



Department of Purchasing & Contract Compliance

Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P
Director

Fulton County, GA

May 13, 2010

Re: 10RFP73168K-DB; Standby Professional Services for Environmental Engineering & Testing Services (EET)

Dear Vendors

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced ITB. Except as provided herein, all terms and conditions in the RFP referenced above remain unchanged and in full force and effect.

Sincerely,

Darlene A. Banks

Darlene A. Banks, CPPB
Assistant Purchasing Agent

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



ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned bidder acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing & Contract Compliance Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time.

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 2010.

Legal Name of Bidder

Signature of Authorized Representative

Title

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

ATTACHMENT A

Revisions: Per this attachment, the following sections have been revised as of 05/04/2010.

Section 2, Instructions to Proposers; delete section 2 of solicitation in its entirety and replace with section 2 of this addendum.

Section 3, Proposal Requirements; delete section 3 of solicitation in its entirety and replace with section 3 of this addendum.

Section 4, Evaluation Criteria; delete section 4 of solicitation in its entirety and replace with section 4 of this addendum.

In Section 9, delete only Exhibit 2 Cost Proposal Form and replace with the Exhibit 2 Cost Proposal Form in this addendum.

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.

ASTM – American Society for Testing Material

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.

EPA – Environmental Protection Agency

LEED – Leadership in Energy and Environment Design

MVOC – Microbial Volatile Organic Compound

NTU – Nephelometric Turbidity Units

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

Owner – Fulton County Government

P.E. – Professional Engineer

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

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools,

plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

TVOC – Total Volatile Organic Compound

VOC – Volatile Organic Compound

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, May 21, 2010 at 5:00 PM**, 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 Department of Purchasing and Contract Compliance

Attn: Darlene Banks

Public Safety Building

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

Email: Darlene.Banks@fultoncountyga.gov

F: 404-893-1745

RE: 10RFP73168K-DB Environmental Engineering & Testing Services (EET)

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 MULTI-YEAR CONTRACT TERM

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

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 the date of execution of the Agreement in the year 2010, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2010. 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, 2011 and shall end no later than the 31st day of December, 2011. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2012 and shall end no later than the 31st day of December, 2012. 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.

2.6 REQUIRED SUBMITTALS

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required 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 selection committee composed of two (2) members from the General Services Department, two (2) Purchasing Staff members and one (1) Finance Staff member 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.

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 considered as sufficient 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 Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

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

2.14 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 may only contact the person designated by the RFP.

2.15 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.

2.16 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
- 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.

- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

2.17 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.

2.18 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.

2.19 WAGE CLAUSE

Pursuant to 102-391, 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.

2.20 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 may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Assistant Director of Building Construction, General Services Department, or designated representative of the department.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
 - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.

- (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 5, Proposal Forms for declarations and affidavits.

2.23 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.

FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

10RFP73168K-DB; Environmental Engineering & Testing Services (EET)

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

9. 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.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. 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.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. 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.
15. 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.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. 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.
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
22. 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.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. 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.
27. 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.
28. 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). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.

29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificate from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
30. 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.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than Monday, June 7, 2010 at 11:00 A.M. and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 10RFP73168K-DB
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 10RFP73168K-DB
Environmental Engineering & Testing Services
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal 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

Fulton County Government intends to engage **Environmental Engineering & Testing Services (EET)** to provide technical, professional and other services for various County projects as broadly described in this Scope of Services, Environmental Engineering & Testing Services (EET).

1. BASIC SERVICES

Basic Services shall include the provision of professional services as hereinafter stated which may consist of but not limited to the following: Site requirements, design/evaluation of site drainage and storm water management, design and evaluation of traffic control and/or circulation, feasibility studies, design and preparation of schematic, preliminary, design development, contract documents and specifications, additional Group III services as may be required or requested, services for new construction or modifications to existing sites to include planning, project evaluation, and land surveys, studies and audits for compliance with federal, state and local regulations, obtain land disturbance permits, wall permits, prepare plans required for conformance with National Pollutant Discharge Elimination System (NPDES) General Permit provisions. Facilities requirements and utilization studies feasibility studies for renovation and alteration projects, design and preparation of schematic, preliminary, design development, contract documents and specifications, additional services related to minor and/or new construction or renovation projects to include planning and project evaluation, studies and audits for compliance with federal, state and local regulations, development of documents for the Fast Track Project System (Job Order Contract), preparation of program documents, Studies and Audits for compliance with federal, state and local regulations, and Services related to minor and/ or new construction, renovation, alteration projects to include planning, Americans with Disabilities Act of 1990 (ADA), project evaluation, Leadership in Energy and Environment Design (LEED), thereto.

(a) All deliverables, correspondence, descriptions, technical memoranda, design documents, reports, including vendor-supplied drawings and maintenance manuals shall be submitted in the format utilized by the County.

(b) The County may request all, some or none of the services identified in this Agreement. When the County desires any services contemplated under this Agreement, the County will contact the Vendor and request a written proposal and estimate of costs for the work to be performed on each project.

2. GENERAL SCOPE REQUIREMENTS

Fulton County intends to engage Environmental Engineering & Testing Services firms to provide technical, professional and other services for various Fulton County projects as broadly described in this RFP. The intent of this project is for one or more firms to provide some, all or any combination of the various and diverse technical, professional, Environmental Engineering & Testing Services planning projects, and related projects for the County on an as needed basis. Whenever services are requested by the County the Vendor will submit a written proposal for the specific project based on the scope of services requested by the County. The County may accept or reject the proposal, or decline such services when it is in the best interest of the County to do so. If the Vendor's proposal is accepted, the County may issue a Work Authorization and Notice to Proceed that specifies the "not-to-exceed" dollar amount of the Work Authorization with the begin and completion date. After having received the Notice to Proceed, including a written approval of the scope of services and estimate of fees for a specific project, the Vendor shall provide the services required for the specific project in accordance with the contract and scope of service.

The County may rescind a Notice to Proceed or Work Authorization at any time at the County's convenience if it is in the best interest of Fulton County. When a Notice to Proceed is rescinded, the County will pay the Vendor for any authorized work that has been satisfactorily performed up to, and through the date of cancellation. In the event of cancellation, the Vendor will not be entitled to any additional compensation for unauthorized work or anticipated lost profits due to such cancellation. All work products for which compensation is received by the Vendor from the County shall be submitted to the County. Further, all authorized work shall be submitted to the County before final payment is approved by the County.

It is understood and agreed by the Vendor that services performed under the Scope of Services as stated in this RFP shall include, but not be limited to those services described below and to the extent desired by Fulton County.

Basic Services shall include the provision of various professional services as hereinafter stated that include civil, mechanical, electrical, architectural, geotechnical and structural engineering, contract administration, prequalification, bidding, and construction inspection services incidental thereto. Services also include preparation of engineering studies, modeling process and hydraulics, and assistance with regulatory requirements, citizen participation involvement, pre-design and preconstruction support and partnering.

The County may request all, some, any combination of or none of the services identified in this Scope of Services. When the County desires any services contemplated under this RFP, the County will contact the Vendor and request a written proposal, estimate of costs and preliminary schedule for the work to be performed on each specific project based on the

Scope of Services desired by the County.

3. ENGINEERING STUDIES

Certain projects may be assigned to the Vendor that requires the only deliverable to be technical memorandums and/or a final report. Such projects will usually be for planning purposes or consist of an environmental study. These projects will not require additional design, bid and construction services as outlined elsewhere in this document.

Engineering studies will require the use of engineering and scientific specialists proficient in the subject area of the project. These specialists will be considered local for billing purposes with no reimbursement for travel and lodging expenses. The Vendor will be required to maintain a project schedule and weekly budget for each engineering study assigned. A minimum of two (2) weeks shall be provided in the project schedule for County review of each deliverable unless otherwise directed by the County.

Services may include, but not be limited to the following:

- (a) A kick-off meeting;
- (b) Progress meetings as determined by the county;
- (c) Information gathering;
- (d) Preparation of draft technical memorandums on specific subject areas of the project;
- (e) Review meetings and coordination of review comments;
- (f) Preparation of the final report; and
- (g) Presentation of the results at private and public forums when requested and directed by the County.

4. CONSULTATIVE, ADVISORY, INVESTIGATIVE AND PRE-DESIGN SERVICES

The Vendor may be requested to provide various services including, but not limited to, the following:

- (a) Expert testimony;
- (b) Rate structure and tariff studies;
- (c) Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to specialized conclusions and recommendations;
- (d) Feasibility studies on proposed projects, including studies of clients' needs, analysis of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site location studies;
- (e) Development of preliminary design reports, including outline specifications, preliminary cost estimates; and
- (f) Schematic design and design development for building projects.

5. PRE-DESIGN AND PRE-CONSTRUCTION ACTIVITIES

The Vendor may be requested by the County form various Land Acquisition functions and to provide scheduling and coordination on all

Pre-Design and Pre-Construction activities including, but not limited to the following:

- (a) Land Acquisition:
 - 1. Title research and survey;
 - 2. Appraisals, legal descriptions and plats.
- (b) Scheduling and Coordination
 - 1. Site disturbance and building permits;
 - 2. Geotechnical, archeological and environmental permits and surveys;
 - 3. Storm water and NPDES permits;
 - 4. **EPNEPD**; Corps of Engineers, Georgia Department of Transportation (DOT), railroad or other permitting agencies; and
 - 5. Easement documentation, negotiation and support of “on time” acquisition.

6. PARTNERING

The Vendor will be required to support partnering requirements of this RFP and any other related contracts. The Vendor will be responsible for,

but not limited to the following:

- (a) Partnering scheduling and reports;
- (b) Providing e-mail meeting notices and meeting minutes;
- (c) Tracking Partnering Goal Measurements;
- (d) Distributing Project Report Cards and compiling results; and
- (e) Coordinating meeting and other sessions.

7. PROJECT MANAGEMENT SERVICES

The Vendor may be required to provide Project Management Services including, but not limited to the following:

- (a) Mobilizing a design and construction team that will plan, and implement all of a project’s activities from conception to completion of construction under the supervision of the County’s Building Construction Division.
- (b) Meeting the County requirements related to the project intent, quality, schedule and budget;
- (c) Selecting consultants;
- (d) Performing conceptual studies including economic feasibility;
- (e) Planning, scheduling, monitoring, controlling, estimating, budgeting and cash control for specific projects;
- (f) Engineering and design;
- (g) Procurement;
- (h) Risk management;
- (i) Construction management;
- (j) Commissioning testing and start-up of new facilities

- (k) Quality assurance
- (l) Project closeout; and
- (m) Maintaining a document tracking and control system through the duration of the project.
- (n) LEED certification.

8. DETAILED DESIGN SERVICES

The Vendor may be requested to perform Detailed Design Services (utilizing the Fulton County Standard Specifications and Details where applicable) based on previously established project requirements. These services may include, but not be limited to the following:

- (a) Development and preparation of detailed calculations, engineering designs, drawings, cost estimates, technical specifications, and special conditions for use with the county standard contract documents;
- (b) Resolving detailed problems;
- (c) Developing specifications and selecting equipment;
- (d) Coordinating engineers and/or other design service groups;
- (e) Preparing, or collaborating with others responsible for preparing, estimates of the cost of the work;
- (f) Providing assistance and advice to the county in bid evaluation and contract award immediately preceding construction;
- (g) Developing additional standards for use in the project and for separate submittal to the County for incorporation into the County's standard specifications and details in the absence of such; and
- (h) Maintaining a document tracking and control system.

9. CONTRACT ADMINISTRATION AND GENERAL REVIEW DURING CONSTRUCTION

The Vendor may be requested to provide these services to assist the County in construction administration and engineering review following award of the contract and during construction of a specific project. These services may include, but not be limited to the following:

- (a) Providing advice on the interpretation of contract documents to the County;
- (b) Issuing supplementary details and instructions as required;
- (c) Reviewing shop drawings for general compliance with design requirements and contract documents;
- (d) Reviewing contractor's progress claims, including the validity of additions or deletions;
- (e) Reviewing progress certificates and change orders for the client's acceptance;
- (f) Making periodic site visits to assess progress generally and conformity of the of the work contract documents;
- (g) Reporting to the County on the progress of construction;
- (h) Arranging for, and attending, regular site meetings;

- (i) Carrying out final review;
- (j) Participating in the testing and start-up at the conclusion of the construction contract;
- (k) Issuing a substantial performance and/or completion certificate to the County;
- (l) Ensuring that the contractor's as-built record drawings are accurate and up to date on a periodic basis and upon completion of the project; and
- (m) Maintaining the document tracking and control system.

10. CONSTRUCTION MANAGEMENT SERVICES

The Vendor may be requested to provide Construction Management

Services that may include, but not be limited to the following:

- (a) Contract strategy, administration and expediting;
- (b) Construction logistics, planning, scheduling and personnel forecasts;
- (c) Field office management;
- (d) Construction facilities and equipment provisions;
- (e) Progress monitoring, trending and reporting;
- (f) Cost performance monitoring;
- (g) Trending and claims processing;
- (h) Safety program compliance; and
- (l) maintaining the document control and tracking system as required.

11. ADDITIONAL SERVICES

The County may request additional services from the NE other than those specifically detailed in this RFP as "basic/services" and these requests will vary according to the County needs any given time. These service requests may include, but are not limited to the following:

- (a) Extended commissioning and start-up assistance for equipment or facilities;
- (b) Preparing plant specific operating and maintenance manuals;
- (c) Determining deficiencies during the warranty period;
- (d) Preparing the final acceptance document at the end of the warranty period;
- (e) Assisting with facility management and/or operations after commissioning and start-up;
- (f) Providing assistance in as-built drawing verification.
- (g) Facility requirements and utilization studies.
- (h) Feasibility studies for new, renovation and alteration projects.
- (i) Preparation of program documents.
- (j) Preparation of schematic, preliminary, design Development, contract documents, and specifications.
- (k) Studies and audits for compliance with federal, state and local regulations.
- (l) Services related to minor and/or new construction, renovation and alteration projects to include planning, handicapped accessibility (ADA), project evaluation, electrical, mechanical, structural and civil engineering.
- (m) Additional services which may be required or requested.

- (n) Master Planning, building systems surveys.
- (o) Facility programming.
- (p) Construction administration.
- (q) Development of design documents for the Fast Track Construction Project System (Job Order Contract).
- (r) Cost estimates.

12. Environmental Engineering, Materials Testing & Inspections Services (EETI):

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

- (a). Asbestos, lead based paint and contaminated soils surveys and testing
- (b). Phase I & II environmental assessments
- (c). Preparation of specifications and construction documents for abatement services
- (d). Preparation of documents as required by current regulations for various phases of hazardous materials remediation; service to include any laboratory fields testing that may be required to determine the extent and type of hazard present as well as on site monitoring during abatement operations.
- (e). Water testing & surveys
- (f). Microbiology sampling & testing of water and soils
- (g). Stream and outfall sampling and field analysis for turproposality (NTU's) to satisfy National Pollutant Discharge Elimination System (NPDES) General Permit requirements
- (h). Geotechnical sampling, testing, and reporting
- (i). Construction materials testing and reporting for construction projects

13. Indoor Air Quality Services (IAQ)

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

- (a). Qualified visual inspection for identifying indoor microbial and/or chemical contaminant sources and/or pathways
- (b). Develop IAQ-applicable testing strategies as appropriate
- (c). Direct-reading measurements of temperature, relative humidity and carbon dioxide in air, and relative moisture content of building materials (moisture surveys)
- (d). Air sampling using IAG-specific methodologies
- (e). Dust bulk surface sampling using IAG-appropriate methodologies
- (f). Sample analysis performed by a laboratory having an established quality management system, is ISO 9001:2000 registered, All-IA FMLAP accredited and other accreditation or certifications from both the State of Georgia and EPA as acceptable.
- (g). Preparation of written reports of investigation findings including visual observations, interpretation of analytical sampling results, and IAQ-relevant recommendations
- (h). Preparation of technical specifications for IAG remediation services and project oversight to achieve quality assurance
- (i). Development of IAG operations & maintenance plans including program manual and training of building staff
- (j). Litigation support, as necessary, specifically defined as deposition/trial/arbitration

preparation and testimony, and preparation of expert report

14. Code Required Special Construction Materials Inspection Services (SCMI):

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

- (a). IBC Required Verification and Inspection of Steel Construction
- (b). IBC Required Verification and Inspection of Concrete Construction
- (c). IBC Required Verification and Inspection of Steel Construction
- (d). IBC Required Verification and Inspection of Masonry Construction
- (e). Construction Materials Testing, Inspections

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

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

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

Section 1 - Executive Summary

The executive summary shall include 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.

Section 2— Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.
 - A. Project Approach Work plan: Provide a project approach work plan summarizing the team's quality control, method for coordination of disciplines, production methods, cost control, schedule control measures, goals and objectives.
 - B. Project Schedule Control: Describe the schedule control you will provide in developing this project. Show schedule control milestones and events through each phase of the design and engineering work, including County decision points and reviews and approvals of the County and permitting authorities having jurisdiction. This schedule

will demonstrate your teams understanding of the project's potential problems and concerns.

- C. Project Cost Control: (One page max.) Describe the construction cost estimating control you will provide in designing and engineering this project within the established budget. Show special cost control milestones and events through each phase of the design and engineering work, including County decision points and reviews and approvals of the County and permitting authorities having jurisdiction.
- D. Building Commissioning: (One page max.) Include a statement on how the Proposer will incorporate building commissioning into the design and construction administration services.

3. Description of project deliverables.

All proposals shall be prepared on standard 8 1/2 x 11 letter size paper, with material on one side only, using 12-point font size and inserted in a standard three-hole binder, for each copy. The proposal must have a table of contents and each page must be numbered. Proposers must provide information of their ability to provide the services needed to meet the RFP requirements. Technical Proposal: Submit one (1) signed original and five (5) copies of the technical proposal.

Table of Contents: A table of contents shall be included at the front of each binder, conforming to the organization of information listed below, and all binder sections shall be tabbed with clearly labeled or numbered tabs directly correlating to the table of contents.

Clearly indicate the number of Pages for each section.

Section 3— Project Team Qualifications, Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the lead Project Manager and the Principle in Charge and all other personnel to be assigned to this project, their responsibilities, previous and current experience, educational and professional history, registrations and length of time employed by the firm as a full time employee.
2. The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit Fulton County and other information the Proposer finds pertinent to submit to Fulton County.
3. Provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location, address and phone number.
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background

- Current and Past Relevant Experience
- Relevant Training and Education
- Courses completed during past five (5) years
- Previous Work Experience related to Environmental Engineering and Testing Service
- Include two (2) references for each key personnel member on similar projects.
- Include the role and responsibilities that each key personnel member will perform on this project.

5. Provide an Organizational Chart which clearly indicates each discipline, company name, principal-in-charge, and project manager(s) assigned with the overall project coordination. This shall include the following associated persons:

- Architectural Design & Specifications
- Interior Design & Specifications
- Furnishings Space Planning & FF&E Specifications
- Civil Engineering & Specifications
- Structural Engineering & Specifications
- Landscape Design & Specifications
- Electrical Engineering & Specifications
- Security/Fire Alarm/Communication Engineering & Specifications
- Plumbing Engineering & Specifications
- Fire Protection Engineering & Specifications
- Mechanical Engineering & Specifications
- Hardware Selection & Specifications
- ADA Compliance Review of Drawings & Specifications
- Certified Construction Cost Estimator
- Commissioning Agent
- USGBC LEED Accredited Professional

Section 4— Relevant Project Experience & Past Performance on Previous Contracts

A. Identify five (5) projects where the Proposer has performed at least three (3) analysis or process reviews of an Environmental Engineering and Testing service with entities comparable to Fulton County within the past three (3) years. 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.
- Facility description, a photo of the interior and exterior of the facility, indicate size, functions housed, completed cost, and, year completed.
- Services the proposing firm provided.
- Indicate whether participation was as prime or sub-consultant.
- 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.
- Budget Performance: Bid vs. Budget Performance: Provide a summary showing dollar amounts of owner's budget compared with actual project bids for each of the projects listed under team's recent project experience and

recent renovation experience. For projects that bid over the owner budget, provide explanation.

B. USGBC LEED: Submit project experience where LEED was initiated for design, engineering and construction. This information will be used to verify LEED experience if the County elects to pursue a Silver LEED rating for this project. If no LEED experience, indicate "None."

- Indicate name of LEED Accredited Professional
- Indicate LEED project certified rating(s) achieved or submitted for.

Section 5— 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:

- (1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (4) Identify any evidence of access to a line or letter of credit.

Section 6 - Availability of Key Personnel

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

Section 7- Location of Firm

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or

Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

Section 8- 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.

Section 9 – Cost

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The respondent with the lowest average hourly rate will receive the full 10 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate 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 X Points allocated for cost in RFP = Cost proposal score

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

- a. Cost proposals shall be completed and submitted on Exhibit 2 Cost Proposal Form within this RFP.
- b. The detailed cost proposal shall show the positions and hourly rates for all employees

that may be assigned to the work. Hourly rates shall include labor unit costs, multipliers, overhead, and profit.

- c. Following opening of the cost proposals, the County may require clarifications associated with scope and cost assumptions. Clarifications shall be provided by the Proposer within twenty-four hours of written request.
- d. This cost proposal will be the basis of cost for individual standby task proposals. The selected firms shall provide a cost proposal prior to program development for each project assigned based upon these rates.
- e. A firm should only fill in hourly rates for positions they can actually provide. If a firm does not provide a position or multiple positions listed then the firm is encouraged to contact the Fulton County Department of Contract Compliance to consider and pursue teaming opportunities with Fulton County certified vendors.

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 Plan	30 Points
Qualifications of Key Personnel	15 Points
Relevant Project Experience & Past Performance on Previous Contracts	15 Points
Financial Responsibility	5 Points
Availability of Key Personnel	10 Points
Disclosure Form and Questionnaire	5 Points
Local Preference	10 Points
Cost Proposal	10 Points
Total Points	100 Points

EXHIBIT 2
COST PROPOSAL FORM

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

- a. Cost proposals shall be completed and submitted on Cost Proposal – Schedule of Fees within this RFP.
- b. The detailed cost proposal shall show the positions and hourly rates for all employees that may be assigned to the work. Hourly rates shall include labor unit costs, multipliers, overhead, and profit.
- c. Following opening of the cost proposals, the County may require clarifications associated with scope and cost assumptions. Clarifications shall be provided by the Proposer within twenty-four hours of written request.
- d. This cost proposal will be the basis of cost for individual standby task proposals. The selected firms shall provide a cost proposal prior to program development for each project assigned based upon these rates.
- e. A firm should only fill in hourly rates for positions they can actually provide. If a firm does not provide a position or multiple positions under a Group then the firm is encouraged to contact the Fulton County Department of Contract Compliance to consider and pursue teaming opportunities with Fulton County certified vendors.

Section 2 – Schedule of Fees

This form shall be completed and submitted as the cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

Environmental Engineering & Testing Services and General & Special Material Testing & Inspection Services

Position Hourly Rate (Incl. OH&P)

ENVIRONMENTAL ENGINEERING & TESTING SERVICES (EET):

Dust characterization / Optical microscopy	\$ _____
Lead in air (NIOSH 7300 method)	\$ _____
TCLP Volatile plus metals (List current EPA methods)	\$ _____
TCLP Metals (List current EPA methods)	\$ _____
PAH 8270 (List current EPA methods)	_____
Soil	\$ _____
Water	\$ _____
BTEX 8020 OR 602 (List current EPA methods)	_____
Soil	\$ _____
Water	\$ _____
BTEX + TPH GRO 5030 /8020/8015 (List current EPA methods)	_____
Soil	\$ _____
Water	\$ _____
TPH DRO 3510 OR 3550/8015 (List current EPA methods)	_____
Soil	\$ _____
Water	\$ _____
TPH DRO 3510 OR 5030/8015 (List current EPA methods)	_____
Soil	\$ _____
Water	\$ _____
Automatic turbidity Sampler (NTU), per calendar day	\$ _____
Turbidity Sampling/analysis, Outfall, per sample	\$ _____
Turbidity sampling/analysis, Stream, per sample	\$ _____

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

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

Sputum booth treatment chamber testing	\$ _____
Soil Test Boring (Split-spoon samples at 5 foot intervals, up to 50 foot depth)	_____
Less than 50 blows per linear foot	\$ _____
Greater than 50 blows per linear foot	\$ _____
Additional Split-spoon samples, each add	\$ _____
Boring depth greater than 50 feet	\$ _____
Boring depths between 100 and 200 feet	\$ _____

Environmental Engineering & Testing Services (EET)

Request for Proposal

Auger Boring (0-50 foot depth), per linear foot	\$ _____
Undisturbed samples, standard 3-inch Shelby tube, each	\$ _____
Bag Samples, each	\$ _____
Truck Mounted Rig, LS	\$ _____
All Terrain Vehicle, LS	\$ _____

INDOOR AIR QUALITY SERVICES (IAQ)

Professional Services- Chief IAQ Scientist	\$ _____
Principal IAQ Scientist	\$ _____
Senior IAQ Scientist	\$ _____
IAQ Scientist	\$ _____
Technical Consultant 2	\$ _____
Technical Consultant I	\$ _____
IAQ Technician	\$ _____
Administrative Support	\$ _____
Litigation Support *	\$ _____
Chief IAQ Scientist	\$ _____
Principal IAQ Scientist	\$ _____
Senior IAQ Scientist	\$ _____
IAQ Scientist	\$ _____
Technical Consultant 2	\$ _____
Technical Consultant I	\$ _____
IAQ Technician	\$ _____
Administrative Support	\$ _____

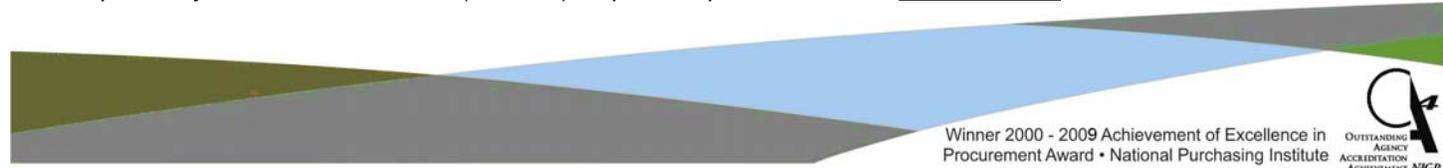
(Note: * Litigation support specifically defined as deposition/trial/arbitration preparation and testimony, preparation of expert report)

Sample Analyses – Microbial-

Cellotape lift sample analysis — per sample	
-Standard turnaround time (5 business days)	\$ _____
-Rush turnaround time (same or next business day)	\$ _____
Air sample analysis – Culturable fungi – species level ID — per sample	\$ _____
Air sample analysis — Fungal spore trap per sample	\$ _____
Dust analysis – Culturable fungi, species level ID — per sample	\$ _____
Dust analysis — Indoor allergen panel (e.g., dust mite, etc.)	\$ _____

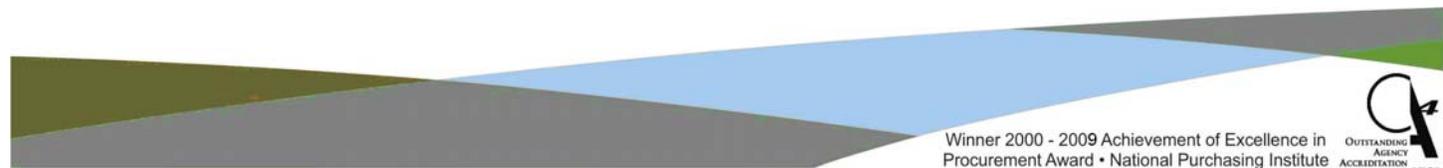
Per sample

Bulk material analysis — Culture-based— per sample	\$ _____
Bulk material analysis — Direct microscopic exam — per sample	\$ _____
Swab surface wipe sample analysis — per sample	\$ _____
Water analysis — Legionella — per sample	
Sample Analyses – Chemical-	
Anderson sampler rental, per day	\$ _____
Air sample analysis – Total and Individual VOCs (TVOC/IVOC) — full scan — (EPA IP-1 B method specific to IAQ) — per sample	\$ _____
Air sample analysis – Total VOCs (TVOC) — per sample	\$ _____
Air sample analysis – Microbial VOCs (MVOCs) — per sample	\$ _____



Air sample analysis – TVOC/IVOC/MVOC — per sample	\$ _____
Dust analysis – VOCs — per sample	\$ _____
Air sample analysis – Formaldehyde (EPA IP-6A & ASTM 5197-97 methods) — per sample	\$ _____
Air sample analysis – Selected aldehydes including formaldehyde (EPA IF-GA & ASTM 5197-97 methods) — per sample	\$ _____
Analysis of Passive VOC monitor — per sample	\$ _____
Analysis of Passive Formaldehyde — per Sample	\$ _____
TOTAL HOURLY RATE	\$ _____

The minimum professional qualifications of an Indoor Air Quality Scientist require a Certified Industrial Hygienist (CIH). A staff person having a CIH and a P.E. is acceptable and a P.E. with a CIH is acceptable. A Professional Engineer without a CIH qualification is not.

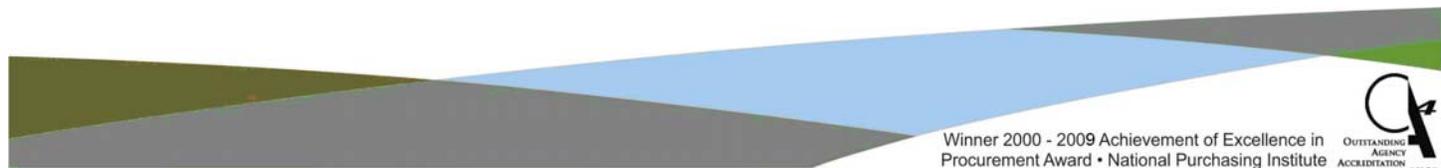


CODE REQUIRED CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES (SCMI):

Rates shall be for special inspector/engineer qualifications.

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

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



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

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