



Fulton County, GA

Department of Purchasing & Contract Compliance

September 28, 2016

Re: 16RFP0892016K-JAJ Design Build Services for Library CIP Renovations-Group 1

Dear Bidders:

Attached is one (1) copy of Addendum 3, hereby made a part of the above referenced **16RFP0892016K-JAJ Design/ Build Services for Library CIP Renovations-Group 1**

Except as provided herein, all terms and conditions in the **16RFP0892016K-JAJ Design/Build Services for Library CIP Renovations – Group 1** referenced above remain unchanged and in full force and effect.

Sincerely,

James A. Jones

James A. Jones
Assistant Purchasing Agent

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



**16RFP0892016K-JAJ Design Build Services for Library CIP Renovations-Group
1
Addendum No. 3
Page Two**

The date for receipt of proposals is hereby extended from October 7, 2016 at 11:00 A.M. to **October 21, 2016 at 11:00 A.M.** The location for receipt of proposals remains the same.

The Contract Compliance Requirements (section 6) are hereby revised. (See Exhibit 1)

The Cost Proposal Form is hereby revised. (See Exhibit 2)

The Evaluation Criteria is hereby revised. (See Exhibit 3)

Question: Section 2.12 (page 2-9) states “Bidders must complete Form C3: Georgia Professional License Certification.” Because the only project information we have is the Needs Assessment for each library, may we submit these subcontractors and their subcontractors and their licenses after project award and at a time when design is further along?

Answer: The Prime Contractor and/ or Lead Team must complete and submit Form C3 Georgia Professional License Certification for each of his sub-consultants providing services during the design/pre-construction phase of the project. After selection as the top ranked proposer, but before award by the Board of Commissioners, the selected Prime Contractor and /or Lead Team must complete form C3 for prospective construction sub-contractors based on the condition assessments for each of the libraries. After award and at eighty percent (80%) construction documents and one hundred percent (100%) construction documents, the County expects the awardee to provide updated information concerning award of construction subcontracts that may require professional licenses. (For additional information see exhibit 1)

Question: Similarly, because we have limited information, we assume we will be able to submit only the design team and similar trades with Section 6, Contract Compliance Exhibit C – Intended Subcontractor Utilization (page 6-7), with the intention to solicit more bids after we better understand the scope of work required at each library and the design is farther along. Is this acceptable?

Answer: See revised Contract Compliance Requirements Section 7 (Exhibit 1).

Question: Please clarify the submittal format described in Section 3.1.2 (page 3-2). (a.) Is the "Original" Technical Proposal to be submitted in hard copy with five (5) flash drives containing the PDF file, or should the Original proposal should also be submitted on a thumb drive, which would bring the total to six (6) thumb drives?

(b) May we package all four separate envelopes into one box/container, provided they are individually sealed?

Answer: (a) The proposal should be submitted as one Original hard copy with five (5) flash drives containing the PDF file.

(b) Yes.

Question: On the Required Proposal Submittal Checklist, Items 1,4 and 8 appear to refer to the Technical Proposal. Were these accidentally repeated? Please clarify.

Answer: Item 1 refers to the submittal of 1(one) Original hard copy of the proposal with five (5) flash drives containing the PDF file, item 4 refers to the complete technical proposal and item 8 refers to the composition of the complete technical proposal.

Question: Item 12 on the Required Proposal Submittal Checklist asks for a license from the Utility Subcontractor. As indicated in questions 1 and 2 above, there is not enough information to select a Utility Subcontractor at this time; may we submit at a later date, after project award?

Answer: The Prime Contractor and/ or Lead Team must complete and submit Form C3 Georgia Professional License Certification for each of his sub-consultants providing services during the design phase of the project. After selection as the top ranked proposer, but before award by the Board of Commissioners, the selected Prime Contractor and /or Lead Team must complete form C3 for prospective construction sub-contractors based on the condition assessments for each of the libraries. After award and at eighty percent design completion stage, the County expects the awardee to provide updated information concerning award of construction subcontracts including those that may require professional licenses and /or a Utility Contractor's license.

Question: Where should we include the required licenses, items 11-13 on the Required Proposal Submittal Checklist? Could we include them at the end of the Technical Proposal? Should they also be included on the thumb drive copies?

Answer: Yes it is acceptable to include the required licenses at the end of the technical proposal. Include the licenses on the thumb drive copies.

Question: Section 3.3 Scope of Work, Item A, Part 1 discusses the County's goals for LEED Certification. Given the limited information we have about the scope of work for the library, we are concerned that some of the smaller libraries might not have a large enough scope to achieve a LEED Certification. Will the LEED requirements be waived in those instances?

Answer: One of the requirements is for the Design/Build firm to have a LEED Administrator as part of their team. The County will look to the Design/Build firm to provide guidance regarding the suitability of LEED for a project. See Section 3, 3.3 SCOPE of Work, A. Part 1 - Design/Builder's Design Responsibilities, 2nd bullet point - based upon LEED Administrators report on feasibility of obtaining LEED Certification, the County will provide the Design/Build team with direction regarding LEED Certification.

Question: If during the course of the renovation we uncover hazardous materials, what is the standard "free and clear" or encapsulate"? Who carries this contingency?

Answer: As required by Section 3 Proposal Requirements, 3.3 Scope of Work, A. Part 1 - Design/Builder's Design Responsibilities, 7th bullet point, it is the Design/Build firms responsibility to perform a Hazardous Material survey to identify potential hazardous materials. Abatement of any encountered hazardous materials is the responsibility of the Design/Build firm and should be accounted for in the construction cost.

Question: It is our understanding that any of the stated "Priority" items designated for "routine maintenance" will not be performed by the Design/build Contractor. Please confirm.

Answer: This is not a correct understanding, these items will be part of the Design/Build firms scope of work. Please refer to Appendix 1 General Conditions, 00700-92 Scope of Work, Paragraph C.

Question: Are the stated Priority item budgets inclusive of incidental repairs associated with the named recommended scopes of work? E.g. the replacement of HVAC powered induction units may also require extensive repalcements of ceilings whether damaged or not.

Answer: It is not certain whether the budgets given in the Assessment include this. However, the GMP provided throughout this RFP does include the complete replacement of the ceilings and drywall repair. It also anticipates a complete upgrade of all MEP systems.

Question: Given the construction scope is not yet defined, please clarify how construction costs will be evaluated.

Answer: The "Cost Proposal" evaluation (i.e. best score) will be based on the lowest combined total of items A, B & C only. (See revised Evaluatyion Criteria)

Question: As mentioned in the pre-proposal meeting, how can we access the available electronic versions of the as-built design documents for each library? When should we expect said access?

Answer: Vendors interested in receiving electronic files of existing library building plans are to email their request to joseph.davis@fultoncountyga.gov. Electronic access to the files will be provided to the email address requesting these files.

Question: Please confirm that per the pre-proposal meeting, we are only required to submit OCC Exhibits A and C. Additionally, please confirm that we will fulfill the requirements of Exhibit C listing our known sub-consultants as of bid opening.

Answer: See revised Contract Compliance Section (See Exhibit 1 and earlier answer).

Question: Please specify which Group 1 libraries will require new roofs as part of the renovation scope of work?

Answer: In Group 1 the Southwest Library has a new roof, the remainder of the libraries in Group 1 will require new roofs as part of the scope of work for the Design/Build firm.

Question: Will a sub-consultant on the Team awarded the Group 1 project be precluded from an award as a sub-consultant on either the upcoming Central Library Programming/Bridging Documents or Central Library D/B projects

Answer: No, award of Group 1 to a firm as a part of a Design/Build team will not preclude that firm from pursuing the Central Library Programming/Bridging or the Central Library D/B project. Award of the Group 1 D/B Renovation Projects to a firm as part of a team would preclude that firm from pursuing the Group 2 or Group 3 D/B Renovation Projects. Also award of the Central Library Programming/Bridging to a design firm would preclude that design firm from pursuing the Central Library D/B project.

Question: Please consider extending the proposal due date by two (2) weeks as many of the available sub-consultants have not fully committed to the team pursuing Group 1 due to lack of clarity regarding the potential of being precluded on Central Library.

Answer: See new date for receipt of proposals.

Question: Can a company pursue a group of libraries as both prime and sub-consultant?

Answer: Yes.

Question: If a design firm was part of a JV and completed a phase 1 project will that firm be excluded from participation as a consultant to another firm on the Central Library project?

Answer: No, participation of a firm in a Capital Improvement Program, Phase I project will not preclude a firm from participating in any of the Capital Improvement Program, Phase II projects.

Question: If an engineering firm provided consulting services during phase 1 project will they be excluded from consulting on the Central Library project?

Answer: No, participation of a firm in Capital Improvement Program Phase I project will not preclude that firm from participating in any of the Capital Improvement Program Phase II projects.

Question: Reference Addendum No. 2, Cost Proposal Form. Please confirm that the intent is for all proposers to ensure that their cost for (A) Design & Pre-Construction Fees (B) Design/Build Construction Management Fees,(C) Design/Builder Construction General Conditions, (D) Design/ Build Construction Costs, (E) Contingency , to total up to the proposed GMP Amount of \$12,635,525.00 and the "cost proposal" evaluation (i.e. best score) will be determined based on the lowest total of items A,B and C.

Answer: The Cost Proposal evaluation will be based on the lowest combined total of items A,B & C.(See Exhibit 3 Revised EvaluationCriteria and Revised Cost Proposal Form)

Question: Exhibit 1 (Proposal Checklist) requires submission of Exhibit G, Prime Contractor/Subcontractor utilization Report. Normally, this form is submitted after award. Please advise if this requirement can be deleted at the proposal stage.

Answer: Correct, Exhibit G is to be utilized by the successful awardee and should not be submitted with your proposal. It is included in the solicitation for information purposes only.

Question: Exhibit 1 (Proposal Checklist) requires submission of Exhibit C, Schedule of Intended Subcontractor Utilization with the proposal. However, with this project being Design/Build, the exact scope of trade (i.e. subcontractor) work packages won't be determined until after the Design/Builder is awarded, completes the design period and develops trade bid packages for bidding and award to subcontractors. Can this requirement be limited to sub consultants to the Design/Builder for design and construction management services? Can this requirement for trade subcontractors with the information outlined in Exhibit C be provided before a Notice to Proceed with construction is granted ?

Answer: See revised Contract Compliance Section 6 (See Exhibit 1)

Question: Exhibit 1 (Proposal Checklist) requires the submission of Exhibit D, Letter of Intent to Perform as Subcontractor with the proposal. However, with this project being Design/Build, the exact scope of trade (i.e. subcontractor) work packages won't be determined until after the Design/Builder is awarded, completes the design period, and

develops trade packages for bidding and award to subcontractors. Can this requirement be limited to sub-consultants to the Design/Builder for design and construction management services? Can this requirement for providing trade subcontractors with the information outlined in Exhibit D be provided before a Notice to Proceed with construction is granted?

Answer: See revised Contract Compliance Section 6(Exhibit 1).

Question: Please advise if the cost for an asbestos evaluation must be included in the Design/Builders design cost.

Answer: As required by Section 3 Proposal Requirements, 3.3 Scope of Work, A. Part 1 - Design/Builder's Design Responsibilities, 7th bullet point, it is the Design/Build firms responsibility to perform a Hazardous Material survey to identify potential hazardous materials. Abatement of any encountered hazardous materials is the responsibility of the Design/Build firm and should be accounted for in the construction cost.

Question: Please advise if the cost for asbestos abatement should be included in the Design/Builders construction costs.

Answer: As required by Section 3 Proposal Requirements, 3.3 Scope of Work, A. Part 1 - Design/Builder's Design Responsibilities, 7th bullet point, it is the Design/Build firms responsibility to perform a Hazardous Material survey to identify potential hazardous materials. Abatement of any encountered hazardous materials is the responsibility of the Design/Build firm and should be accounted for in the construction cost.

Question: Exhibit 1 (Proposal Checklist) requires submission of a Georgia Utility License. However, this requirement does not seem to fit within the scope of the project. Please advise if this requirement can be deleted at the proposal stage.

Answer: If the Georgia Utility License does not fit within the scope of work it is not required to be submitted.

Question: Please confirm that the design for all library facilities must include, but not necessary be limited to, the capital expenditures recommended in the Facility Assessment Report by Faithful+Gould.

Answer: This is not the correct understanding, these items will be part of the Design/Build firm's scope of work. Please refer to Appendix 1 General Conditions, 00700-92 Scope of Work, Paragraph C.

It is not certain whether the budgets given in the Assessment include this. However, the GMP provided throughout this RFP does include the complete replacement of the ceilings and drywall repair. It also anticipates a complete upgrade of all MEP systems.

Question: Building Standard Guidelines, Interior Walls section, page 3-4, calls for all exposed gypsum board construction to be a Level 5 finish. Is this required for renovations too?

Answer: Yes, follow the Building Standard Guidelines.

Question: Building Standard Guidelines, Mechanical (HVAC systems) section, page 7-2, states that gas heat should be avoided. The Priority recommendations in the assessment surveys for several of the libraries call for replacement of the existing gas piping. For the Phase 1 renovations, are we to replace the existing gas piping systems or are we to switch to electric only heating systems.

Answer: First we assume that you are referring to Group 1 libraries and not Phase I libraries which has just been completed. The intent is to upgrade the HVAC systems for all the Group 1 library renovation. Where possible avoid gas heating.

SECTION 1 INTRODUCTION

1.1 PROJECT DESCRIPTION

In addendum #2 we added the following paragraph:

“As part of the County’s Capital Improvement Program – Phase II, the County will be issuing other RFPs for Design/Build services including Groups 2 and 3 Renovations and the Central Library Renovation. In order to assure that as many vendors as possible are able to participate in this work, award of any one of these RFPs to a vendor will preclude that vendor from award of any of the other RFPs.

This paragraph needs to be amended to state:

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

SECTION 3 PROPOSAL REQUIREMENTS

3.3 SCOPE OF WORK:

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

1. Change second bullet point to:

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

2. Change the third paragraph to:

This Budget amount includes Owner Controlled Contingency (see Exhibit 2 “Cost Data Form” and Section 00700-111 of the General Conditions), a Construction Contingency of Five Hundred Seventy-Two Thousand Four Hundred Ninety Four Dollars and No Cents (\$572,494.00) and an allowance of One Million Seven Hundred Thirty –Five Thousand Four Hundred Sixty-Nine Dollars and No Cents (\$1,735,469.00) for FF&E including shelving.

D. PART 1 – PROJECT SCHEDULE

4. Insert the following as item b.:

LEED submittal for both design and construction phases

GENERAL CONDITIONS

00700-92 – SCOPE OF WORK

J. Guaranteed Maximum Price:

2. Add c. to read

To be included in the GMP is an Owner’s Controlled Contingency (see Exhibit 2 “Cost Data Form” and Section 0700-111 of the General Conditions), Construction Contingency and FF&E Allowance (see Section 3 Proposal Requirements, A. Part 1 – Design/Builder’s Design Responsibilities, paragraph 2).

DESIGN/BUILD CONTRACT MANAGEMENT

Part 1. Administrative Requirements:

E. Design/Builder's Schedule:

4. Insert in b. the following:

LEED submittal for both design and construction phases

X. Closeout Submittals – Maintenance Manuals:

2. Change to:

Final Submittal: Submit four (4) hard copies together with four (4) flash drives or other form of electronic copy of each manual in final form.

EXHIBIT 2 BUILDING STANDARD DESIGN GUIDELINES

Page 5-5

AED & Cabinet

Change Intent: to the following:

An Automatic External Defibrillator (AED) shall be located near the circulation desk, in public space. The AED is to be housed in a surface mount Stainless Steel non-lockable glass front cabinet that is security enabled with a strobe light and audible alarm. A wall mounted sign shall be located 80 inches above the floor directly over the AED cabinet. The AED cabinet and kit is to be provided according to the Specifications for Cardiac Science Powerheart G5 Automated External Defibrillator (AED) (attached at the end of this section.

Replace the Fulton County General Services Memorandum, dated August 2, 2011 on pages 5-8, 5-9, 5-10, 5-11 and 5-12 with the Specifications for Cardiac Science Powerheart G5 Automated External Defibrillator.

SPECIFICATIONS GS5 DEFIBRILLATOR

CARDIAC SCIENCE POWERHEART G5 AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

DEFIBRILLATOR

Operations:	Fully automatic
Waveform:	STAR® biphasic truncated exponential
Therapy range:	(J) 95J to 354J (adult)
Fast shock feature:	5 energy protocols available
Voice prompts:	RescueCoach™ prompts provide user-paced instruction Text screen Displays rescue prompts and critical rescue information
Audible alerts:	Voice prompt, system alert
Synchronized shock:	Built-in automatic synchronization feature
Pacemaker pulse detection:	Yes
Synchronized shock:	Built-in automatic synchronization feature
Pacemaker pulse detection:	Yes
Pediatric capability:	Therapy range (VE) 22J to 82J, pediatric prompts
Dual Language:	Latin American Spanish

Customizable: Voice prompt, CPR settings, and shock protocols via AED Manager
CPR: Metronome for CPR compression rate
Visible indicators: Rescue Ready®, battery, service, and pad status
Warranty: 8 years

PHYSICAL/ENVIRONMENTAL

Dimensions (H x W x D): 3.4 in x 9.0 in x 11.8 in (9 cm x 23 cm x 30 cm)
Weight: 5.7 lbs. (2.6 kg), including battery and pads
Dust/water resistance: IP55 (IEC 60529)
Operating temperature: 32 °F to +122 °F (0 °C to 50 °C)
Altitude: -1,253 ft (-382 m) to (15,073 ft) 4,594 m
Drop: MIL-STD-810G, 516.6 (Procedure IV) for 1.22 m drop
Shocks: MIL-STD-810G, 516.6 (Procedure 1)
Vibration (sine and random): MIL-STD-810G, 514.6 (Procedure 1, Cat 24)
EMI (radiated/immunity): IEC 60601-2-4

PADS Intellisense™ Defibrillation Pads

Type: Disposable, non-polarized (pads can be placed in either position)
(2 sets per AED unit)
Shelf life: 2 years

BATTERY Intellisense® Lithium Battery

Guarantee: 4-year, full operational replacement
Capacity: 420 shocks (typical) at 300VE

AUTOMATIC SELF-TESTS

Daily, weekly, and monthly: Electrical circuitry, AED software, medical grade battery and defibrillation pads (presence and function)
Weekly: Includes partial energy charge
Monthly: Includes full energy charge cycle

EVENT DOCUMENTATION

Internal memory: 90 minutes of rescue data, multiple rescue functionality

ECG and rescue review: Viewable via AED Manager reporting and configuration software
Communications: USB cable or USB memory stick

WALL CABINET

Surface Mount w/strobe/alarm/security enabled
Cardiac Science - (Part No. 50-00392-30)

AFPLS BUILDING STANDARD DESIGN GUIDELINES

PURPOSE OF THE GUIDELINES Page 1

Change the last paragraph to:

Compliance with this guideline is mandatory. Deviations and substitutions will only be approved per the "Substitution Procedures" and "Substitution Request Form (SR)" included in these guidelines below.

SUBSTITUTION PROCEDURES

- A. Substitutions may be considered when a product becomes unavailable through no fault of the Design/Builder.
- B. Document each request with complete data substantiating compliance of proposed substitution with the Building Standard Design Guidelines.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- D. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedures:
 - 1. Substitution requests should be submitted on the Form provided with this section.

2. Submit one electronic copy of request for substitution for consideration. Limit each request to one proposed substitution.
3. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence. Burdon of proof is on proposer.
4. The Owner will notify the Design/Builder in writing of decision to accept or reject request.

SUBSTITUTION REQUEST (SR)

PRODUCT:

PRE-GMP INQUIRY NO:

DATE OF INQUIRY:

TO:

TELEPHONE:

FAX:

EMAIL:

The Design/Builder hereby requests consideration of the following product in lieu of the specified product(s) listed in the Building Standard Design Guidelines.

A. BUILDING STANDARD DESIGN GUIDELINES REFERENCE:
(Section Name, Section & Paragraph Number)

B. SPECIFIED PRODUCT: Manufacturer:
 Address:
 Phone:
 Product Description:

C. REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEM:

D. PROPOSED SUBSTITUTION: Manufacturer:
 Address:
 Phone:
 Product Description:

E. The following attachments are transmitted as supplementary information essential to for evaluating the proposed substitution:

1. Effect on Construction Schedule.
2. Itemized Comparison (Proposed Product to Specified Product).
3. Data indicating investigation to determine effect on other work.
4. Manufacturer's literature.
5. Drawings indicating required changes to Contract Documents.
6. Illustrations, Samples, Certificates and Records of Tests related to quality, finish and durability.
7. Evidence of equivalent sources of service and repair.

Sandy Springs Branch

395 Mt. Vernon Hwy., Sandy Springs 30328
404.303.6130

Monday	10 a.m. – 8 p.m.
Tuesday	10 a.m. – 6 p.m.
Wednesday	10 a.m. – 8 p.m.
Thursday	10 a.m. – 6 p.m.
Friday	10 a.m. – 6 p.m.

Kirkwood Branch

11 Kirkwood Rd., Atlanta 30317
404.377.6471

Monday	10 a.m. – 8 p.m.
Tuesday	10 a.m. – 6 p.m.
Wednesday	10 a.m. – 6 p.m.
Thursday	10 a.m. – 6 p.m.
Friday	12 p.m. – 6 p.m.

Southwest Branch

3665 Cascade Rd., Atlanta 30331
404.699.6363

Monday	10 a.m. – 8 p.m.
Tuesday	10 a.m. – 8 p.m.
Wednesday	10 a.m. – 6 p.m.
Thursday	10 a.m. – 6 p.m.
Friday	10 a.m. – 6 p.m.

Dogwood Branch

1838 D. L. Hollowell Pkwy., Atlanta 30318 404.792.4961

Monday	12 p.m. – 6 p.m.
Tuesday	10 a.m. – 8 p.m.
Wednesday	10 a.m. – 6 p.m.
Thursday	10 a.m. – 6 p.m.
Friday	12 p.m. – 6 p.m.

Washington Park Branch

1116 M.L. King, Jr. Dr., Atlanta 30314
404.752.8760

Monday	10 a.m. – 6 p.m.
Tuesday	10 a.m. – 8 p.m.

Wednesday	10 a.m. – 6 p.m.
Thursday	10 a.m. – 6 p.m.
Friday	12 p.m. – 6 p.m.

West End Branch

525 Peoples St., Atlanta 30310
404.752.8740

Monday	10 a.m. – 8 p.m.
Tuesday	10 a.m. – 6 p.m.
Wednesday	10 a.m. – 6 p.m.
Thursday	10 a.m. – 6 p.m.
Friday	12 p.m. – 6 p.m.

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.

**** Special Instructions for Design/Build Projects ****

Design Phase – Prime Contractor **must** complete Contract compliance Exhibits A&C as well as provide an Equal Business Opportunity Plan (EBO Plan) per directions detailed in this section **at time of proposal submission**. This submission should include (if applicable) the Contractor/ Consultant Lead Team or Joint Venture participation percentages and estimated values for Design and Pre-Construction Fees and Construction Management Fees as well as percentages and estimated values for all prospective sub-consultants.(See 6.5 for additional information)

Construction Phase – Upon notification as the top ranked proponent, but before award by the Board of Commissioners, the proposers **must** complete Exhibits A-D as well as provide an Equal Business Opportunity Plan (EBO Plan) for the construction phase per directions detailed in this section. This submission should include prospective sub-contractors, ethnicity/gender, percentages and estimated values for construction. After award by the Board of Commissioners, the selected Design/Build team **shall** update their sub-contractor utilization within **ten (10) days at 80%** completion of construction documents and within **ten (10) days at 100%** completion of Construction documents. (See 6.5 for additional information).

Implementation of Equal Employment Opportunity (EEO) Policy

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2010 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 Exhibit B, 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 EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

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*.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** 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 PROMPT PAYMENT

The prime contractor must certify in writing and must document that 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 ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state

6.5 REQUIRED FORMS (To be submitted with Technical Proposal)

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** submit the following completed documents with the Technical Proposal.

- Exhibit A – Promise of Non-Discrimination
- Exhibit C – Schedule of Intended Subcontractor Utilization

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

- Exhibit B – Equal Employment Opportunity Report (EEOR)
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services **(To be submitted only by subcontractor/sub-consultant/suppliers of winning Prime prior to contract execution)**
- Exhibit E – Prime Contractor’s Subcontractor Utilization Report **(To be submitted monthly with pay applications)**

All Contract Compliance documents (Exhibits A, C and the EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “**CONTRACT COMPLIANCE**”. These documents are considered part of and must 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 Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ **TITLE:** _____

SIGNATURE: _____

ADDRESS: _____

PHONE NUMBER: _____ **EMAIL:** _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		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	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: _____

CONTACT NAME: _____

EMAIL: _____ PHONE NUMBER: _____

SUBMITTED BY: _____

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** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

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):
 \$ _____ or _____ %
2. This highlighted information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

Business Name	Business Name	Business Name
% of JV _____	% of JV _____	% of JV _____
Ethnicity _____	Ethnicity _____	Ethnicity _____
Gender _____	Gender _____	Gender _____
Phone# _____	Phone# _____	Phone# _____

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 of Subcontractor 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:** _____

Business 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 subcontractors and submitted only by subs of awarded Prime prior to contract execution.

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 - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

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

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

AMOUNT OF PAY APPLICATION THIS PERIOD: \$
 TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$
 TOTAL AMOUNT PAID YEAR TO DATE: \$

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)
(Printed Name)

Notary: _____ Date: _____

My Commission Expires: _____

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.

ACKNOWLEDGEMENT OF ADDENDUM NO. 3

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Friday October 21, 2016 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 3, _____ day of _____, 2016.

Legal Name of Bidder

Signature of Authorized Representative

Title

COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: _____

For: 16RFP0892016K-JAJ, Design/Build Services for Library CIP Renovations – Group 1

Submitted on _____, 2016

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all design and construction services, labor, technical and professional services, materials, supplies, equipment, Design-Builder Fees, Architectural and Engineering Fees, and General Conditions Fees for the satisfactory completion of the Project for a cost not to exceed **Twelve Million Six-Hundred Thirty-Five Thousand Five Hundred and Twenty-Four Dollars (12,635,524.00)**, which amount is hereinafter called the Owner's Available Funds.

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

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

- Roswell Library \$ _____
- Sandy Springs Library \$ _____
- Kirkwood Library \$ _____
- Southwest Library \$ _____
- Dogwood Library \$ _____
- Washington Park Library \$ _____
- West End Library \$ _____

TOTAL (A) \$ _____

Design/Build Construction Management Fees (B):

- Roswell Library \$ _____
- Sandy Springs Library \$ _____
- Kirkwood Library \$ _____
- Southwest Library \$ _____
- Dogwood Library \$ _____
- Washington Park Library \$ _____
- West End Library \$ _____

TOTAL (B) \$ _____

Design/Builder Construction General Conditions (C):

- Roswell Library \$ _____
- Sandy Springs Library \$ _____
- Kirkwood Library \$ _____
- Southwest Library \$ _____
- Dogwood Library \$ _____
- Washington Park Library \$ _____
- West End Library \$ _____

TOTAL (C) \$ _____

Total (A+B+C) \$ _____

Design/Build Construction Costs (D):

- Roswell Library \$ _____
- Sandy Springs Library \$ _____
- Kirkwood Library \$ _____
- Southwest Library \$ _____
- Dogwood Library \$ _____
- Washington Park Library \$ _____
- West End Library \$ _____

CONSTRUCTION COST (D) \$ _____

(Not to Exceed Amount)

**OWNER
CONTROLLED
CONTINGENCY
(E):**

\$ 1,690,350.00

GMP AWARD (A+B+C+D+E) \$ 12,635,524.00
(Not to Exceed Amount)

(GMP Award In Words of lines A+B+C+D+E)

For Changes in the Work beyond those contemplated by the Proposal Documents, we propose a Design-Builder's Fee of _____ percent (%) of the actual costs reimbursable to the Design-Builder, as defined by the Proposal Documents, and an Architectural and Engineering Services Fee of _____ percent (%) of the actual costs reimbursable to the Design-Builder, as defined by the Proposal Documents.

The undersigned agrees that this Cost Proposal constitutes a firm offer to the Fulton County Government ("County"), which cannot be withdrawn for sixty (60) calendar days from and after the due date or until a Contract for the Work is executed by the undersigned and the County, whichever is earlier. If necessary, the period of time specified may be extended by written agreement between the County and the Proposer or Proposers concerned.

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

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all of the words and figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments; and that it has by careful examination of the Proposal Documents and any addenda and by examination of the actual site conditions, satisfied itself as to the nature and locate of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the undersigned hereby agrees that the County, its departments and agencies and their representatives shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

If awarded a Contract, the undersigned agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Proposal Bond accompanying the proposal and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Proposal Bond in the approved form, in the sum of (\$_____)

_____ Dollars according to the conditions of "Instructions to Proposers" and provisions thereof.

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

The Proposer agrees hereby to commence work under this Contract, with adequate personnel

and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **800** consecutive calendar days from and including said date.

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

ADDENDUM # _____ DATED _____

PROPOSER: _____

By: _____
[Name Typed or Printed]

[Name Signed]

Title: _____

Business Address: _____

Business Phone: _____

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

License Expiration Date: _____

Note: If the Proposer is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

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
Technical Approach – Pre-Design and Design Services	15%
Technical Approach Pre-Construction and Scheduling	15%
Technical Approach Construction and Post Construction	15%
Qualifications and Experience of Key Personnel	10%
Relevant Project Experience	13%
Availability of Key Personnel	5%
Service Disabled Veterans Preference	2%
Local Preference	5%
Cost Proposal (Total of A, B and C)	20%
TOTAL POINTS	100%