roof system, accessories and details. The Consultant shall observe flashing and penetration details for condition and conformance with accepted practice. Documentation of existing roofing warranties, replacement costs and remaining life of facilities shall also be included. Color photos of any identified items requiring remediation must also be included.

1.3 Interiors elements shall include interior partitions, and doors; stairways and finishes; and interior finishes such as paint and other wall finishes, flooring, and interior ceiling finishes and systems. The Consultant shall visually evaluate the condition of interior finishes and document findings with photos.

1.4 Building equipment and systems elements shall include:

- a. Elevators, escalators and other vertical transportation systems;
- b. Plumbing systems (fixtures, water distribution, sanitary waste,

-
- c. HVAC Systems (heat generation, rejection, distribution and transfer systems, chillers, boilers, cooling towers, split systems, dehumidifiers, controls and instrumentation and other HVAC support elements);
 - d. Fire detection and suppression systems (alarm systems, monitoring systems, sprinkler systems, standpipe and hose systems, pumps, etc.);
 - e. Electrical systems (service and distribution, feeder, lighting and branch wiring, communications and security systems, emergency generators, UPS systems, and electrical controls and instrumentation).

14.5 The Consultant shall visually and physically evaluate the conditions of service, and document findings. For vertical transportation systems, Consultant shall review the maintenance records and available reports on equipment and physically evaluate the performance and anticipated service life of the systems. For plumbing, HVAC and electrical systems, Consultant shall physically evaluate the age, condition, and adequacy of capacity and status of maintenance of these systems and document their findings.

13.6 Building site improvement elements shall include grading and drainage slope stabilization, protection and erosion control; roadways and parking lots (pavement, curb, gutter and appurtenances) pedestrian paving (sidewalks, exterior steps, etc.). For grading and drainage, the Consultant shall observe the site systems for removal of storm water, and identify any that appear under-capacity or distressed.

14.7 Access control elements shall include doors and windows, including hardware and other components; intrusion detection systems and access control. The Consultant shall conduct a review of all potential points of access and determine and document effectiveness of access control. The Consultant shall identify a pattern in faulty hardware system and controls.

14.8 Safety and Security elements shall be evaluated as to the adequacy of the installed fire and theft protection and prevention systems and recommend necessary upgrades or modernization required.

15. Provide digital photos of each facility. Exterior photos will be used for facility identification as well as to document any structural problems or major site deficiencies. Interior photos can be used to document critical issues. Photos will be used to explain or justify the prioritization of recommended

corrective actions.

16. Each facility assessment shall include a compliance review of American Disabilities Act (ADA) accessibility and must include a list of any immediately required repairs or alterations to the facility and/or equipment.
17. Each facility assessment shall include a federal, state and local code compliance review to ensure the County is in compliance and any non-compliant areas must be identified.
18. All assessment data must be stored in software/system that will support this project's objectives and requirements. The software/system must provide the County with the ability to continually update data, manage maintenance information/documentation and to prioritize and project future capital expenditures.
19. Priority:
 1. Libraries
 2. Senior Health Centers
 3. Health Facilities
 4. Annexes and Service Centers
 5. Courthouse Facilities
 6. Government Center
 7. All Other Facilities (to include Jails, Service Locations and Cell Sites)

Reference Appendix 1

3.4 PROJECT DELIVERABLES

The Consultant shall submit reports that include:

- Documents detailing the present condition of each facility and infrastructure
- Recommendation for corrections for all deficiencies
- Cost estimates for corrections of each item identified as needing correction or replacement
- A prioritization of corrections/deficiencies
- A forecast of future equipment replacements required based on life cycle analysis of existing facilities equipment.

3.5 PROJECT TIMELINE

The County is interested in completing this project in a timely manner. Based on a tentative start date of November 1, 2015, provide a proposed Project Timeline which includes the following (at minimum):

- Start Date
- County Reviews
- Field Data Collection
- Project Planning
- Submittal of Draft Report(s)
- Submittal of Final Report

3.6 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below.

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

Section 1 - Executive Summary

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this proposal.
2. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
3. Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.
4. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

Section 2 – Project Approach and Management Plan

1. Describe your firm's experience in conducting facility assessments/analyses of governmental entities similar in size and scope to Fulton County or a large scale organization with multiple locations and multiple lines of business.

-
2. Provide a clear and detailed description of the proposed approach to accomplish the County's objectives. The County will consider the comprehensiveness of the approach, understanding of the project, strategy and methodology to be used.
 3. Provide a detailed Project Plan that outlines the methods and means to be used to implement the scope of services as outlined in Section 3.3. The Project Plan must define the necessary steps to implement and accomplish the County's objectives. The Project Plan should demonstrate the processes that will be utilized to develop the Final Report within the timeframe identified.
 4. The Project Plan must at a minimum, identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, task complete date and any other information that will assist in the planning and tracking of this project.
 5. Describe the software/systems that will be left in place for the continued updating and use by the County keeping in mind that the County requires all reports and data provided must be provided in a non-proprietary format.

Section 3 –Qualifications of Key Personnel

1. Identify the individual(s) who will be part of the Project Team. Provide an organizational chart which includes the key personnel and their role(s) proposed for this project. Identify whether their roles are managerial, technical, support staff, etc.
2. The Project Manager should be the Lead Person and must have a minimum of five (5) years of work experience in conducting facility condition assessments.
3. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Professional Qualifications and Certifications
 - Current and Past Relevant Work Experience
 - Include two (2) references for each key personnel member on similar projects.

Section 4 – Relevant Project Experience

Identify at least three (3) projects ongoing or completed within the last three (3)

years where the Proposer has conducted facility condition assessments for governmental entities similar in size and scope to Fulton County or an organization with multiple locations and multiple lines of business. Limit your response to one (1) page per project; please provide the following information for each project:

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

Section 5 - Availability of Key Personnel

Based on the project time schedule, state percentage of time key personnel will spend on this project.

Section 6 – Project Schedule

Based on the tentative start date, the proposed Project Timeline submitted that includes major tasks/milestones with time duration for each task/milestone which outlines the total project time will be evaluated.

Section 7 - Local Preference

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

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

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

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

The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
- Copy of a lease or rental agreement, or;
- Proof of ownership interest in a location within the geographical boundaries of Fulton County.

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

The following supporting documentation must be provided:

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

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

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

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

Section 8 – Service Disabled Veterans Preference

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

In order to receive the SDVBE Preference points the Proposer must complete and submit Form I, Service Disabled Veterans Preference Affidavit located in

Section 5 of this RFP certifying under oath that it is eligible to receive the SDVBE preference points. The Service Disabled Veteran Business Enterprise ("SDVBE") must be certified as such by the County's Office of Contract Compliance.

Section 9 – Cost

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

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

Lowest cost submitted

Each successive cost \times Points allocated for cost in RFP = Cost proposal score

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

Section 10 – Proposer Financial Information

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

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

- a. Provide your firm's most recent balance sheets.
- b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.
- d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

Section 11 – Disclosure Form and Questionnaire

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

3.5 COST PROPOSAL FORMAT AND CONTENT

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

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

COST PROPOSAL FORM
(SUBMIT IN SEPARATE SEALED ENVELOPE)

The County is requesting an all-inclusive cost per square foot. The per square foot cost must include all costs and projected expenses associated with performing the facilities condition assessment including but not limited to transportation, meals, lodging, long distance calls, photocopying services, etc.

The Total Cost (E) will be derived by multiplying the Cost per square foot (A) by the Total square feet (B) = Total square feet Cost X (D) 10% Owner Controlled Contingency = (E) Total Cost

(A) PER SQ. FT	(B) TOTAL SQUARE FEET	(C) TOTAL SQUARE FEET COST	(D)*10% OWNER CONTROLLED CONTINGENCY	(E) TOTAL COST
	3,893,777		10%	

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Project Approach and Management Plan	30%
Qualifications of Key Personnel	15%
Relevant Project Experience	20%
Project Timeline	15%
Availability of Key Personnel	3%
Local Preference	5%
Service Disabled Veterans Preference	2%
Cost Proposal	10%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

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

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

Form I: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Certification Regarding Debarment

Proposer shall complete and submit **Form A**, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

Non-Collusion Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form B**, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit **Form C**, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

Disclosure Form and Questionnaire

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

Georgia Security and Immigration Contractor Affidavit and Agreement

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

Georgia Security and Immigration Subcontractor Affidavit

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

Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit **Form G** and attach a copy of their license for the work they will perform on this project.

Local Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form H**, which certifies that the Proposer is eligible to receive local preference points.

Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form I**, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise

("SVDBE") by the County's Office of Contract Compliance.

FORM A: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

The following Section 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(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, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the

suspension shall not exceed seven (7) years.

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

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ 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 offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

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

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]



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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

**FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

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

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Commission Expires: _____

**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** behalf of **Fulton**

County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

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

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Commission Expires: _____

FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

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

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

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

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

Notary Public: _____

County: _____

Commission Expires: _____

STATE OF GEORGIA

COUNTY OF FULTON

FORM I: **SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT**
OF BIDDER/OFFEROR

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

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

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

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

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Purchasing Code Section 102-430, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

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

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

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

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

6.4 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

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

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

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

The following demographic employment information must be submitted with this quote.

JOB CATEGORIES	WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS														
FIRST/MID LEVEL OFFICIALS and MANAGERS														
PROFESSIONALS														
TECHNICIANS														
SALES WORKERS														
ADMINISTRATIVE SUPPORT WORKERS														
CRAFT WORKERS														
OPERATIVES														
LABORERS & HELPERS														
SERVICE WORKERS														
TOTAL														

FIRM'S NAME
 ADDRESS
 TELEPHONE
 EMAIL ADDRESS
 Submitted by:

Date Completed:

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/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 _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____ hereby declares that it is my/our intent to
(Bidder)

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

(Description of Work)

In making this declaration, the bidder/proposer states the following:

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

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

<u>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 Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20__, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Purchasing Code Section 102-430, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

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

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

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

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

6.4 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

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

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

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

The following demographic employment information must be submitted with this quote.

JOB CATEGORIES	WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS														
FIRST/MID LEVEL OFFICIALS and MANAGERS														
PROFESSIONALS														
TECHNICIANS														
SALES WORKERS														
ADMINISTRATIVE SUPPORT WORKERS														
CRAFT WORKERS														
OPERATIVES														
LABORERS & HELPERS														
SERVICE WORKERS														
TOTAL														

FIRMS'S NAME
 ADDRESS
 TELEPHONE
 EMAIL ADDRESS
 Submitted by:

Date Completed:

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

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

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

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

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/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 _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____ hereby declares that it is my/our intent to
(Bidder)

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

(Description of Work)

In making this declaration, the bidder/proposer states the following:

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

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

<u>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 Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

**SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management Provisions Building & Facilities Assessment Services

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

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

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

Accordingly the Respondent shall provide a certificate evidencing the following:

1. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

3. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In

Building and Facilities Assessment

compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

4. PROFESSIONAL LIABILITY (Errors & Omission) Each Occurrence \$1,000,000

Certificates of Insurance

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty (30) days written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11785) version, its, equivalent or on a blanket basis. .

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

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

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

Such certificates and notices **must** identify the "Certificate Holder" as follows:

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

Certificates **must** list Project Name (where applicable).

Important:

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____



FULTON COUNTY

Vision
People Families Neighborhoods

Mission
To serve, protect and govern in concert with local municipalities

Values
People Customer Services
Ethics Resource Management
Innovation Equal Opportunity

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONSULTANT
- ARTICLE 18. PROFESSIONAL RESPONSIBILITY
- ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES

APPENDIX 1:

SAMPLE CONTRACT

CONTRACT AGREEMENT

Consultant: *[Insert Consultant Name]*
Contract No.: *[Insert Project Number and Title]*
Address: *[Insert Consultant Address]*
City, State
Telephone: *[Insert Consultant telephone #]*
Email: *[Insert Consultant Email]*
Contact: *[Insert Consultant Contact Name]*
[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of _____, 20____ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its *[Insert User Department Name]* hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform *[Insert project description/services to be provided]*, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];

- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project 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, conforms to Fulton County Purchasing Code, Division 6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

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 Project is to perform **[Insert project description]**. 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 WORK**

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 herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County 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 Project. Certain services as described in Exhibit C, Scope of Work, 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.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code, Division 6, which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services 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 Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

Example: The contract will commence as of the date indicated in the Notice to Proceed (NTP) and will terminate as indicated in the contract.

Example: The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

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

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If approved by the County Board of Commissioners, the

Second Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of January, 2016 and shall end no later than the 31st day of December, 2016. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed **[Insert amount approved by BOC]**, which is full payment for a complete scope of work/services.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners 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. 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.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the

Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION 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 the 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.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. 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 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such 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 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project 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. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project 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 22. INDEMNIFICATION

22.1.1 Professional Services Indemnification. Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents, from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability arises or results from the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities arising from a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

22.1.2 Non-Professional Services Indemnification. Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the

avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 6.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article 6 will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to 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, 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 **[insert user department name]**.

Articles, papers, bulletins, reports, 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.

It is further agreed that if any information concerning the Project, 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 24. 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 Agreement. Consultant or any sub-consultant 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 County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements

thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. 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.

ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 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.

Section 27.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

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 29. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or any portion thereof 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 30. 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 31. AUDITS AND INSPECTORS

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.

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. 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. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project 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 eight 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 sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining 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 33. 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 34. 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:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Email:

Attention: **[Insert User Department Representative for project]**

With a copy to:

Department of Purchasing & Contract Compliance

Director

130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: Felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Email:

Attention: **[Insert Consultant Representative for project]**

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, 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 the Fulton County Superior Courts. 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 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 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;

Section 36.03 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 sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **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.

SAMPLE CONTRACT

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of 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 by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods,

and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and

paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of

the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

[Insert Name & Title of person authorized to sign contract]

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

ADDENDA

SAMPLE CONTRACT

EXHIBIT A
GENERAL CONDITIONS

SAMPLE CONTRACT

EXHIBIT B
SPECIAL CONDITIONS

SAMPLE CONTRACT

EXHIBIT C
SCOPE OF WORK

SAMPLE CONTRACT

SCOPE OF WORK

SAMPLE CONTRACT

EXHIBIT D
PROJECT DELIVERABLES

SAMPLE CONTRACT

PROJECT DELIVERABLES

SAMPLE CONTRACT

EXHIBIT E
COMPENSATION

SAMPLE CONTRACT

COMPENSATION

SAMPLE CONTRACT

EXHIBIT F
PURCHASING FORMS

SAMPLE CONTRACT

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

SAMPLE CONTRACT

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

SAMPLE CONTRACT

**SECTION 9
EXHIBITS**

Insert any exhibits after this page. Examples of exhibits are:

- ***Description of an item***
- ***Graph(s)***
- ***Diagram(s)***
- ***Organizational Chart***
- ***Drawings***

EXHIBIT 1

Request to Proposal (RFP) Submittal Check List for

The following submittals shall be completed and submitted with each proposal (see table below "Required Proposal Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) CD's as required in Section 3.1.2 of the RFP.

Item #	Required Proposal Submittal Check List	Check (√)
1	One (1) Proposal marked " Original ", five (5) CD's	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Executive Summary Project Approach and Management Plan Qualifications of Key Personnel Relevant Project Experience Project Timeline Availability of Key Personnel Local Preference Disclosure Form and Questionnaire	
9	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror	
10	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	

Request to Proposal (RFP) Submittal Check List for

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

Cost Proposal Summary

Insert Cost Proposal Summary Form here

**SECTION 10
APPENDICES**

Libraries to be Assessed

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	Zipcode	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
2	B400012	Central Library	Main Building	1 Margaret Mitchell Square	Atlanta	30303	Library	Gayle Holloman	404-730-1972	1	1981	286,600
24	B457013	Mechanicsville Branch	Main Building	400 Formwalt SW	Atlanta	30312	Library	Gayle Holloman	404-730-1972	3	1990	33,000
29	B440013	Southwest Branch	Main Building	3665 Cascade Road	Fulton County	30331	Library	Gayle Holloman	404-730-1972	1	1990	27,270
31	B421011	Sandy Springs Branch	Main Building	395 Mount Vernon Highway	Sandy Springs	30328	Library	Gayle Holloman	404-730-1972	1	1973	25,000
32	B455012	Ocee Branch	Main Building	5090 Abbotts Bridge Road	Johns Creek	30005	Library	Gayle Holloman	404-730-1972	1	2004	25,000
34	B428012	Northeast/Spruill Oaks Branch	Main Building	9560 Spruill Road	Johns Creek	30022	Library	Gayle Holloman	404-730-1972	1	1989	24,855
35	B436011	Roswell Branch	Main Building	115 Norcross Street	Roswell	30075	Library	Gayle Holloman	404-730-1972	2	1985	23,716
36	B431012	Buckhead Branch	Main Building	269 Buckhead Avenue	Atlanta	30305	Library	Gayle Holloman	404-730-1972	1	1989	19,448
46	B447013	Cleveland Avenue Branch	Main Building	47 Cleveland Avenue	Atlanta	30315	Library	Gayle Holloman	404-730-1972	1	1992	13,000
51	B434012	Adamsville-Coller Heights Branch	Main Building	3424 Martin Luther King Jr. Drive	Atlanta	30331	Library	Gayle Holloman	404-730-1972	1	1989	11,368
53	B430012	Northside Branch	Main Building	3295 Northside Parkway	Atlanta	30327	Library	Gayle Holloman	404-730-1972	1	1989	11,070
54	B433012	Ponce de Leon Branch	Main Building	980 Ponce de Leon Avenue	Atlanta	30306	Library	Gayle Holloman	404-730-1972	1	1989	10,815
55	B425013	East Point Branch	Main Building	2757 Main Street	East Point	30344	Library	Gayle Holloman	404-730-1972	1	1998	10,000
57	B414013	Fairburn Branch	Main Building	60 Valley View Drive	Fairburn	30213	Library	Gayle Holloman	404-730-1972	1	1969	9,580
64	B408023	East Atlanta Branch	Main Building	400 Flat Shoals Avenue, SE	Atlanta/Dekalb	30316	Library	Gayle Holloman	404-730-1972	1	2005	8,000
66	B404023	College Park Branch	Main Building	3647 Main Street	College Park	30337	Library	Gayle Holloman	404-730-1972	1	1998	7,560

Libraries to be Assessed

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	Zip Code	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
67	B450013	Washington Park Branch	Main Building	1116 Martin Luther King	Atlanta	30314	Library	Gayle Holloman	404-730-1972	1	1992	7,500
68	B452013	West End Branch	Main Building	525 Peoples Street	Atlanta	30310	Library	Gayle Holloman	404-730-1972	1	1994	7,500
70	B427013	Adams Park Branch	Main Building	2231 Campbellton Road	Atlanta	30311	Library	Gayle Holloman	404-730-1972	1	1953	7,500
78	B449012	Dogwood Branch	Main Building	1838 Donald Lee Hollowell Parkway	Atlanta	30318	Library	Gayle Holloman	404-730-1972	1	1992	6,200
88	B412013	Hapeville Branch	Main Building	525 King Arnold Street	Hapeville	30354	Library	Gayle Holloman	404-730-1972	1	1974	5,000

Health and Wellness (Clinics)

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	Zip Code	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
15	8314012	Center for Health & Rehabilitation	Main Building	265 Boulevard Avenue	Atlanta	30312	Health and Wellness	Dr. Patrice Harris	404-613-1205	6	1965	53,033
20	8220013	College Park Regional Health	Main Building	1920 John Wesley Avenue	College Park	30337	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1996	40,546
22	8316023	Adamsville Regional Health Center	Main Building	3700 Martin Luther King, Jr. Drive	Atlanta	30331	Health and Wellness	Dr. Patrice Harris	404-613-1205	3	2011	34,664
44	8342013	Central Training Center	Main Building	425 Langhorn Street	Atlanta	30310	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1987	13,500
49	8302013	West Fulton Mental Health Center	Main Building	475 Fairburn Road	Atlanta	30331	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1983	12,700
56	8352012	North Fulton Training Center	Main Building	5025 Roswell Road	Sandy Springs	30342	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1976	10,000
62	8816093	Oak Hill Child, Adolescent & Family Center	Gymnasium	2805 Metropolitan Parkway	Atlanta	30315	Health and Wellness	Dr. Patrice Harris	404-612-4111	1	1956	8,271
71	8327012	Neighborhood Union Health Center	Main Building	185 Sunset Avenue	Atlanta	30314	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1959	7,493
101	8816123	Oak Hill Child, Adolescent & Family Center	Administration Building	2805 Metropolitan Parkway	Atlanta	30315	Health and Wellness	Dr. Patrice Harris	404-612-4111	2	2013	2,500

Health and Wellness (Clinics)

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	ZipCode	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
15	B314012	Center for Health & Rehabilitation	Main Building	265 Boulevard Avenue	Atlanta	30312	Health and Wellness	Dr. Patrice Harris	404-613-1205	6	1965	53,033
20	B220013	College Park Regional Health Center	Main Building	1920 John Wesley Avenue	College Park	30337	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1996	40,546
22	B316023	Adamsville Regional Health Center	Main Building	3700 Martin Luther King, Jr. Drive	Atlanta	30331	Health and Wellness	Dr. Patrice Harris	404-613-1205	3	2011	34,664
44	B342013	Central Training Center	Main Building	425 Langhorn Street	Atlanta	30310	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1987	13,500
49	B302013	West Fulton Mental Health Center	Main Building	475 Fairburn Road	Atlanta	30331	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1983	12,700
56	B352012	North Fulton Training Center	Main Building	5025 Roswell Road	Sandy Springs	30342	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1976	10,000
62	B816093	Oak Hill Child, Adolescent & Family Center	Gymnasium	2805 Metropolitan Parkway	Atlanta	30315	Health and Wellness	Dr. Patrice Harris	404-612-4111	1	1956	8,271
71	B327012	Neighborhood Union Health Center	Main Building	186 Sunset Avenue	Atlanta	30314	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1959	7,493
101	B816123	Oak Hill Child, Adolescent & Family Center	Administration Building	2805 Metropolitan Parkway	Atlanta	30315	Health and Wellness	Dr. Patrice Harris	404-612-4111	2	2013	2,500

Government and Service Centers

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	ZipCode	Agency	Agency/Contact	Phone Number	# Floors	Year Built	Gross S.F.
4	B613052	Government Center	Tower	141 Pryor Street	Atlanta	30303	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1989	263,577
6	B613022	Government Center	midrise	141 Pryor Street SW	Atlanta	30303	Public Works/General Services	Kun Suwanarpa	404-612-7394	4	1989	137,019
8	B613012	Government Center	Assembly Hall	141 Pryor Street	Atlanta	30303	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1989	83,064
9	B613042	Government Center	Public Safety Building	130 Peachtree Street SW	Atlanta	30303	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1989	75,100
10	B613062	Government Center	Atrium	141 Pryor Street	Atlanta	30303	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1989	68,179
11	B501022	Central Maintenance Facility	Central Facility	895 Marietta Blvd NW	Atlanta	30338	Public Works/General Services	Kun Suwanarpa	404-612-5900			66,500
12	B601011	North Fulton Service Center	Main Building	7741 Roswell Road	Sandy Springs	30350	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1976	64,072
13	B602013	South Fulton Service Center	Main Building	5600 Stonewall Tall Road	Fulton County	30349	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1970	64,000
16	B882014	Transportation & Logistics Division	Main Building	79 Milton Avenue SE	Atlanta	30315	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1952	52,280
45	B615013	Willie Mill Road Facility	Administration Building	125 Willis Mill Road	Atlanta	30311	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1958	13,287
90	B818022	Wolf Creek Public Works Warehouse	Warehouse	780 Marietta Blvd	Atlanta	30318	Public Works/General Services	Kun Suwanarpa	404-612-7394	1	2000	5,000
102	B700031	Sandy Springs Recycle Center	Main Building	470 Morgan Falls Road	Sandy Springs	30350	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1989	1,850

Courts and Justice Facilities

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	Zip Code	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
1	B600052	Justice Center	Justice Center Tower	185 Central Avenue	Atlanta	30303	Superior Court Administration	Omotayo AIII	404-613-4681	10	1993	615,000
3	B600012	Justice Center	Lewis R. Slaton Courthouse Building	136 Pryor Street	Atlanta	30303	Superior Court Clerk	Omotayo AIII	404-613-4681	10	1912	274,628
5	B600032	Justice Center	Charles L. Carnes Justice Center Building	160 Pryor Street	Atlanta	30303	Superior Court Clerk	Omotayo AIII	404-613-4681	10	1958	142,396
7	B504032	Fulton County Jail	Homeless Shelter	1101 Jefferson Street	Atlanta	30318	Sheriff Department	Gerry Eastley	404-613-4138	1	1959	119,769
25	B815013	Medical Examiner's Center	Main Building	430 Pryor Street SW	Atlanta	30312	Medical Examiner	Randy Hanzlick	404-613-4407	2	1999	33,000
30	B606122	Fulton County Airport Brown Field	Police Tactical Operations and Training Center	3995 Martin Luther King Jr. Drive	Fulton County	30336	Police	Cassandra Jones	404-613-5705	1	1987	26,528
59	B501082	Fulton County Jail	Hope Center	1101 Jefferson Street	Atlanta	30318	Sheriff Department	Ted Jackson	404-612-5108	1		9,023
72	B506011	Romae T. Powell Juvenile Justice Center	Main Building	395 Pryor Street SW	Atlanta	30312	Juvenile Court	Omotayo AIII	404-613-4681	4	2003	7,350

All Other Facilities

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	Zip Code	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
14	B251013	Welcome All Park & Multipurpose Facility	Multi-Purpose Facility	4255 Will Lee Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1997	60,764
18	B203013	South Fulton Arts Center	Multi-Purpose Facility	4645 Burner Road	Fulton County	30349	Arts & Culture	Tony Phillips	404-612-5347	1	1993	42,325
19	B380013	Southwest Arts Center	Instructional Building	915 New Hope Road	Fulton County	30331	Arts & Culture	Lisa Turtle	404-612-2876	1	2001	42,000
27	B852012	Peachtree Street Offices	Housing and Human Services Office	162 Mitchell Street	Atlanta	30303		Mike Rowicki	404-612-7187	3	1900	29,484
28	B811023	Fulton County Family Resource Center	Main Building	2836 Springdale Rd., SW	Atlanta	30315	DFACS			3	1992	27,340
37	B229503	Wolf Creek Amphitheater	Stage	3025 Mark Road	Fulton County	30349	Arts & Culture	Lisa Turtle	404-612-2876	1	2011	19,000
38	B380023	Southwest Arts Center	Theater and Gallery	915 New Hope Road	Fulton County	30331	Arts & Culture	Lisa Turtle	404-612-2876	1	2001	19,000
39	B214023	Southtown Gymnasium	Gymnasium Main Building	5320 Campbellton Road	Fulton County	30331	Parks and Recreation	Tony Phillips	404-612-5347	1	1986	18,576
40	B605022	Fulton County Airport Brown Field	General Services Construction Building	3977 Aviation Circle	Fulton County	30336	Airport	Doug Barrett	404-699-4200	2	1959	18,600
41	B241013	Cliffendale Park	Arts Center Building	4645 Burner Road	Fulton County	30349	Arts & Culture	Lisa Turtle	404-612-2876	1	1933	18,072
42	B805012	Animal Services Center	Main Kennel	860 Marietta Blvd	Atlanta	30318	Animal Services	Barking Hound Village, LLC	404-613-0359	1	1978	17,478
43	B308033	South Training Center	Main Building	2605 Fairburn Road SW	Atlanta	30331	Behavioral Health & Developmental Disabilities	Dr. Parrice Harris	404-613-1205	1	1987	13,692
50	B301013	South Fulton Mental Health Center	Main Building	1636 Connally Drive	East Point	30344	Behavioral Health & Developmental Disabilities	Dr. Parrice Harris	404-613-1205	1		12,466
58	B200013	Burdett Gym	Gym / Recreation Center Building	2945 Burdett Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1976	9,340
60	B125013	Fire Station #23	Main Building	4121 Cascade Road	Fulton County	30331	Fire	Larry Faw	404-612-5720	1	1996	9,000
63	B119012	Fire Station #19 C Brown Airport	Main Building	3965 Aero Drive	Fulton County	30336	Fire	Larry Faw	404-612-5720	2	1988	8,181
73	B604013	County Extension Office	Main Building	1737 Washington Avenue	East Point	30344	Cooperative Extension	Menna Chester	404-332-2400	1	1960	7,280

All Other Facilities

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	Zip Code	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
75	B121012	Fire Station #13 Cascade	Fire Apparatus Maintenance Building	5890 Plummer Road	Fulton County	30335	Fire	Larry Faw	404-612-5720	1	1982	5,432
77	B101013	Fire Station #1 Red Oak	Main Building	5165 Welcome All Road	Fulton County	30349	Fire	Larry Faw	404-612-5720	1	1969	6,912
79	B800263	Camp Fulton/Fruit 4-H Center	Education Center	4300 Herschel Road	College Park	30337	Cooperative Extension	Merna Chester	404-332-2400	1		6,000
80	B117013	Fire Station #15 & #17 Cedar Grove	Main Building	8675 Ridge Road	Fulton County	30213	Fire	Larry Faw	404-612-5720	1	1982	5,984
81	B109013	Fire Station #9, Rico	Main building	6615 Rico Rd.	Palmetto	30268	Fire	Larry Faw	404-612-5721	1	1982	5,984
82	B424013	West End Performing Arts Center	Main Building	945 Ralph David Abernathy Boulevard	Atlanta	30310	Arts & Culture	Lisa Tuttle	404-613-6465	1	1996	5,760
83	B105023	Fire Station #5 Pine Ridge Center	Main Building	3175 Bethesda Road	Fulton County	30213	Fire	Larry Faw	404-612-5720	1	1993	5,732
84	B124013	Fire Station #21	Main Building	19 East Broad Street	Fairburn		Fire	Larry Faw	404-612-5721	2	1983	5,700
85	B107013	Fire Station #7 Midway	Main Building	5965 Bufington Road	Fulton County	30349	Fire	Larry Faw	404-612-5720	1	1978	5,600
87	B121012	Fire Station #13 Cascade	Fire Apparatus Maintenance Building	5890 Plummer Road	Fulton County	30335	Fire	Larry Faw	404-612-5720	1	1982	5,432
91	B103013	Fire Station #3 Cliffendale	Main Building	4035 Stonewall Tell Road	Fulton County	30349	Fire	Larry Faw	404-612-5720	1	1987	4,616
92	B213041	Abernathy Arts Center	Annex Building	254 Johnson Ferry Road	Sandy Springs	30328	Arts & Culture	Lisa Tuttle	404-612-2876	1	1974	4,400
93	B205013	South Fulton Tennis Center	Club House	5645 Watson Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1976	4,096
94	B316043	Oak Hill Child, Adolescent & Family Center	Medical Wing	2805 Metropolitan Parkway	Atlanta	30315	DFACS	Dr. Patrice Harris	404-612-4111	2	2013	4,016
95	B233013	Stonewall Tell Maintenance Facility	Main Office	5565 Stonewall Tell Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1972	4,000
96	B219013	Tom Lowe Shooting Range	Main Office	3225 Merik Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1977	3,844
97	B213011	Abernathy Arts Center	Arts and Crafts Building	254 Johnson Ferry Road	Sandy Springs	30328	Arts & Culture	Lisa Tuttle	404-612-2876	1	1974	3,800

All Other Facilities

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	Zip Code	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
98	B800133	Camp Fulton/Truitt 4-H Center	Dining Hall	4300 Herschel Road	College Park	30337	Cooperative Extension	Merina Chester	404-332-2400	1	1938	3,764
99	B239042	Creel Park	Recreation Center Building	2775 Creel Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1994	3,300
100	B241013	Gifforddale Park	Community Center	4645 Burner Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1978	2,880
106	B121022	Fire Station #13 Cascade	Maintenance Building	5890 Plummer Road	Fulton County	30336	Fire	Larry Faw	404-612-5720	1	1984	1,200
107	B841213	FCC Registration 1201330	Radio Tower	5901 Deerfield Trail	Fulton County	30349	Fire	Mark Tursich	404-612-7917	0		500
108	B841113	Palmetto Communication Site	Radio Tower	505 Carlton Road	Palmetto	30268	Fire	Mark Tursich	404-612-7917	0	1973	500
109	B847012	Concourse 5 Tower	Communication Dish	5 Concourse Pkwy	Sandy Springs	30328	Fire	Mark Tursich	404-612-7917	0	1997	500
110	B845013	Fire Station 13 Cascade	Communications Tower	6000 Plummer Road	Fulton County	30336	Fire	Mark Tursich	404-612-7917	0	1985	500
111	B315001	Jones Bridge Communications Site	Communications Tower	10735 Jones Bridge Road	Johns Creek	30022	Fire	Mark Tursich	404-612-7917	0	1993	500
112	B806011	Kimball Bridge Communications Tower	Communications Tower	154 Kimball Bridge Road	Alpharetta	30009	Fire	Mark Tursich	404-612-7917	0		500
113	B846011	Morgan Falls Communications Tower	Communication Tower 2	460 Morgan Falls Road	Sandy Springs	30350	Fire	Mark Tursich	404-612-7917	0	1984	500

ASSESSMENT RECOMMENDATION

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	Zip Code	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
1	B600052	Justice Center	Justice Center Tower	185 Central Avenue	Atlanta	30303	Superior Court Administration	Omotayo Alli	404-613-4681	10	1993	615,000
2	B400012	Central Library	Main Building Lewis R. Stator Courthouse Building	1 Margaret Mitchell Square	Atlanta	30303	Library	Gayle Holloman	404-730-1972	1	1981	286,600
3	B600012	Justice Center	Justice Center Building	136 Pryor Street	Atlanta	30303	Superior Court Clerk	Omotayo Alli	404-613-4681	10	1912	274,628
4	B613052	Government Center	Tower Charles L. Garmes Justice Center Building	141 Pryor Street	Atlanta	30303	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1989	263,577
5	B600032	Justice Center	Justice Center Building	160 Pryor Street	Atlanta	30303	Superior Court Clerk	Omotayo Alli	404-613-4681	10	1958	142,396
6	B613022	Government Center	midrise	141 Pryor Street SW	Atlanta	30303	Public Works/General Services	Kun Suwanarpa	404-612-7394	4	1989	137,019
7	B504032	Fulton County Jail	Homeless Shelter	1101 Jefferson Street	Atlanta	30318	Sheriff Department	Gerry Easley	404-613-4138	1	1959	119,769
8	B613012	Government Center	Assembly Hall	141 Pryor Street	Atlanta	30303	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1989	83,064
9	B613042	Government Center	Public Safety Building	130 Peachtree Street SW	Atlanta	30303	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1989	75,100
10	B613062	Government Center	Atrium	141 Pryor Street	Atlanta	30303	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1989	68,179
11	B501022	Central Maintenance Facility	Central Facility	895 Marietta Blvd NW	Atlanta	30318	Public Works/General Services	Kun Suwanarpa	404-612-5900			66,500
12	B601011	North Fulton Service Center	Main Building	7741 Roswell Road	Sandy Springs	30350	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1976	64,072
13	B602013	South Fulton Service Center	Main Building	5600 Stonewall Tell Road	Fulton County	30349	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1970	64,000
14	B251013	Welcome All Park & Multipurpose Facility	Multi-Purpose Facility	4255 Will Lee Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1997	60,764

ASSESSMENT RECOMMENDATION

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	ZipCode	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
15	B314012	Center for Health & Rehabilitation	Main Building	265 Boulevard Avenue	Atlanta	30312	Health and Wellness	Dr. Patrice Harris	404-613-1205	6	1965	53,033
16	B882014	Transportation & Logistics Division	Main Building	79 Milton Avenue SE	Atlanta	30315	Public Works/General Services	Kun Suwanarapa	404-612-5900	1	1952	52,280
17	B360012	Dorothy C. Benson Senior Multi-Purpose Complex	Multi-Purpose Facility	6500 Vernon Woods Drive	Sandy Springs	30328	Housing and Human Services	Mike Rowicki	404-612-7187	1	1999	44,964
18	B203013	South Fulton Arts Center	Multi-Purpose Facility	4645 Butner Road	Fulton County	30349	Arts & Culture	Tony Phillips	404-612-5347	1	1993	42,225
19	B380013	Southwest Arts Center	Instructional Building	915 New Hope Road	Fulton County	30331	Arts & Culture	Lisa Tuttle	404-612-2876	1	2001	42,000
20	B220013	College Park Regional Health Center	Main Building	1920 John Wesley Avenue	College Park	30337	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1996	40,546
21	B374012	Helen S. Mills Senior Multi-Purpose Facility	Senior Center	515 John Wesley Dobbs Avenue	Atlanta	30312	Housing and Human Services	Mike Rowicki	404-612-7187	1	2002	36,000
22	B316023	Adamsville Regional Health Center	Main Building	3700 Martin Luther King, Jr. Drive	Atlanta	30331	Health and Wellness	Dr. Patrice Harris	404-613-1205	3	2011	34,664
23	B370013	Harriett G. Darnell Senior Multi-Purpose Facility	Main Building	677 Fairburn Road	Atlanta	30331	Housing and Human Services	Mike Rowicki	404-612-7187	1	1998	33,806
24	B457013	Mechanicsville Branch	Main Building	400 Formwalt SW	Atlanta	30312	Library	Gayle Holloman	404-730-1972	3	1990	33,000
25	B815013	Medical Examiner's Center	Main Building	430 Pryor Street SW	Atlanta	30312	Medical Examiner	Randy Hanzlick	404-613-4407	2	1999	33,000
26	B880012	Quality Living Services	Main Building	4001 Danforth Road	Fulton County	30331	Housing and Human Services	Mike Rowicki	404-612-7187	1	1953	30,085
27	B852012	Peachtree Street Offices	Housing and Human Services Office	162 Mitchell Street	Atlanta	30303		Mike Rowicki	404-612-7187	3	1900	29,484
28	B811023	Fulton County Family Resource Center	Main Building	2836 Springdale Rd., SW	Atlanta	30315	DEACS			3	1992	27,340

8.27.2015
(Includes 22 libraries and 7 cell towers)

Fulton County Land Division
Department of Public Works/General Services

ASSESSMENT RECOMMENDATION

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	Zipcode	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
29	B440013	Southwest Branch Fulton County Airport Brown Field	Main Building Police Tactical Operations and Training Center	3665 Cascade Road 3995 Martin Luther King Jr. Drive	Fulton County	30331	Library	Gayle Holloman	404-730-1972	1	1990	27,270
30	B606122	Sandy Springs Branch	Main Building	395 Mount Vernon Highway	Sandy Springs	30328	Library	Gayle Holloman	404-730-1972	1	1973	25,000
31	B421011	Ocee Branch H. J. C. Bowden Senior Multi- Purpose Facility	Main Building	5090 Abbotts Bridge Road	Johns Creek	30005	Library	Gayle Holloman	404-730-1972	1	2004	25,000
32	B710013	Northeast/Sprull Oaks Branch	Main Building	2885 Church Street	East Point	30344	Housing and Human Services	Mike Rowicki	404-612-7187	2	1995	25,000
33	B428012	Main Building	Main Building	9560 Sprull Road	Johns Creek	30022	Library	Gayle Holloman	404-730-1972	1	1999	24,855
34	B436011	Main Building	Main Building	115 Norcross Street	Roswell	30075	Library	Gayle Holloman	404-730-1972	2	1985	23,716
35	B431012	Wolf Creek Amphitheater	Main Building	269 Buckhead Avenue	Atlanta	30305	Library	Gayle Holloman	404-730-1972	1	1989	19,448
36	B229503	Southwest Arts Center	Stage Theater and Gallery	3025 Merk Road	Fulton County	30349	Arts & Culture	Lisa Tuttle	404-612-2876	1	2011	19,000
37	B380023	Sandtown Gymnasium	Gymnasium Main Building	915 New Hope Road 5320 Campbellton Road	Fulton County	30331	Arts & Culture	Lisa Tuttle	404-612-2876	1	2001	19,000
38	B214023	Fulton County Airport Brown Field	General Services Construction Building	3977 Aviation Circle	Fulton County	30336	Parks and Recreation	Tony Phillips	404-612-5347	1	1986	18,876
39	B606022	Cliffondale Park	Arts Center Building	4645 Burner Road	Fulton County	30349	Arts & Culture	Doug Barrett	404-699-4200	2	1959	18,600
40	B241013	Animal Services	Main Kennel	860 Marietta Blvd	Atlanta	30318	Animal Services	Lisa Tuttle	404-612-2876	1	1933	18,072
41	B805012	South Training Center	Main Building	2605 Fairburn Road SW	Atlanta	30331	Behavioral Health & Developmental Disabilities	Dr. Patrice Harris	404-613-1205	1	1987	13,692
42	B342013	Central Training Center	Main Building	425 Langhorn Street	Atlanta	30310	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1987	13,500

8.27.2015

(Includes 22 libraries and 7 cell towers)

Fulton County Land Division

Department of Public Works/General Services

ASSESSMENT RECOMMENDATION

Rank by S.F.	AssetID	Site Name	Asset Name	Address	City	Zipcode	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
45	B615013	Willis Mill Road Facility	Administration Building	125 Willis Mill Road	Atlanta	30311	Public Works/General Services	Kun Suwanarapa	404-612-5900	1	1958	13,287
46	B447013	Cleveland Avenue Branch Palmetto Neighborhood Community Center	Main Building	47 Cleveland Avenue	Atlanta	30315	Library	Gayle Holloman	404-730-1972	1	1992	13,000
47	B220032	New Beginnings Neighborhood Senior Center	Main Building	510 Turner Avenue	Palmetto	30268	Housing and Human Services	Mike Rowicki	404-612-7187	1	2001	13,000
48	B809023	West Fulton Mental Health Center	Main Building	66 Brooks Drive	Fairburn	30213	Housing and Human Services	Mike Rowicki	404-612-7187	1	2008	13,000
49	B302013	South Fulton Mental Health Center	Main Building	475 Fairburn Road	Atlanta	30331	Health and Wellness Behavioral Health & Developmental Disabilities	Dr. Patrice Harris	404-613-1205	1	1983	12,700
50	B301013	Adamsville-Collier Heights Branch Roswell Neighborhood Senior Center	Main Building	1636 Connally Drive	East Point	30344		Dr. Patrice Harris	404-613-1205	1		12,466
51	B434012	Adamsville-Collier Heights Branch Roswell Neighborhood Senior Center	Main Building	3424 Martin Luther King Jr. Drive	Atlanta	30331	Library	Gayle Holloman	404-730-1972	1	1989	11,368
52	B810013	Northside Branch	Main Building	1250 Warsaw Road 3295 Northside Parkway	Roswell	30076	Housing and Human Services	Mike Rowicki	404-612-7187	1	1995	11,102
53	B430012	Ponce de Leon Branch	Main Building	980 Ponce de Leon Avenue	Atlanta	30306	Library	Gayle Holloman	404-730-1972	1	1989	11,070
54	B433012	East Point Branch	Main Building	2757 Main Street	East Point	30344	Library	Gayle Holloman	404-730-1972	1	1998	10,000
55	B425013	North Fulton Training Center	Main Building	5025 Roswell Road	Sandy Springs	30342	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1976	10,000
56	B352012	Fairburn Branch	Main Building	60 Valley View Drive	Fairburn	30213	Library	Gayle Holloman	404-730-1972	1	1969	9,580
57	B414013	Burdett Gym	Gym / Recreation Center Building	2945 Burdett Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1976	9,340

8.27.2015

(Includes 22 libraries and 7 cell towers)

Fulton County Land Division

Department of Public Works/General Services

Fulton County-Owned Buildings
ASSESSMENT RECOMMENDATION

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	Zipcode	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
59	B501082	Fulton County Jail	Hope Center	1101 Jefferson Street	Atlanta	30318	Sheriff Department	Ted Jackson	404-612-5108	1		9,023
60	B125013	Fire Station #23 Hapeville Neighborhood Senior Center	Main Building	4121 Cascade Road 527 King Arnold Street	Fulton County	30331	Fire Housing and Human Services	Larry Few	4046125720	1	1996	9,000
61	B371013		Main Building		Hapeville	30354	Human Services	Gerry Easley	404-613-4138	1	2002	8,522
62	B816093	Oak Hill Child, Adolescent & Family Center	Gymnasium	2805 Metropolitan Parkway	Atlanta	30315	Health and Wellness	Dr. Patrice Harris	404-612-4111	1	1956	8,271
63	B119012	Fire Station #19 C Brown Airport Branch	Main Building	3965 Aero Drive 400 Flat Shoals Avenue SE	Fulton County	30336	Fire	Larry Few	4046125720	2	1988	8,181
64	B408023	Southeast Neighborhood Senior Center	Main Building	1650 New Town Circle	Atlanta	30316	Library	Gayle Holloman	404-730-1972	1	2005	8,000
65	B373013	College Park Branch	Main Building	3647 Main Street	Atlanta	30315	Housing and Human Services	Mike Rowicki	404-612-7187	1	2002	7,859
66	B404023	Washington Park Branch	Main Building	1116 Martin Luther King	College Park	30337	Library	Gayle Holloman	404-730-1972	1	1998	7,560
67	B450013	West End Branch	Main Building	525 Peoples Street	Atlanta	30314	Library	Gayle Holloman	404-730-1972	1	1992	7,500
68	B452013	Kirkwood Branch	Main Building	11 Kirkwood Road	Atlanta	30310	Library	Gayle Holloman	404-730-1972	1	1994	7,500
69	B453012	Adams Park Branch	Main Building	2231 Campbellton Road	Atlanta/Dekalb	30317		Gayle Holloman	404-730-1972	1	1994	7,500
70	B427013	Neighborhood Union Health Center	Main Building		Atlanta	30311	Library	Holloman	404-730-1972	1	1953	7,500
71	B327012	Romae T. Powell Juvenile Justice Center	Main Building	186 Sunset Avenue	Atlanta	30314	Health and Wellness	Dr. Patrice Harris	404-613-1205	1	1959	7,493
72	B506011	County Extension Office	Main Building	1757 Washington Avenue	Atlanta	30312	Juvenile Court	Omotayo Alli	404-613-4681	4	2003	7,350
73	B604013		Main Building		East Point	30344	Cooperative Extension	Menia Chester	404-332-2400	1	1960	7,280

8.27.2015
(Includes 22 libraries and 7 cell towers)

Fulton County Land Division
Department of Public Works/General Services

ASSESSMENT RECOMMENDATION

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	ZipCode	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
74	B406012	Dogwood Neighborhood Senior Center	Main Building	1953 Donald L. Hollowell Pkwy	Atlanta	30318	Housing and Human Services	Gerry Easley	404-613-4138	1	1995	7,155
75	B113012	Fire Station #13	Main Building	5890 Plummer Road	Fulton County	30336	Fire	Larry Few	404-612-5720	1	1982	7,056
76	B891012	New Horizons Neighborhood Senior Center	Main Building	738 Jos E Boone Blvd, NW	Atlanta	30314	Housing and Human Services	Mike Rowicki	404-612-7187	1	1998	7,000
77	B101013	Fire Station #1 Red Oak	Main Building	5165 Welcome All Road	Fulton County	30349	Fire	Larry Few	404-612-5720	1	1969	6,912
78	B449012	Dogwood Branch Camp	Main Building	1838 Donald Lee Hollowell Parkway	Atlanta	30318	Library	Gayle Holloman	404-730-1972	1	1992	6,200
79	B800263	Fulton/Truitt 4-H Center	Education Center	4300 Herschel Road	College Park	30337	Cooperative Extension	Menia Chester	404-332-2400	1		6,000
80	B117013	Fire Station #15 & #17 Cedar Grove	Main Building	8675 Ridge Road	Fulton County	30213	Fire	Larry Few	404-612-5720	1	1982	5,984
81	B109013	Fire Station #9, Rico	Main building	6615 Rico Rd.	Palmetto	30268	Fire	Larry Few	404-612-5721	1	1982	5,984
82	B424013	West End Performing Arts Center	Main Building	945 Ralph David Abernathy Boulevard	Atlanta	30310	Arts & Culture	Lisa Tuttle	404-613-6465	1	1996	5,760
83	B105023	Fire Station #5 Pine Ridge	Main Building	3175 Bethesda Road	Fulton County	30213	Fire	Larry Few	404-612-5720	1	1993	5,732
84	B124013	Fire Station#21	Main Building	19 East Broad Street	Fairburn		Fire	Larry Few	404-612-5721	2	1983	5,700
85	B107013	Fire Station #7 Midway	Main Building	5965 Bufington Road	Fulton County	30349	Fire	Larry Few	404-612-5720	1	1978	5,600
86	B720012	Auburn Neighborhood Senior Center	Main Building	300 Edgewood Avenue SE	Atlanta	30303	Housing and Human Services	Mike Rowicki	404-612-7187	1	1995	5,451
87	B121012	Fire Station #13 Cascade	Fire Apparatus Maintenance Building	5890 Plummer Road	Fulton County	30336	Fire	Larry Few	404-612-5720	1	1982	5,432
88	B412013	Hapeville Branch	Main Building	525 King Arnold Street	Hapeville	30354	Library	Gayle Holloman	404-730-1972	1	1974	5,000

ASSESSMENT RECOMMENDATION

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	ZipCode	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
89	B800243	Camp Truitt Neighborhood Senior Center	Main Building	4320 Herschel Road	College Park	30337	Housing and Human Services	Menia Chester	404-332-2400	1	1995	5,000
90	B818022	Wolf Creek Public Works Warehouse	Warehouse	780 Marietta Blvd 4035 Stonewall Trail Road	Atlanta	30318	Public Works/General Services	Kun Suwanarpa	404-612-7394	1	2000	5,000
91	B103013	Cliffondale	Main Building	254 Johnson Ferry Road	Sandy Springs	30349	Fire	Larry Few	404-612-25720	1	1987	4,516
92	B213041	Abernathy Arts Center	Annex Building	254 Johnson Ferry Road	Sandy Springs	30328	Arts & Culture	Lisa Tuttle	404-612-2876	1	1974	4,400
93	B205013	Tennis Center	Club House	5645 Mason Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1976	4,096
94	B816043	Oak Hill Child, Adolescent & Family Center	Medical Wing	2805 Metropolitan Parkway	Atlanta	30315	DFACS	Dr. Patrice Harris	404-612-4111	2	2013	4,016
95	B233013	Stonewall Trail Maintenance Facility	Main Office	5565 Stonewall Trail Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1972	4,000
96	B219013	Tom Lowe Shooting Range	Main Office	3225 Merk Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1977	3,844
97	B213011	Abernathy Arts Center	Arts and Crafts Building	254 Johnson Ferry Road	Sandy Springs	30328	Arts & Culture	Lisa Tuttle	404-612-2876	1	1974	3,800
98	B800133	Fulton/Truitt 4-H Center	Dining Hall	4300 Herschel Road	College Park	30337	Cooperative Extension	Menia Chester	404-332-2400	1	1938	3,764
99	B239042	Creel Park	Recreation Center Building	2775 Creel Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1994	3,300
100	B241013	Cliffondale Park	Community Center	4645 Butner Road	Fulton County	30349	Parks and Recreation	Tony Phillips	404-612-5347	1	1978	2,880
101	B816123	Oak Hill Child, Adolescent & Family Center	Administration Building	2805 Metropolitan Parkway	Atlanta	30315	Health and Wellness	Dr. Patrice Harris	404-612-4111	2	2013	2,500
102	B700031	Sandy Springs Recycle Center	Main Building	470 Morgan Falls Road	Sandy Springs	30350	Public Works/General Services	Kun Suwanarpa	404-612-5900	1	1989	1,850
106	B121022	Fire Station #13	Maintenance Building	5890 Plummer Road	Fulton County	30336	Fire	Larry Few	404-612-5720	1	1984	1,200
107	B841213	FCC Registration 1201330 Palmetto	Radio Tower	5901 Deerfield Trail	Fulton County	30349	Fire	Mark Tursich	404-612-7917	0		500
108	B841113	Communication Site	Radio Tower	505 Carlton Road	Palmetto	30268	Fire	Mark Tursich	404-612-7917	0	1973	500
109	B847012	Concourse 5 Tower	Communication Dish	5 Concourse Pkwy	Sandy Springs	30328	Fire	Mark Tursich	404-612-7917	0	1997	500

8.27.2015

(Includes 22 libraries and 7 cell towers)

Fulton County Land Division

Department of Public Works/General Services

ASSESSMENT RECOMMENDATION

Rank by S.F.	Asset ID	Site Name	Asset Name	Address	City	Zipcode	Agency	Agency Contact	Phone Number	# Floors	Year Built	Gross S.F.
110	B845013	Fire Station 13 Cascade	Communications Tower	6000 Plummer Road	Fulton County	30336 E911		Mark Tursich	404-612-7917	0	1985	500
111	B315001	Jones Bridge Communications Site	Communications Tower	10735 Jones Bridge Road	Johns Creek	30022 E911		Mark Tursich	404-612-7917	0	1993	500
112	B806011	Kimball Bridge Communications Tower	Communications Tower	154 Kimball Bridge Road	Alpharetta	30009 E911		Mark Tursich	404-612-7917	0		500
113	B846011	Morgan Falls Communications Tower	Communication Tower 2	460 Morgan Falls Road	Sandy Springs	30350 E911		Mark Tursich	404-612-7917	0	1984	500
TOTAL SQUARE FOOTAGE											3,893,777	