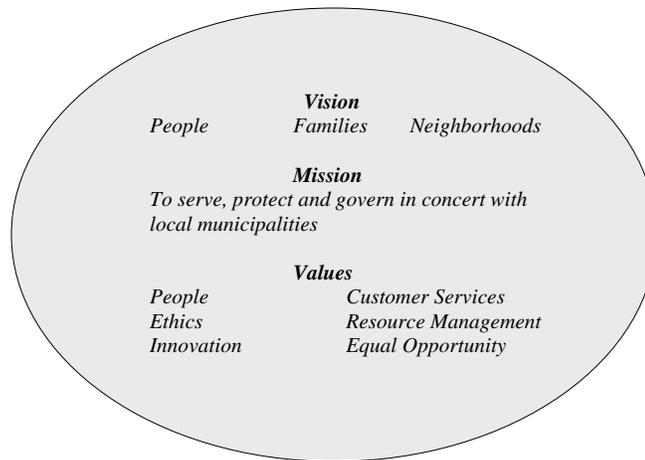




# FULTON COUNTY



**PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL NUMBER  
05RFP46953C-BL**

**Residential Yard Trimmings and Bulk Waste  
Collection Services  
For  
The Department of Public Works**

**RFP DUE TIME AND DATE: Wednesday, October 26, 2005 @ 11:00 AM, Local Time**  
**PURCHASING CONTACT: William Long at (404) 730-7660**  
**MAIL: [william.long@co.fulton.ga.us](mailto:william.long@co.fulton.ga.us)**

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

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS  
TABLE OF CONTENTS**

**Section/Page**

---

<b>SECTION I.</b>	<b>INTRODUCTION.....</b>	<b>4</b>
1.1	OVERVIEW OR PURPOSE.....	4
1.2	DESCRIPTION OF THE PROJECT .....	4
1.3	PURCHASING THE RFP.....	4
1.4	PRE-PROPOSAL CONFERENCE .....	4
1.5	PROPOSAL DUE DATE.....	4
1.6	DELIVERY REQUIREMENTS .....	5
1.7	CONTACT PERSON AND INQUIRIES .....	5
<b>SECTION II.</b>	<b>INSTRUCTIONS TO PROPOSERS.....</b>	<b>6</b>
2.1	PROCUREMENT PROCESS .....	6
2.2	CONTRACT DEFINITIONS [Optional] .....	6
2.3	NO CONTACT DURING PROCUREMENT PROCESS .....	7
2.4	CLARIFICATION & ADDENDA.....	8
2.5	TERM OF CONTRACT .....	9
2.6	REQUIRED SUBMITTALS .....	9
2.7	PROPOSAL EVALUATION .....	9
2.8	DISQUALIFICATION OF PROPOSERS .....	10
2.9	RESERVED RIGHTS.....	10
2.10	APPLICABLE LAWS.....	10
2.11	MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS.....	10
2.12	INSURANCE AND RISK MANAGEMENT PROVISIONS.....	10
2.13	ACCURACY OF RFP AND RELATED DOCUMENTS .....	11
2.14	RESPONSIBILITY OF PROPOSER.....	11
2.15	CONFIDENTIAL INFORMATION .....	12
2.16	COUNTY RIGHTS AND OPTIONS .....	12
2.17	COST OF PROPOSAL PREPARATION AND SELECTION PROCESS .....	14
2.18	TERMINATION OF NEGOTIATIONS.....	14
2.19	WAGE CLAUSE.....	14
2.20	FULTON COUNTY PURCHASING DEPARTMENT REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS.....	15
<b>SECTION III.</b>	<b>PROPOSAL REQUIREMENTS .....</b>	<b>20</b>
3.1	SUBMISSION REQUIREMENTS .....	20
3.1.1	Proposal Submission Date and Submittal Format.....	20

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS  
TABLE OF CONTENTS**

	<b>Section/Page</b>
3.1.2 Number of Copies .....	21
<b>3.2 OVERVIEW OF PROPOSAL REQUIREMENTS .....</b>	<b>21</b>
<b>3.3 SCOPE OF WORK .....</b>	<b>21</b>
<b>3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT .....</b>	<b>27</b>
<b>3.5 COST PROPOSAL FORMAT AND CONTENT .....</b>	<b>29</b>
<b>SECTION IV. EVALUATION CRITERIA .....</b>	<b>31</b>
4.1 PROPOSAL EVALUATION – SELECTION CRITERIA.....	31
<b>SECTION V. PROPOSAL FORMS .....</b>	<b>38</b>
5.1 INTRODUCTION.....	38
5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION .....	39
5.2.1 Certification Regarding Debarment .....	39
5.2.2 Non-Collusion Affidavit.....	39
5.2.3 Certificate of Acceptance of Request for Proposal Requirements .....	39
<b>SECTION VI. CONTRACT COMPLIANCE REQUIREMENTS.....</b>	<b>53</b>
6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS .....	53
6.2 REQUIRED FORMS AND EBO PLAN.....	54
EXHIBIT A – PROMISE OF NON-DISCRIMINATION .....	55
EXHIBIT B – EMPLOYMENT REPORT.....	56
EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION.....	57
EXHIBIT D - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES .....	60
EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES .....	61
EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT .....	62
EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT.....	65
<b>SECTION VII. INSURANCE AND RISK MANAGEMENT PROVISIONS .....</b>	<b>67</b>
<b>SECTION VIII. SAMPLE CONTRACT.....</b>	<b>69</b>
<b>SECTION IX. EXHIBITS .....</b>	<i>Error! Bookmark not defined.</i>

**Residential Yard trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSAL**

---

**SECTION I. INTRODUCTION**

**1.1 OVERVIEW OR PURPOSE**

Through the issuance of this Request For Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the Residential Yard Trimmings and Bulk Waste Collection Services.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Residential Yard Trimmings and Bulk Waste Collection Services to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

**1.2 DESCRIPTION OF THE PROJECT**

Fulton County, Solid Waste Management Division seeks to establish a contract for the provision of all necessary equipment, supervision, and labor required to accomplish a once a week curbside collection, transportation and disposal of residential yard trimming and bulk waste material for the 19,000+ residential homes in unincorporated South Fulton County.

**1.3 PURCHASING THE RFP**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under “Bid Opportunities”.

**1.4 PRE-PROPOSAL CONFERENCE**

The County will hold a Pre-Proposal Conference, on **Tuesday, October 11, 2005 at 2:00 P.M.**, in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

**1.5 PROPOSAL DUE DATE**

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Wednesday, October 26, 2005 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according

**Residential Yard trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSAL**

---

to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

**1.6 DELIVERY REQUIREMENTS**

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

**1.7 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, ***William Long, Chief Assistant Purchasing Agent, Fulton County Purchasing Department, Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303, (404) 730-7660 telephone, (404) 893-6268 fax, [william.long@co.fulton.ga.us](mailto:william.long@co.fulton.ga.us)***. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS**

---

**SECTION II. 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 [Optional]**

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

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

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

County – Fulton County Government and its authorized representatives.

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

Contractor (Consultant) – shall mean the party of the second part to the Contract Agreement or the authorize and legal representative of such party.

Owner – Fulton County Government

Project Manager – (PM) shall be an authorized representative who shall manage this contract on behalf of the Owner.

Director–shall mean the Director of Public Works or his duly authorized representative

Residential Living Units (RLU) shall mean a dwelling unit such as a home, mobile home or multi-family dwelling of four (4) or less units, not including hotels or motels found in unincorporated South Fulton County.

South Fulton County–shall mean all unincorporated area bound by the Atlanta City Limits, Dekalb County, Clayton County, Fayette County, Coweta County, Carroll County, and Douglas County.

## **Residential Yard Trimmings and Bulk Waste Collection Services REQUEST FOR PROPOSALS**

---

Bulk Waste— shall mean typical household items which include, but not limited to, dry type waste, white goods, such as, furniture, mattresses, tires, appliances, (refrigerator and air conditioners with Freon).

Eviction Materials shall mean normal household dry type waste, such as household trash, furniture, mattresses, and appliances.

Yard Trimmings shall mean grass clippings, leaves, pine cones, and tree/shrubby limbs and branches no greater than twelve (12) inches in diameter and four (4) feet long bundled or containerized.

Collection Zone shall mean all Residential Living Units located in an organized subdivision within the area specified, as well as all Residential Living Units located on public rights of way within the specified zone.

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.

### **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

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS**

---

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 received after **Tuesday, October 18, 2005 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  
Attn: William Long  
Public Safety Building  
130 Peachtree Street S.W. Suite 1168  
Atlanta GA 30303  
Email: [william.long@co.fulton.ga.us](mailto:william.long@co.fulton.ga.us)  
F: 404-730-7660 or 404-893-6268**

**RE: 05RFP46953C-BL**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

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

## **Residential Yard Trimmings and Bulk Waste Collection Services REQUEST FOR PROPOSALS**

---

will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, [www.co.fulton.ga.us](http://www.co.fulton.ga.us). 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 by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

### **2.5 TERM OF CONTRACT**

The initial term of the contract shall be for a one (1) year term, with three (3), one (1) year renewal options.

### **2.6 REQUIRED SUBMITTALS**

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
  - Certification Regarding Debarment
  - Non-Collusion Affidavit of Prime Offeror
  - Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
  - Exhibit A - Promise of Non-Discrimination
  - Exhibit B - Employment Report
  - Exhibit C - Schedule of Intended Subcontractor Utilization
  - Exhibit D - Letter of Intent to Perform As a Subcontractor
  - Exhibit E - Declaration Regarding subcontractor Practices
  - Exhibit F - Joint Venture Disclosure Affidavit
  - Equal Business Opportunity (EBO) Plan

### **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 members from Department of Public Works and one Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS**

---

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 an 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.

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS**

---

**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 Purchasing Department, 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.

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS**

---

**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.

## **Residential Yard Trimmings and Bulk Waste Collection Services REQUEST FOR PROPOSALS**

---

- 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.

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS**

---

**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.

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS**

---

**2.20 FULTON COUNTY PURCHASING DEPARTMENT REQUEST FOR PROPOSAL (RFP)  
GENERAL REQUIREMENTS**

**Residential Yard Trimming and Bulk Waste Collection Services**

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 Purchasing Department  
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.

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS**

---

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.

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS**

---

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.

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS**

---

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 certificated 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

**Residential Yard Trimmings and Bulk Waste Collection Services  
REQUEST FOR PROPOSALS**

---

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”.

REQUEST FOR PROPOSALS

---

**SECTION III. 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 **Wednesday, October 26, 2005 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #05RFP46953C-BL  
Residential Yard Trimmings and Bulk Waste Collection Services  
Fulton County Department of Purchasing  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. 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 Price 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 PROPOSAL No. 05RFP46953C-BL  
Residential Yard Trimmings and Bulk Waste Collection Services  
Technical or Cost Proposal  
Proposer's Name and Address**

# Residential Yard Trimmings and Bulk Waste Collection Services

## REQUEST FOR PROPOSALS

---

### 3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies of the Technical and one (1) original Cost Proposals. Proposers shall submit one (1) original and one (1) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information and must be clearly labeled: **Technical Proposal, Cost Proposal and Contract Compliance Exhibits and must be in separately sealed envelopes.**

### 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 (Geographical Area of Collection Service)

The basic service will consist of one-per-week curbside collection and disposal of residential yard trimmings and bulk waste for all South Fulton County RLU. Approximately 5,000 RLU's distributed among thirty (30) subdivisions and along the rights-of-way located in the unincorporated areas West of Atlanta and Tri-Cities to Stonewall Tell Road and Old Fairburn Road. Approximately 4,000 RLU's distributed among sixty-one (61) subdivisions and along the rights-of-way of public roads located in unincorporated areas of South of Old Fairburn road, West of the Tri-Cities to Stonewall Tell Road/Jonesboro Road. Approximately 5,500 RLU'S distributed among fifteen (15) subdivisions and along the rights-of-way of public roads located in the unincorporated areas West of Stonewall Tell Road and North of South Fulton Parkway. Approximately 5,000 RLU'S distributed among ten (10) subdivisions and along the rights-of-way of public roads located in the unincorporated areas West of Stonewall Tell Road/Jonesboro Road and South of South Fulton Parkway. The estimated residential homes to be served are 19,100 based on information provided from the Fulton County 2025 Comprehensive Plan Update.

# Residential Yard Trimmings and Bulk Waste Collection Services

## REQUEST FOR PROPOSALS

---

### SPECIFICATIONS

A Pre-Collection Conference will be held subsequent to Contract Award, but prior to commencement of the Work, at a time and location to be announced. The following people will be required to attend:

- (1) Owner's Representative(s)
- (2) Contractor and his Project Superintendents
- (3) Major Sub-Contractor(s)

At a minimum, this meeting will address in detail the following items:

- (1) Procedure for communicating among all parties involved in the project
- (2) Payment procedure and periodic estimates
- (3) Project Management Meetings
- (4) Any item the Contractor and Contractor's subcontractors desire to discuss

### **APPROACH FOR COLLECTION/HAULING**

The successful bidder is prepared to furnish all labor, equipment and materials for once a week collection and disposal of yard trimming, brush and large wood debris, bulk waste materials, special events and eviction debris removal from all residents located in South Fulton County. An office and all equipment will be located in South Fulton County. The office will be staffed to answer all questions during normal business hours, Monday through Friday, from 8:00 a.m. to 4:30 p.m. All complaints and other communications will be directed through this office.

### **COLLECTION AND DISPOSAL**

The Contractor shall select the disposal facility(s)/location(s) for waste material disposal. The Contractor must provide proof that such disposal facility(s)/location(s) are approved to receive yard trimmings are in compliance with all Environmental Protection Division rules, regulations and laws. Any tipping fees associated with the disposal of yard trimmings will be the sole responsibility of the Contractor.

Collection of waste material shall be made between the hours of 7:00 a.m. and 7:00 p.m. on a weekly basis, subject to reasonable modification as the Owner may make from time to time. All collections shall be made as quietly as possible and carried out pursuant to all applicable Laws, including Laws relating to noise.

All waste materials hauled by the Contractor shall be so contained, covered, tied or enclosed to assure that leaking, spilling, blowing or loss of any hauled material is prevented. The Contractor shall immediately clean up the litter in the event of any leakage or other loss of hauled material. The Contractor shall be liable for fines or assessments applicable to all users of the public rights-of-way and County landfill.

# **Residential Yard Trimmings and Bulk Waste Collection Services**

## **REQUEST FOR PROPOSALS**

---

Yard trimmings shall not be disposed of in Solid Waste Disposal Facilities that have liners and leachate collection systems or that require vertical expansion. Yard trimmings shall be sorted and stored for collection in a manner that facilitates collection, composting, or other lawful handling.

### **COLLECTION EQUIPMENT**

The Contractor shall provide an adequate number of vehicles approved by the County for collection services. The vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall be clearly identified with the name and telephone number of the Contractor painted on each side of the vehicle. Also, each vehicle shall be identified with a vehicle number, Contractor's permit number, and tare weight which will be painted on each side of the vehicle.

Posted in the vehicle and/or placed in the glove compartment will be a written description of the service provided, including references to appropriate ordinances, regulations and State laws as may be directed by the Department from time to time.

Each respondent must submit a separate sheet listing the manufacturer, model, year, and quantity of all collection equipment that shall be provided. Failure to provide the proposed equipment upon award and notice to proceed may result in contract termination.

### **CUSTOMER EDUCATION**

The Contractor shall provide and distribute written materials about the proposed service to educate the customers prior to startup of each contract year.

### **SCHEDULES, REPORTS, RECORDS AND MEETINGS**

The Contractor shall submit collection route maps, collection schedules and disposal reports and records and other data as the Owner may request concerning work performed or to be performed.

The Contractor will arrange his schedule to provide one collection service each calendar week. This schedule may vary as pre-approved by the Project Manager to permit complete collection service during weeks containing legal holidays and/or where collection is prevented or necessitated by severe inclement weather. The Contractor will participate in Project Coordination if conditions warrant establishing the current state of services and revising as necessary. The Project Management Meeting will be conducted by the Owner or their representatives.

### **CLEAN-UP**

Before the work is considered complete, all premises shall be left in a condition satisfactory to the Owner. Streets, curbs, cross-walks, pavements, sidewalks, fences, and other public and

# Residential Yard Trimmings and Bulk Waste Collection Services

## REQUEST FOR PROPOSALS

---

private property disturbed or damaged shall be restored to their former condition. Final acceptance will be withheld until such work is finished. The Contractor shall not litter the premises of the individual residential living units in the process of making collections. The department may deduct the sum of \$50.00 from the next payment due the Contractor for each verified complaint of littering the premises of individual residential living units.

### **TITLE TO COLLECTED MATERIALS**

Unless and until the County gives thirty (30) days written notice to the Contractor that the County elects to retain title to waste materials thereafter collected by the Contractor, title of all such waste materials shall be vested in the contractor upon being placed in his collection vehicle.

### **DISPOSAL AND PROCESSING**

All waste materials for disposal shall be hauled to sites or facilities legally empowered to accept it for processing or disposal.

# Residential Yard Trimmings and Bulk Waste Collection Services

## REQUEST FOR PROPOSALS

---

### SPECIAL CONDITONS

#### **HOLIDAYS**

For the purpose of this contract, the days officially recognized as holidays by Fulton County are: New Year's Day, Martin Luther King, Jr.'s birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. Bidder's plans must address holiday impacts in the schedule.

The Contractor shall maintain a local office where a responsive member of the organization may be contacted during normal working hours for the purpose of communicating changes in service requirements and for transmitting service complaints according to the provisions of this agreement. The office shall be equipped with sufficient telephones attended by individuals competent to handle all matters relating to the provisions of this agreement.

#### **PROTECTION OF WORK, PROPERTY AND PERSONS**

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected hereby, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities in the course of providing Collection Services.

The Contractor will comply with the Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Director or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Director prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a change order shall thereupon be processed covering the changes and deviations involved. All change papers must be in writing and approved by the County.

Motor vehicles and equipment used for pick-up service will be driven only on paved or gravel surfaces intended for this purpose and not on lawns or landscaped areas. The Contractor agrees to promptly repair and restore any private property damaged by the Contractor or its employees, or if repair or restoration is impractical, to pay to the owner of such property so damaged the fair value of the property immediately before the damage reduced by the fair value immediately after the damage .

# Residential Yard Trimmings and Bulk Waste Collection Services

## REQUEST FOR PROPOSALS

---

If the Contractor and the owner of such property have not resolved any dispute with regard to the adequacy of any attempted repair or restoration, the damage payable or the liability of the Contractor, within such reasonable time as determined by the Director of Public Works (the Director), shall be resolved by the Director whose determination shall be final and binding on the Contractor.

### **PROTECTION OF THE ENVIRONMENT**

All measures required to minimize water pollution to effected waters shall be undertaken in the proposed Work. Regard shall be given to the protection of the watershed and natural cover to reduce water pollution to a minimum.

All chemicals used during Collection Services or furnished for Collection Services operation, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of the Environmental Protection Agency (EPA) and/or the United States Department of Agriculture (USDA). Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

### **PROTECTION OF UTILITIES**

The Contractor shall protect from damage all existing facilities or utilities at or in proximity to the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care, in the performance of Collection Services. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the Work performed and charge the cost thereof to the Contractor.

No separate payment will be made for any work performed as herein above specified unless otherwise stated in the bid as a separate payment item. All costs in connection therewith shall be included in the contract price for the item to which the work pertains.

The Contractor shall be solely and directly responsible to the owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims or any character brought on account of any damages which may result from the carrying out of the Collection Service.

### **PERMITS**

The Contractor shall submit with the bid a copy of their current permit complying with Title 30-2-8 of the Fulton County Health Code and Official Code of Georgia Annotated Section 12-8-20. The Contractor shall be similarly responsible for all damages to persons or property that occurs as a result of Contractor's fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public: and the property of others. The

# Residential Yard Trimmings and Bulk Waste Collection Services

## REQUEST FOR PROPOSALS

---

Contractor shall also be responsible for all work performed until completion and acceptance of the entire Collection Service.

### 3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate experience and ability to provide weekly collection, transportation, and disposal of yard trimmings and bulk waste for 19,000+ residential units in Unincorporated South Fulton County.

#### ***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 – Qualifications and Experience***

This section of the Proposal must present general information about the Proposer. The Proposal shall include details about the type of firm or organization such as, corporation, partnership, Limited Liability Company, joint venture or design or construction prime that will execute and deliver the D/B Project, including ownership and management structure. The use of the term proposer refers to all members of the proposing entity. This does not include sub-contractors unless the D/B arrangement is structured with either the design or construction firm as the prime and the other as a sub-contractor. In this case the qualifications for the design or construction sub-contractor are significant and should be included.

- Listing of all members or partners of the proposing entity indicating status of general or limited partner. If the Proposer or joint venture is a subsidiary of a parent company, provide information about when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is or will be created for the purposes of responding to this RFP, the reasons for this action must be fully disclosed.
- Provide the number of years in the business of providing residential solid waste collection services in the United States with a particular emphasis on your experience during the last 5 or 10 years providing same, especially in a municipal environment.
- Provide a detailed description of other solid waste collection projects, similar in size, types of materials collected and method of collection to Fulton County.

# Residential Yard Trimmings and Bulk Waste Collection Services

## REQUEST FOR PROPOSALS

---

- Proposer should submit an organizational chart of the business structure of the proposing entity.
- Project Personnel—Proposer should also include an organizational chart of the structure of the Team and a brief description of the roles, responsibilities and resumes of key personnel.

The Proposer should indicate relevant solid waste experience including for a minimum of five (5) and a maximum of ten (10) projects, provide a brief description of the services provided, including the following information in a table format:

- Name and Location of Service.
- Client and Owner; If applicable
- Names, titles, telephone, fax numbers, and e-mail addresses of key contact persons at a management level of the owner; or provide list of communities (areas) and references if solid waste services were provided directly to residential customers without a contract with local government.

### **Section 3 – Proposer Financial Information**

The evaluation of the financial viability of the Proposers by Fulton County is necessary to protect the County from risk of default by a selected Service Provider due to financial instability. The Proposer Financial Information section shall include information the following:

- Provide the following information and statements<sup>1</sup>:
  - A copy of the most recent annual report with footnotes or most recent audited financial statement.
  - Latest Dun and Bradstreet Report.
  - Other

### **Section 4 - Confidential and Proprietary Information**

# Residential Yard Trimmings and Bulk Waste Collection Services

## REQUEST FOR PROPOSALS

---

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that the Proposer claims are exempt from public disclosure.

### **3.5 COST PROPOSAL FORMAT AND CONTENT**

The Price Proposal shall be provided in a separate sealed envelope in accordance with as described below:

#### ***Section 1 - Introduction***

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

**Residential Yard Trimmings and Bulk Waste Collection Services**

**REQUEST FOR PROPOSALS**

**Section 2 - Completed Price Proposal Forms**

*(To be submitted in a separately sealed and identifiable envelope)*

**PRICE QUOTES FOR SPECIFIED SERVICES (19,100 Residential Units RLU)**

COLLECTION TYPE	FREQUENCY	UNIT PRICE PER RLU PER PICKUP
1. Bulk Waste Material	Once per week pick-up for each (RLU)	\$_____ /month
2. Yard Trimmings	Once per week pick-up for each (RLU)	\$_____ /month
3. Special Bulk Waste Event Collection	When directed by the County's Representative.	\$_____ /container
4. Land Clearing Material, Oversized Tree Trunks and Limbs	Provide on an as requested basis	\$_____ /cu. yd.
5. Evicted/Abandoned Property	When directed by the County's Representatives	\$_____ /pick up

1. Provide a detailed list of items not included in bulk waste material service.
2. Provide a detailed list of any disposal restrictions yard trimmings.
3. For Eviction/abandoned property service: provide a detailed list of landlord address nearest to the County's Right-of-Way  
Date and time of pick-up  
Type, weight and amount of material received  
Provide photos of material picked up  
Evictions include multi-family houses, apartments, etc
4. Provide 30/40 yd. Containers at regional sites for special events as requested by County
5. Elective Collection Service pricing is required only for County internal use. There is no intent on the part of the County to contract for these services. Each RLU will be responsible for acquiring and paying for any additional services.

REQUEST FOR PROPOSALS

---

**SECTION IV. EVALUATION CRITERIA**

**4.1 PROPOSAL EVALUATION – SELECTION CRITERIA**

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

**Information to Be Submitted:**

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

**a. Organization Description**

Provide an organizational chart and a short resume of the organization. Indicate key individuals and all subconsultants proposed to be utilized on this project. Identify all eligible MFBE certified by the Fulton County Department of Contract Compliance.

**b. Subconsultant Resumes**

Provide a one-page resume on each subconsultant firm proposed to be utilized on the project.

**c. Related Experience and Performance**

Provide a description of experience the firm has had with projects similar to the Project described herein. For each project, include contact person, name of project and telephone number, other than members of your firm that can be contacted regarding these projects.

**d. Key Personnel Experience and Availability**

Provide a summary of those personnel anticipated to be assigned to the project and the percentage of their time available to commit to the project during performance of assigned tasks. Resumes (not to exceed 2 pages in length each) shall be provided for all key personnel, including Project Manager and all discipline lead engineers. By submitting specific resumes, the Proposer indicates agreement, unless prevented by circumstances beyond your control, to retain these personnel on the project, Sub-Consultants and Prime, until all work under this contract is complete. These individuals as a minimum shall work out of the local office and reside in the Metropolitan Atlanta area during the course of their involvement on this project. Fulton County will not pay direct cost for the

## Residential Yard Trimmings and Bulk Waste Collection Services

### REQUEST FOR PROPOSALS

---

relocation, temporary housing, or subsistence of staff assigned to this project.

The Consultant represents that it has secured or will secure, at its own expense, all personnel necessary to complete this agreement, none of whom shall be employees of, or have any contractual relationship with, the County. Primary liaison with the County will be through its designee

All professional personnel, including subcontractors, engaged in performing services for the Consultant under this agreement are indicated in the table listed below. No changes or substitutions shall be permitted in the Consultant's key personnel as set forth herein without the prior written approval of the Director or his designee.

The Consultant shall employ in responsible charge of supervision and design of the work only persons duly registered in the appropriate category; and further shall employ only qualified surveyors in responsible charge of any survey work.

The Consultant shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the Consultant and responsible for the work prescribed by this agreement.

- e. **Project Approach**  
Demonstrate and provide a description of how you will perform task and provide the necessary level of customer service. Elaborate on those areas where better definition will provide the greatest potential benefit to the customers. The approach discussion should include details regarding any unique knowledge or expertise your firm has with performing residential collection services. Explain how such knowledge or experience would benefit the County's residents.
- f. **Proximity of Office to Project Site**  
Provide the normal office location (Intent to provide a custom service number for handling calls and complaints).
- g. **Financial Responsibility**  
Provide two copies of information in separate sealed envelope with price proposal. Financial statements are not to be submitted in same envelope as the cost proposal forms.
- h. **Cost Proposal** (Provide original and two copies in a separate sealed envelope, no limits on document size).

# Residential Yard Trimmings and Bulk Waste Collection Services

## REQUEST FOR PROPOSALS

---

### I. Evaluation and Selection Criteria:

1. **Experience:** *20 points max*

Related Experience and Performance in residential collection. Please provide client references (name, title, address, phone numbers, list of work completed for the client, minimum of four clients other than Fulton County). (2 pages maximum). If prior experience is in solely providing residential collection which did not require a contractual agreement with a local government, please provide community information and number of residents (market share) information in lieu of references.

2. **Organization and Experience of Proposed Staff:** *25 points max*

Provide an organizational chart for your team, clearly indicate company name, principal in charge and project manager(s) assigned with the overall project coordination (2 pages maximum).

3. **Project Approach:** *25 points max*

Provide a project approach to conducting residential collection of bulk and yard trimmings, with detailed emphasis on customer service and satisfaction. (i.e. resolving issues of materials to be collected, missing households, providing information to residential customers regarding collection rules., etc)

4. **Local Preference:** *10 points max*

Local business operations within Fulton County

5. **Cost Proposal:** *20 points max*

Contractor shall submit cost of proposal in separate sealed envelope. The envelope shall include the RFP number on the outside of the envelope, respondents name, and proposal date.

**Failure to submit financial responsibility information as required may result in the proposer being deemed non-responsive and their proposal removed from consideration.**

Discussions may be made by the purchasing agent, in conjunction with the user department, with responsible proposers who submit proposals determined by the purchasing agent, and upon written recommendation of

## Residential Yard Trimmings and Bulk Waste Collection Services

### REQUEST FOR PROPOSALS

---

the Public Works Department, to be reasonably susceptible of being selected for award; such discussions shall be for the purpose of clarification to assure full understanding of the responsiveness to the solicitation requirements. Fulton County reserves the right, at its sole discretion, to have your company and every proposer on this project come in for discussion.

Proposers who make offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers; provided that the County may reject all proposals if it shall deem it for the best interest of the County to do so. Proposers are not to initiate the above discussions unless and when so notified by the Purchasing Department during the evaluation and selection process.

The County reserves the right to make investigations, 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.

#### **J. Evaluation and Selection Committee:**

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

#### **K. Request for Proposal Evaluation Process**

1. Proposals shall be reviewed and evaluated by an RFP Evaluation Committee. This Committee will submit a recommendation to the Fulton County Board of Commissioners for approval and contract award. Proposals will be evaluated and scored according to a predetermined weighting of criteria indicated within this RFP.
2. The technical Proposals shall be evaluated and scored first. After review and scoring of the technical proposals, sealed cost proposals will be opened and evaluated and scored by the RFP Evaluation Committee.
3. Discussions for the purpose of clarifying submitted proposals related to the RFP may be conducted with Proposers. These Proposers shall be notified in writing by the Fulton County

## Residential Yard Trimmings and Bulk Waste Collection Services

### REQUEST FOR PROPOSALS

---

Department of Purchasing. Discussions shall be conducted with only proposed team members identified on the project organizational chart. Other company principles, marketing and business development staff shall not attend the discussions.

4. The County reserves the right to make such investigation, as it deems necessary to determine the ability of any Proposer to perform the work or service requested. The Proposer shall provide information the County deems necessary to make this determination. Such information may include documentation to further support information submitted from a Proposer that is reasonably susceptible of being selected for award of a contract.
5. The RFP Evaluation Committee will make a recommendation to the Fulton County Board of Commissioners for approval of the recommended firm and to enter into an Agreement.
6. The firms that are approved by the Fulton County Board of Commissioners will be notified of its approval by issuance of a Notice of Award, and will be required to execute the Agreement provided in this RFP. The County reserves the right to modify the Agreement upon recommendation of the County Attorney.
7. The County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal or proposals received, and to accept the proposal that, in its judgment, is in the County's best interest.
8. The County assumes no responsibility or obligation to Proposers and will make no payment for any costs associated with the preparation or submission of proposals.
9. Failure to comply with the submittal requirements or failure to submit any required documents may result in the proposal being found non-responsive and not considered.
10. No changes or substitutions shall be permitted in the Proposer's key personnel as set forth herein without the prior written approval of the County.
11. The County reserves the right to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the Proposer submitting the lowest price and the County reserves the right to award the contract to the responsible Proposer submitting a responsive proposal with resulting

## Residential Yard Trimmings and Bulk Waste Collection Services

### REQUEST FOR PROPOSALS

---

agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final.

12. Discussions may be made by the Purchasing Agent, in conjunction with the user department, with responsible Proposers who submit proposals determined by the Purchasing Agent, and upon written recommendation of the Department of General Services, to be reasonably susceptible of being selected for award; such discussions shall be for the purpose of clarification to assure full understanding of the responsiveness to the solicitation requirements. Such discussions may include a presentation by the Proposer. Proposers who make offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers; provided that the County may reject all proposals if it shall deem it for the best interest of the County to do so. Proposers are not to initiate the above discussions unless and when so notified by the Purchasing Department during the evaluation and selection process.

**I. Basis of Award:**

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

**M. Special Provisions:**

The **Proposer** is encouraged to visit and become familiar with the Project site and to become acquainted with local conditions involved in carrying out the proposed work.

The **Proposer** shall perform the service required to accomplish the work plan as stated.

All professional personnel, including subcontractors, engaged in performing services for the **Proposer** under the proposal are indicated in personnel listing attached thereto, and incorporated therein by reference. No changes or substitutions shall be permitted in the **Proposer's** key

## Residential Yard Trimmings and Bulk Waste Collection Services

### REQUEST FOR PROPOSALS

---

personnel as set forth herein without the prior written approval of the Director of Public Works or his designee.

The **Proposer** shall employ in responsible charge of supervision and design of the work only persons duly registered in the appropriate category.

## SECTION V. PROPOSAL FORMS

### 5.1 INTRODUCTION

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

#### **Procurement Affidavits**

Procurement Affidavit Form 1      Certification Regarding Debarment

Procurement Affidavit Form 2

Form A: Non-Collusion Affidavit (Prime)

Form B: Sub-Contractor Non-Collusion Affidavit

Procurement Affidavit Form 3      Certificate of Acceptance of Request for  
Proposal Requirements

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION**

The following paragraphs present an overview of each Procurement Affidavit Form required.

**5.2.1 Certification Regarding Debarment**

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

**5.2.2 Non-Collusion Affidavit**

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

**5.2.3 Certificate of Acceptance of Request for Proposal Requirements**

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**CERTIFICATION REGARDING DEBARMENT**

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

***INSTRUCTIONS FOR CERTIFICATION***

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

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

**DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

- (a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

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

[SIGNATURES ON NEXT PAGE]

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
(Legal Name of Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

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

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

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

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

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**NOTE:**

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

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

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

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

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

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

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

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**NOTE:**

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

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

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

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

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

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

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

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

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

**(Affix Corporate Seal)**

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**FULTON COUNTY PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS**

**(INSERT PROPOSALS# AND TITLE HERE)**

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 Purchasing Department  
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.

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

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.
10. 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:
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

17. 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.
18. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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 certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
32. 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.

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

33. 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”.
34. 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 VI. CONTRACT COMPLIANCE REQUIREMENTS

### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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. 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.

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

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

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

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

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) 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 forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS

---

## 6.2 REQUIRED FORMS AND EBO PLAN

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

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

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

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

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

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

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

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

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

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

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

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

**EXHIBIT B – EMPLOYMENT REPORT**

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

**EMPLOYEES**

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

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

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

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

This completed form is for (Check one)  Bidder/Proposer  Subcontractor

**Submitted by:** \_\_\_\_\_ **Date Completed:** \_\_\_\_\_

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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

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

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

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

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

---

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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

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

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

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

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

---

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

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

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

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

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

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

---

SUBCONTRATOR 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.**

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

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

**Total Percentage Value: (%)**

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

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

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

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

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

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

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

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

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

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

ITB/RFP Number: \_\_\_\_\_

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

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

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

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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

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

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

---

**(Description of Work)**

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

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

**AUTHORIZED COMPANY REPRESENTATIVE**

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

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

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

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

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

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

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

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

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

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

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

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

**1. Firms:**

1) **Name of Business:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

2) **Name of Business:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

3) **Name of Business:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**Note:** Attach additional sheets as required

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

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

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

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

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

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

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

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

\_\_\_\_\_  
(Signature of Affiant)

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

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

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

\_\_\_\_\_  
(Signature of Affiant)

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

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

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

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

\_\_\_\_\_, the undersigned known to me to be the person

described in the foregoing Affidavit and acknowledge that he (she) executed the same in

the capacity therein stated and for the purpose therein contained.



**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

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) 763-6300, for further assistance.

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**SECTION VII. INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Insurance and Risk Management Provisions**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

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

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

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

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

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			

**4. ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	-	\$1,000,000
-----------------------------------	--------	---	-------------

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

- |   |                 |   |             |
|---|-----------------|---|-------------|
| <b>5. UMBRELLA LIABILITY</b><br>(In excess of above noted coverage's)                                       | Each Occurrence | - | \$2,000,000 |
| <b>6. PROFESSIONAL LIABILITY</b><br>(Required if respondent providing quotation for professional services). | Each Occurrence | - | \$1,000,000 |
| <b>7. FIDELITY BOND</b><br>(Employee Dishonesty)  | Each Occurrence | - | \$ 100,000  |

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

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

Such certificates and notices shall be sent to:

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

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.**

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS

---

SECTION VIII. SAMPLE CONTRACT

DRAFT OF CONTRACT AGREEMENT

AGREEMENT

*PROFESSIONAL SERVICES AGREEMENT*

Article 1.	<u>CONTRACTOR/OWNER AGREEMENT</u>
Article 2.	<u>SEVERABILITY</u>
Article 3.	<u>DESCRIPTION OF PROJECT</u>
Article 4.	<u>SCOPE OF SERVICES</u>
Article 5.	<u>DELIVERABLES</u>
Article 6.	<u>SERVICES PROVIDED BY COUNTY</u>
Article 7.	<u>MODIFICATIONS</u>
Article 8.	<u>TIME OF PERFORMANCE</u>
Article 9.	<u>CONTRACT TERM</u>
Article 10.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
Article 11.	<u>PERSONNEL AND EQUIPMENT</u>
Article 12.	<u>SUSPENSION OF WORK</u>
Article 13.	<u>DISPUTES</u>
Article 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
Article 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
Article 16.	<u>WAIVER OF BREACH</u>
Article 17.	<u>INDEPENDENT CONTRACTOR</u>
Article 18.	<u>RESPONSIBILITY OF CONTRACTOR</u>
Article 19.	<u>COOPERATION WITH OTHER CONTRACTORS</u>
Article 20.	<u>ACCURACY OF WORK</u>
Article 21.	<u>REVIEW OF WORK</u>
Article 22.	<u>INDEMNIFICATION</u>
Article 23.	<u>CONFIDENTIALITY</u>
Article 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION:</u>
Article 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
Article 26.	<u>INSURANCE</u>
Article 27.	<u>PROHIBITED INTEREST</u>
Article 28.	<u>SUBCONTRACTING</u>
Article 29.	<u>ASSIGNABILITY</u>
Article 30.	<u>ANTI-KICKBACK CLAUSE</u>
Article 31.	<u>AUDITS AND INSPECTORS</u>
Article 32.	<u>ACCOUNTING SYSTEM</u>
Article 33.	<u>VERBAL AGREEMENT</u>
Article 34.	<u>NOTICES</u>
Article 35.	<u>JURISDICTION</u>
Article 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
Article 37.	<u>FORCE MAJEURE</u>
Article 38.	<u>OPEN RECORDS ACT</u>
Exhibit A.	<u>DESCRIPTION OF PROJECT</u>
Exhibit B.	<u>SCOPE OF SERVICES</u>
Exhibit C.	<u>DELIVERABLES</u>
Exhibit D.	<u>COMPENSATION AND PAYMENT</u>
Exhibit E.	<u>ORGANIZATION/EXPERIENCE OF STAFF</u>

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**AGREEMENT  
PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between **FULTON COUNTY, GEORGIA** a political subdivision of the State of Georgia, hereinafter referred to as "**COUNTY**", and **VENDOR** to provide Solid Waste Collection Services in Georgia, hereinafter referred to as "**CONTRACTOR**":

**WITNESSETH**

**WHEREAS, COUNTY** through its Department of Public Works (hereinafter referred to as the "DEPARTMENT") desires to retain a qualified and experienced firm to furnish services for: Yard Trimmings and Bulk Waste Material Collection Services, Special Event Clean-up and Eviction Debris Removal for unincorporated South Fulton County (hereinafter, referred to as the "COLLECTION SERVICES").

**WHEREAS, CONTRACTOR** has represented to COUNTY that it is experienced and has qualified and local staff available to commit to the COLLECTION SERVICES and COUNTY has relied upon such representations.

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

**ARTICLE 1. CONTRACTOR/OWNER AGREEMENT:** COUNTY hereby engages CONTRACTOR, and CONTRACTOR, hereby agrees to perform the services hereinafter set forth. For purposes of this AGREEMENT, "CONTRACTOR" shall also include its agents, its employees, or any non-employee performing any work at CONTRACTOR'S request or direction that is connected in any way to the Scope of Services of this AGREEMENT. This AGREEMENT, RFP (hereinafter, "RFP"), including the exhibits, constitutes the entire AGREEMENT of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this AGREEMENT shall be binding upon the parties unless the same is in writing, signed by the COUNTY and the CONTRACTOR'S duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners pursuant to Fulton County Policy 800-6.

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

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

**ARTICLE 3. DESCRIPTION OF COLLECTION SERVICES:** COUNTY and CONTRACTOR agree to the PROJECT is as described in Section of the RFP. All sections of the ITB and exhibits referenced in this AGREEMENT are incorporated by reference and constitute an integral part of this AGREEMENT as if they were contained herein.

**ARTICLE 4. SCOPE OF SERVICES:** Unless modified in writing by both parties in the manner specified in the AGREEMENT, duties of CONTRACTOR shall not be construed to exceed those services specifically set forth herein. CONTRACTOR agrees to provide all services, products, and data and to perform all tasks described in the RFP.

**ARTICLE 5. DELIVERABLES:** CONTRACTOR shall deliver to COUNTY all reports, solid waste tonnage invoices, and other documents as required under the terms of this AGREEMENT.

**ARTICLE 6. SERVICES PROVIDED BY COUNTY:** CONTRACTOR shall gather from COUNTY all available non-privileged data and information pertinent to the performance of the services for the COLLECTION SERVICES. COUNTY will appoint in writing a COUNTY REPRESENTATIVE with respect to the work to be performed under this AGREEMENT, until such time as the COUNTY may give written notice of the appointment of a successor. The COUNTY REPRESENTATIVE shall have complete authority to transmit instructions to, and receive information from CONTRACTOR. CONTRACTOR may rely upon written consents and approvals signed by COUNTY'S REPRESENTATIVES to the extent authorized by laws and COUNTY policies.

**ARTICLE 7. MODIFICATIONS:** If during the course of performing the work, COUNTY and CONTRACTOR agree that it is necessary to make changes in the COLLECTION SERVICES as described herein and referenced exhibits, such changes will be incorporated in written amendments in the form of Change Orders to this AGREEMENT, pursuant to County Policy and Procedure 800-6. Any such Change Order shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes.

**ARTICLE 8. TIME OF PERFORMANCE:** CONTRACTOR shall not proceed to furnish such services and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to CONTRACTOR from COUNTY. The CONTRACTOR shall begin work under this AGREEMENT no later than five (5) days after the effective date of notification to proceed, with each work assignment completed in a timely fashion as required by the particular work assignment.

**ARTICLE 9. CONTRACT TERM:** The term of this AGREEMENT shall commence within the year of execution and continue for a total contract duration of 12 months.. The County reserves the right to renew the contract for a total of three (3) consecutive one-year periods, subject to the Board of Commissioners approval and the allocation of funding for such successive calendar year, and satisfactory contractor's performance which is defined elsewhere in the contract. Non renewal of the AGREEMENT shall not result in a claim for payment or damages by CONTRACTOR, except that the CONTRACTOR shall be paid for actual services rendered through the date of termination.

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

**ARTICLE 10. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES:**

Compensation for work performed by CONTRACTOR on COLLECTION SERVICES shall be on the basis of standard billing rates shown in the RFP "PRICE BID". The maximum yearly amount payable by the COUNTY for the COLLECTION SERVICES shall not exceed \$709,320.00, which is full payment for a complete scope of services. Invoices for payment shall be submitted to COUNTY by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The CONTRACTOR may submit to the COUNTY, a monthly invoice, in a form acceptable to the COUNTY and accompanied by all support documentation requested by the COUNTY, for payment and for services that were completed during the preceding calendar month. The COUNTY shall review for approval of said invoices. The COUNTY shall have the right not to pay any invoice or part thereof, if not in the form agreed upon by the parties, if not properly supported, or if the costs requested or a part thereof, as determined by the COUNTY are reasonably in excess of the actual services rendered. The COUNTY shall pay the undisputed portions of an invoice, provided that the approval or payment of any such invoice shall not be considered a waiver of any rights of the COUNTY to recoup or back-charge for such payment upon further evidence that services were not performed per the terms of the AGREEMENT, and such payment shall not be considered to be acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall promptly pay the undisputed items contained in such invoices. At a minimum, each invoice shall include a narrative describing the total work accomplished. CONTRACTOR agrees that the compensation provided within shall be full and final settlement of all claims arising against the COUNTY for work done, materials furnished, cost incurred or otherwise arising out of this AGREEMENT and shall release COUNTY from any and all further claims related to payment for services and materials furnished in connection with this AGREEMENT. COUNTY and CONTRACTOR agree that in the event any AGREEMENT provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said AGREEMENT provision shall control. Notwithstanding the foregoing, the COUNTY shall not be responsible, or liable for any late payment interest or penalty.

**ARTICLE 11. PERSONNEL AND EQUIPMENT:** CONTRACTOR shall identify in writing a REPRESENTATIVE who shall have sole authority to represent CONTRACTOR on all manners pertaining to this contract.

CONTRACTOR represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this AGREEMENT, none of whom shall be employees of or have any contractual relationship with COUNTY. All of the services required hereunder will be performed by CONTRACTOR under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services. Written notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or subcontractor performing services on the COLLECTION SERVICES by CONTRACTOR. No changes or substitutions shall be permitted in CONTRACTOR'S key personnel or subcontractor as set forth herein without the prior written approval of the COUNTY. Changing of key personnel or subcontractor during the course of this PROJECT shall

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

constitute a cause for termination under the terms outlined in ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE of this AGREEMENT.

**ARTICLE 12. SUSPENSION OF WORK:** COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the Scope of Services, as same may be described, for such period of time as the COUNTY may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming from any delay resulting from such suspension.

**ARTICLE 13. DISPUTES:** Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this contract which is not disposed of by AGREEMENT shall be decided by the COUNTY REPRESENTATIVE. He shall reduce his decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the COUNTY REPRESENTATIVE shall be final and conclusive unless, within in 30 days from the date of receipt of such copy, CONTRACTOR mails or otherwise furnishes to the Director of Public Works a copy of a written appeal. The decision of the Director of Public Works for the determination of such appeal shall be final and conclusive. **Such final decision shall not be pleaded in any suit involving a question of fact under this Agreement, provided that any such decision is not fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal.** Pending any final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of the AGREEMENT and in accordance with the Director of Public Works' decision.

**ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE:** Either COUNTY or CONTRACTOR may terminate work in the event the other party fails to perform in accordance with the provisions of this AGREEMENT. Termination of this AGREEMENT is accomplished by 30 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid ITB without prior approval of COUNTY, shall constitute cause for termination. CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed on work as reasonably determined by COUNTY.

**ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY:** Notwithstanding any other provisions, COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to CONTRACTOR. If the AGREEMENT is terminated for convenience by COUNTY as provided in this article, CONTRACTOR will be paid compensation for those services actually performed to the satisfaction of the COUNTY. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

**ARTICLE 16. WAIVER OF BREACH:** The waiver by either party of a breach or violation of any provision of this AGREEMENT, shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provisions thereof.

**ARTICLE 17. INDEPENDENT CONTRACTOR:** CONTRACTOR shall perform the services under this AGREEMENT as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this AGREEMENT shall be interpreted or construed to constitute CONTRACTOR or any of its agents or employees to be the agent, employee or representative of COUNTY.

**ARTICLE 18. RESPONSIBILITY OF CONTRACTOR:** CONTRACTOR is employed to render a professional service only and any payments made to CONTRACTOR are compensation solely for such services rendered and recommendations made in carrying out the work.

**ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS/CONSULTANTS:** CONTRACTOR will undertake the PROJECT in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY'S employees, appointed committee(s) or other contractors and consultants. CONTRACTOR shall fully cooperate with such other related CONTRACTOR'S and COUNTY employees or appointed committees. CONTRACTOR shall provide within his schedule of work, time and effort to coordinate with other CONTRACTOR'S under contract with COUNTY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by COUNTY employees.

**ARTICLE 20. ACCURACY OF WORK:** CONTRACTOR shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve CONTRACTOR of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities.

**ARTICLE 21. REVIEW OF WORK:** Authorized representatives of COUNTY may at all reasonable times review and inspect work conducted under this AGREEMENT and amendments thereto. COUNTY may request at any time and CONTRACTOR shall produce progress reports of any work as performed under this AGREEMENT. Refusal by CONTRACTOR to submit progress reports shall be cause for COUNTY, without any liability thereof, to withhold payment to CONTRACTOR until CONTRACTOR complies with COUNTY'S request in this regard.

**ARTICLE 22. INDEMNIFICATION:** CONTRACTOR agrees to protect, defend, indemnify, and hold harmless COUNTY, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, and costs of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to the property or other rights of any person or persons to the extent caused by the negligent acts, errors, omissions or the willful or intentional acts of CONTRACTOR in the performance or its failure to perform the terms or requirements of the AGREEMENT, whether such injury, death, loss or damage results from any cause whatsoever. CONTRACTOR shall not indemnify, defend or hold harmless the COUNTY for the sole acts or omissions of employees, officers, or agents of the

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

COUNTY. CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONTRACTOR further agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**ARTICLE 23. CONFIDENTIALITY:** CONTRACTOR agrees that its conclusions and any reports are for the confidential information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this AGREEMENT to provide information to the public. Upon completion of this AGREEMENT term, all documents, reports, maps, data and studies prepared by CONTRACTOR pursuant thereto and any equipment paid for by COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and be delivered to the Director of Public Works.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this AGREEMENT shall not be presented publicly or published without prior approval in writing of COUNTY.

It is further agreed that if any information concerning the COLLECTION SERVICES, its conduct results, or data gathered or processed should be released by CONTRACTOR without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to CONTRACTOR, but should any such information be released by COUNTY or by CONTRACTOR with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this AGREEMENT.

**ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION:** CONTRACTOR agrees that Fulton County is the sole owner of all information, data, and materials (hereafter "Information") that are developed or prepared subject to this AGREEMENT. CONTRACTOR or any subcontractor is not allowed to use or sell such Information subject to this AGREEMENT for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of Public Works. All electronic files used on this PROJECT, which are by definition, any custom software developed by CONTRACTOR, or commercially available software procured by CONTRACTOR, pursuant to this AGREEMENT, (collectively, the "Software"), shall be turned over to the COUNTY for its use after termination hereof and CONTRACTOR shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by CONTRACTOR and registered in the name of the Director of the Department of

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

Public Works, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which CONTRACTOR has pre-existing proprietary rights and/or has otherwise been licensed to CONTRACTOR prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. CONTRACTOR agrees to provide at no cost to COUNTY any upgrades to any Software on this COLLECTION SERVICES which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the COLLECTION SERVICES, except in the case of commercial Software licensed to the COUNTY or Director. Any Information developed for use on this COLLECTION SERVICES may be released as public domain information by the COUNTY at its sole discretion.

**ARTICLE 25. COVENANT AGAINST CONTINGENT FEES:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an AGREEMENT or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONTRACTOR for the purpose of securing business and that CONTRACTOR has not received any non-COUNTY fee related to this AGREEMENT without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

**ARTICLE 26. INSURANCE:**

**1. Workman's Compensation Insurance** in accordance with the laws of the State of Georgia and in an amount not less than Five Hundred Thousand Dollars (\$500,000) per employee, Five Hundred Thousand Dollars (\$500,000) per occurrence, and Five hundred Thousand Dollars (\$500,000) per employee per disease.

**2. General Aggregate** in an amount not less than Two Million Dollars (\$2,000,000)

**3. General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and/ or property damages per occurrence.

**4. Comprehensive Automobile Liability Insurance**, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000) per occurrence.

**5. All Insurance** shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the PROJECT is accepted by COUNTY. If CONTRACTOR receives notice of non-renewal or material adverse change of any of the above coverage's, CONTRACTOR will promptly advise COUNTY in writing. Failure of CONTRACTOR to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverage's terminates AGREEMENT as of the date that CONTRACTOR should have given notification to COUNTY. If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

and maintained by CONTRACTOR, COUNTY will notify CONTRACTOR thereof within twenty (20) days of the date of delivery of such certificates to COUNTY.

CONTRACTOR will provide to COUNTY such additional information in respect of insurance provided by him as COUNTY may reasonably request. The right of COUNTY to review and comment on Certificates of Insurance is not intended to relieve CONTRACTOR of his responsibility to provide insurance coverage as specified nor to relieve CONTRACTOR of his liability for any claims which might arise.

**ARTICLE 27. PROHIBITED INTEREST:**

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

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

**ARTICLE 28. SUBCONTRACTING:** Except as identified in the RFP, Exhibit C entitled, - "Schedule of Intended Subcontractor Utilization," CONTRACTOR shall not subcontract any part of the work covered by this AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

**ARTICLE 29. ASSIGNABILITY:** CONTRACTOR shall not assign or subcontract this AGREEMENT or any portion thereof without the prior expressed written consent of COUNTY. Any attempted assignment or subcontracting by CONTRACTOR without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this AGREEMENT without the COUNTY having to provide prior notice to the CONTRACTOR for the termination to be effective. Termination shall be effective at the time of the unconsented assignment. CONTRACTOR binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

**ARTICLE 30. ANTI-KICKBACK CLAUSE:** Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT.

**ARTICLE 31. AUDITS AND INSPECTORS:** At any time during normal business hours and as often as COUNTY may deem necessary, CONTRACTOR shall make available to COUNTY and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this AGREEMENT.

It shall also permit COUNTY and/or representative of the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and

**[INSERT PROJECT NUMBER AND TITLE HERE]**  
**REQUEST FOR PROPOSALS**

---

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

**ARTICLE 32. ACCOUNTING SYSTEM:** CONTRACTOR shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. CONTRACTOR must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

**ARTICLE 33. VERBAL AGREEMENT:** No verbal AGREEMENT or conversation with any officer, agent or employee of COUNTY either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal AGREEMENT or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental AGREEMENT, approved by the COUNTY, and entered on the Minutes of the Board of Commissioners.

**ARTICLE 34. NOTICES:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to COUNTY, shall be addressed as follows:

Angela Parker, Director  
Fulton County Department of Public Works  
141 Pryor Street, S.W., Suite 6001  
Atlanta, Georgia 30303

Notices to CONTRACTOR shall be addressed as follows:

**ARTICLE 35. JURISDICTION:** This AGREEMENT shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect.

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

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

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

Section 36.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by, or on behalf of, CONTRACTOR state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.3 CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 37. FORCE MAJEURE:** Neither COUNTY nor CONTRACTOR shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve CONTRACTOR from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

**ARTICLE 38. OPEN RECORDS ACT:** The Georgia Open Records Act, O. C.G.A. Section 50-18-70 et seq., applies to this AGREEMENT. The CONTRACTOR acknowledges that any documents or computerized data provided to the COUNTY by the CONTRACTOR may be subject to release to the public. The CONTRACTOR also acknowledges that documents and computerized data created or held by The CONTRACTOR in relation to the AGREEMENT may be subject to release to the public, to include documents turned over to the COUNTY. The CONTRACTOR shall cooperate with and provide assistance to the COUNTY in rapidly responding to Open Records Act requests. The CONTRACTOR shall notify the COUNTY of any Open Records Act requests no later than 24 hours following receipt of any such requests by the CONTRACTOR. The CONTRACTOR shall promptly comply with the instructions or requests of the COUNTY in relation to responding to Open Records Act requests.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**[INSERT PROJECT NUMBER AND TITLE HERE]  
REQUEST FOR PROPOSALS**

---

**WITNESS WHEREOF**, each of the parties hereto has caused **AGREEMENT** to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**ATTEST:**

\_\_\_\_\_

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

Seal (Affix)

**VENDOR:**

By: \_\_\_\_\_

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

President

**ATTEST:**

\_\_\_\_\_

Clerk of Commission

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_

Karen Handel  
Chairman, Board of Commissioners

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Office of County Attorney

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_

Angela Parker  
Director of Public Works