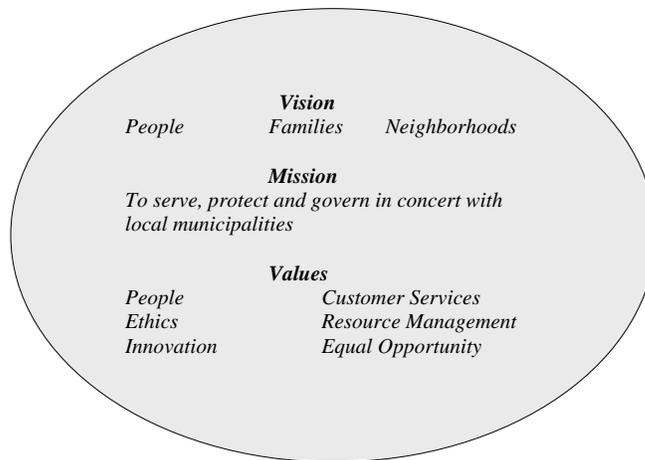




FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. #05RFP45291A-TD**

**COMPREHENSIVE OPERATION AND MAINTENANCE
SERVICES FOR JUVENILE COURT, MECHANICSVILLE
LIBRARY AND MEDICAL EXAMINERS OFFICE**

**FOR
GENERAL SERVICES DEPARTMENT**

**PRE-PROPOSAL CONFERENCE: 1:30 P.M., Thursday, September 8, 2005
RFP DUE TIME AND DATE: 11:00 A.M., Thursday, October 6, 2005
PURCHASING CONTACT: Toni Darden at (404) 730-7916
E-MAIL: toni.darden@co.fulton.ga.us**

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

RFP#05RFP45291A-TD
Comprehensive Operation and Maintenance Services for Juvenile Court, Mechanicsville
Library and Medical Examiner Office

REQUEST FOR PROPOSALS
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SECTION 1 **INTRODUCTION**

1.1 OVERVIEW

The purpose of this Request for Proposal (“RFP”) is to provide Fulton County, Georgia (“County”) with **COMPREHENSIVE OPERATION AND MAINTENANCE SERVICES FOR JUVENILE COURT, MECHANICSVILLE LIBRARY AND MEDICAL EXAMINERS OFFICE.**

An essential element of this RFP to ensure that the County receives submittals from well qualified Proposers with demonstrated experience in providing facility operation maintenance services of facilities of similar scope and size. In addition, the County is seeking to gain adequate information from Proposers which the County may use to evaluate the service capability of the Proposers and their personnel to provide a basis for awarding a contract.

Through the issuance of this RFP the County is soliciting proposals from qualified Proposers to provide facility operation and maintenance services for the buildings listed in **Exhibit 2.**

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.27 and 3.28, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.

Based on the results of the evaluation, the County will award the Service Contract to the Proposer with the highest score based on the evaluation factors set forth in the RFP and with final approval from the Fulton County Commission.

1.2 DESCRIPTION OF THE CONTRACT SERVICES

This project involves management, supervision, labor, materials, supplies, spare parts, tools, equipment, scheduling and coordination, all required for effective and economical operation, preventive maintenance, predictive maintenance, corrective/repair maintenance and approved work projects for the facility grounds and building systems. The facility grounds and building systems associated with this contract are outlined in **Exhibit 2.**

Proposer will be responsible for all costs involved with operations and preventive and predictive maintenance. Costs involved for corrective/repair maintenance shall be reimbursed as described in Section 3.9.2 based on the actual cost involved.

1.3 PURCHASING – THE RFP

This document and supporting documents can also 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 at the Fulton County Juvenile Court Building at 395 Pryor Street, Atlanta, Georgia 30303, at **1:30 P.M. on Thursday, September 8, 2005**. A **MANDATORY** walk-through of the facilities will immediately follow the Pre-Proposal Conference.

1.5 SPECIAL INSTRUCTIONS TO PROPOSER

1.5.1 The **walk through** will consist of all the buildings referenced in this RFP. Attendance at the walk-through is **MANDATORY** for anyone responding to this RFP. This will be the only walk through opportunity before submitting proposals.

FAILURE TO ATTEND THIS WALK THROUGH WILL RENDER THE PROPOSER INELIGIBLE FOR CONSIDERATION, EVEN IF THE VENDOR SUBMITS A PROPOSAL.

1.5.2 A list of installed items is attached in **Exhibit 3**. The County’s intent is to provide the Proposer with as much information as possible. However, the Proposer shall verify and/or supplement the information as required during the walk through or through ‘Requests for Clarification’ submitted to the Purchasing Department for processing per the schedule listed herein. The information provided by Fulton County is accurate to the “best of our knowledge” and cannot be used to negotiate changes to the contract during the contract period. It is the vendor’s responsibility to validate “as is” conditions and quantities of installed items.

1.5.3 If the Proposer wants to review facility construction documents/drawings for any of the facilities, they may at the time of the mandatory walk through make a request for document review.

Purchasing Department will establish a date, time and place for all requesting parties to review any and all available facility drawings. The drawings will not be duplicated or released due to the secure nature of the facility.

1.6 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 **Thursday, October 6, 2005 at 11:00 A.M.**, legal prevailing

time. All submitted proposals will be time and date stamped according 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.

1.7 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date 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.

1.8 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Toni Darden, Assistant Purchasing Agent at phone number (404) 730-7916, fax (404) 224-1034, and email address toni.darden@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.

SECTION 2

INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT/DEFINITIONS

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

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

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

ASHRAE – American Society for Heating, Refrigeration and Air-conditioning Engineers

Contract Administrator (CA): Person appointed by the General Services Department to monitor, control and evaluate the activities covered by this contract

County – Fulton County Government and its authorized representatives

Emergency Services – Attending to call(s) originating from any and all of the tenants in an effective way so that any difficulty arising from the emergency is alleviated. This also includes safety, all record keeping and reporting requirements

FMC – Facility Maintenance Contractor This will be the successful vendor with whom the County signs a contract for the work described in the RFP

FMM – Facility Maintenance Manager. He/She will represent the FMC in the facility.

General Services Department (GSD): The department of Fulton County directly responsible for the maintenance and operation of building systems covered by this contract

Maintenance – The recurring day-to-day work required to preserve or restore the facility grounds, building systems and equipment to a condition that it may be effectively utilized for its designed purpose. This also includes management, safety, security, record keeping and reporting requirements

Meggering – This is the process of measuring the insulation value of the motor winding using an instrument commonly called a “meggar”. (Also referred to as ‘Megger’)

MTBF - Short for Mean Time Between Failures, the average time a device will function before failing. MTBF ratings are measured in thousands of hours and indicate the sturdiness of the equipment.

NEMA – National Electrical Manufacturers Association

Operation – Performing the necessary procedures, including manual control, attendance, and the supervision to affect the performance of the designed function of the building systems and equipment. This also includes all record keeping and reporting requirements

Owner – Fulton County Government

PPM – Preventive and Predictive maintenance

Predictive Maintenance - The programmed of replacement of devices, parts, components, fixtures and / or sub-component to ensure that the building systems and equipment perform as designed and avoid an expected failure. This also includes all safety, record keeping and reporting requirements.

Preventive Maintenance – The process of performing daily functions or procedures that ensure the buildings, systems and equipment perform as designed. These includes but are not limited to; daily walk-thru, checking, verifying and adjusting systems and equipment. This also includes safety, all record keeping and reporting requirements.

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

QCI - Quality Control Inspections

QCP – Quality Control Program

Repair – Restoring facility grounds or building system or component to its original intended operation or use. This also includes all record keeping and reporting requirements

RFP – (Request for Proposal) A formal solicitation for goods or services valued at \$50,000 or more.

Technical Requirements – All the services specified, indicated, shown, or contemplated by the Contract. The Contractor will furnish 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.

Uninterrupted Power Supply (UPS): Equipment and System that provides continuous power supply for a designed duration in the event of failure of power supply from the utility company

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

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations or information 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 **Monday, September 12, 2005 at 5:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Department of Purchasing
Attn: Toni Darden, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: toni.darden@co.fulton.ga.us
Fax: (404) 224-1034**

RE: RFP #05RFP45291A-TD

**Comprehensive Operation and Maintenance Services for Juvenile Court,
Mechanicsville Library and Medical Examiner Building.**

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 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. 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 one (1) year. The County reserves the right to exercise four (4) one (1) year renewal options, subject to approval by the Fulton County Board of Commissioners (BOC), available funding and satisfactory performance evaluations.

2.5.1 To facilitate ease of management, the award will not be split.

2.5.2 The selected Proposer will commence work immediately after fulfilling the requirements in 2.5.3, 2.5.4 and 2.5.5 apart from meeting all the legal and documentation requirements that may be suggested by Purchasing and Contract Compliance Departments.

2.5.3 Within ten (10) days of signing of the contract or receipt of purchase order, the successful Proposer will be invited to take part in a “kick off” meeting with the General Services Department (“GSD”) authorized representatives.

2.5.4 The meeting will be conducted by the Contract Administrator (“CA”) appointed by GSD.

2.5.5 The kick off meeting will discuss and detail the procedures for accomplishing the objectives of this Contract. The decisions made during the kick off meeting will be binding on both parties.

2.5.6 During the kick off meeting the successful Proposer shall provide the list of personnel who will be assigned to this Contract.

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
- Non-Collusion Affidavit of Prime Bidder
- Non-Collusion Affidavit of Subcontractor
- Certification Regarding Debarment
- 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/three members from General Services Department and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by 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 Contractors on the project must perform no less than fifty-one percent (51%) of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Agent identified in Section 1.8 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg., 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

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

2.15 CONFIDENTIAL INFORMATION

If any proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label

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

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

2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a proposal, agrees to be bound by any modifications made by the County.
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the proposals.

-
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
 - The County may request Proposers to send representatives to the County for interviews and presentations.
 - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting proposal(s), which are found to be reasonably susceptible for award.
 - The County reserves the right to discontinue negotiations with any selected Proposer.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the proposals without further cost to the County.
 - The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any proposal and to observe and investigate the operations of such facilities.
 - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.18 TERMINATION OF NEGOTIATIONS

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

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

#05RFP45291A-TD
**Comprehensive Operation and Maintenance Services for Juvenile Court,
Mechanicsville Library and Medical Examiner Building.**

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:

Toni Darden, Assistant 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.

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7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
 8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
 9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

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

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.

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14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
 15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
 22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

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23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a 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 the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

SECTION 3
PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All proposals, including all exhibits, must be received by the County in a sealed package no later than **Thursday, October 6, 2005 at 11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS RFP #05RFP45291A-TD
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303

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

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

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS

#05RFP45291A-TD
Comprehensive Operation and Maintenance Services for Juvenile Court,
Mechanicsville Library and Medical Examiner Building.

**[Technical or Price] Proposal
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit one (1) original and three (3) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK/TECHNICAL REQUIREMENTS

The Facility Maintenance Contractor (hereafter referred as 'FMC') will provide all managerial, administrative and technical functions for the effective and timely accomplishment of the technical requirements described below. The scope of work includes all, but not limited to, operation preventive and predictive maintenance and emergency services for the building and building systems in the facilities listed in **Exhibit 2**. The contractor shall be fully responsible for providing customer service, quality control and all other services listed herein.

The results of the work performed under this contract will conform to the quality requirements and the County expects that upon daily or periodic inspections that these minimum standards are met or exceeded.

3.3.1 Basic services shall include:

- Facilities Maintenance: day-to-day management
- Operation and Maintenance of Electrical, Mechanical and HVAC Equipment
- Architectural, Structural and Mechanical Maintenance of building including doors, windows and gate systems.
- Carpet repair
- Appliance repair including repair of kitchen and break room equipment.

All equipment must have a Fulton County ID number attached.
(Kitchen hood, water coolers, ice machines, refrigerators and micro wave ovens)

- Court Audio and video systems including CCTV.
- Roof and roof components
- Plumbing and grease trap maintenance
- Fire extinguishers
- Fire alarm and Fire suppression system, including fire sprinklers
- Exterior lighting including lighting in the parking lot.
- Lock and locksmith services including security locks and electronic locks
- Intrusion Alarm Systems
- Any system not specifically excluded in 3.3.2 below.

Refer to **Exhibit 2** for a complete listing of Building Systems and Grounds and their associated services covered under this contract.

3.3.2 Services not included:

- Janitorial Services
- Elevators and vertical transportation systems
- Landscape Maintenance
- Vector Control
- Furniture, Office supplies
- Networking and Telecommunication services
- Personal computers (except those utilized in operations of building systems –i.e. security, fire alarm, life safety,...)
- Telephone systems
- Inmate imaging and data collection system
- Radio system
- Medical equipment
- Repairs to vandalized systems and components of building systems (see section 3.19.8)

3.3.3 Services, Supplies, Materials and Equipment to be furnished by FMC

- The FMC must furnish all tools, spare parts, direct and indirect material and man power required to perform work under this contract
- All personnel working for the FMC in the facility must wear uniforms and identifying tags as outlined in Paragraph 3.4.9 If the FMC uses a vehicle in the premises, that vehicle shall have the FMC's name and/or company logo painted on the back and on each side of the vehicle.
- General Services Department ("GSD") will be responsible for the payment for the supply of water, electricity and natural gas. However, if there is any interruption in the supply of any/all of the above utilities, the FMC will coordinate with the respective utility vendors and ensure early

resumption of utilities.

- 3.3.4 All employees assigned to the facility under this contract must pass (1) a drug and alcohol test and (2) back ground check conducted by GSD and the Sheriff department.

3.4 ORGANIZATIONAL REQUIREMENTS

- 3.4.1 The successful Proposer will provide a full-time on-site Facility Maintenance Manager (here after referred to as "FMM") who will be responsible to a Contract Administrator ("CA") designated by the GSD.

- 3.4.2 The FMM will be supported by qualified and experienced technicians exclusively assigned to these facilities for the duration of the contract. The FMM must have access to the publications listed in **Exhibit 4** for reference regarding minimum procedures for job accomplishment.

- 3.4.3 The FMC will provide a minimum of one (1) Facility Maintenance Manager, one (1) HVAC Technician, one (1) Plumber, and two (2) Building Mechanics on a full time basis. Qualifications for these positions are identified in Section 3.5.

3.4.3.1 The labor strength indicated in 3.4.3 is only the minimum required for the facility. The contractor must staff the organization sufficiently to meet other Preventive and Predictive Maintenance and repair requirements.

3.4.3.2 Having the minimum staff strength as shown above is only one of several points of assessment of the contractor performance. This is a necessary requirement, but this alone is not sufficient to ensure a 'satisfactory' assessment of the performance.

3.4.3.3 Since some of the facilities included in this scope of work have a 24/7 operation the Proposer must provide a Staffing Plan that shows the number of staff and their discipline for each shift. This Staffing Plan must address weekends, emergencies, holidays and natural disasters.

- 3.4.4 At least one (1) employee on each shift must be trained on the operation and emergency shut down of all fire protection and fire alarm systems.

- 3.4.5 All maintenance personnel assigned to this contract must be stationed in the facilities continuously during the term of the contract.

- 3.4.6 FMC shall not assign trainees to meet minimum staff requirements or rotate the staff among other business units that FMC may have.

- 3.4.7 All employees of the FMC will be required to comply with sign-in and

sign-out procedures. GSD must have access to all records indicating the hours worked by each employee. The attendance and absence of personnel assigned must be recorded accurately and must be available for auditing by the GSD, CA or other authorized staff.

- 3.4.8 If any of the permanently assigned staff is absent for a day, part of a day or for a specific period, FMC must inform the CA immediately and provide information on the workload impact and any alternate staffing solution implemented.
- 3.4.9 All employees of the FMC must wear uniform with the company logs clearly visible from the front and must in addition wear General Services Department issued photographic identification badges at all times when on-site at any of the facilities. These badges are to be the official form of identification for all employees when on site and are only to be issued by the General Services Department.
- 3.4.10 All full time contract employees must be on-site for a minimum of forty (40) hours in a week. All hours must be spent on site, except as otherwise agreed to by both CA and FMC. The contractor's schedule will be modified only upon the parties' mutual agreement.
- 3.4.11 The FMM will be responsible for ensuring that the contracted services and work provided, performed and completed are in compliance with the contract requirements and in a manner that is satisfactory, timely and acceptable to the County.
- 3.4.12 The FMM must have the authority to act on behalf of the FMC. All communications given to the FMM shall be as binding as if given to the FMC.
- 3.4.13 During all periods of absence from the site the FMM must designate personnel who are authorized to act on his behalf during his absence and inform the CA.
- 3.4.14 The FMM will be responsible for scheduling periodic walk through inspections and discussing non-performance issues with the CA.
- 3.4.15 The FMM will be responsible for maintaining and submitting an accounting of all activities connected to facility maintenance for auditing purposes.
- 3.4.16 If sufficient expertise is not available within the maintenance organization to repair or maintain any of the systems or sub-systems within this Contract, the FMC will subcontract the task when needed or as directed by the CA.
- 3.4.17 The FMC must obtain prior written approval from the CA or Central Fulton Area Manager for any of the following:

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- 3.4.17.1 Changes to hardware and/or software settings of the building controls and automation, CCTV or Court Audio/Video systems.
 - 3.4.17.2 Making any modifications/alterations to any mechanical, electrical or structural items in the buildings.
 - 3.4.17.3 Making any changes in the security and lock systems related to inmate lock up, including making of additional keys.
 - 3.4.18 Some of the building systems and components may be under warranty. The FMC shall acquaint himself with such warranty details and coordinate repair with the guarantor when warranty repairs do arise.
 - 3.4.19 The FMC must use the existing Computerized Maintenance Management System (“CMMS”) and process and procedures to document all repair and maintenance activities (see Section 3.8 for details). The FMC **shall not** use any other CMMS to document repair and maintenance activities.

3.5 CONTRACTOR QUALIFICATIONS

- 3.5.1 FMC must provide documentation to support compliance with all requirements under this section. The Contractor must have a minimum of seven (7) consecutive years of facility maintenance experience, five (5) of which must be in a facility of size comparable to the facilities listed.
 - 3.5.1.1 The FMM must have at least seven (7) years of experience, with at least four (4) recent years in maintaining a facility of size equivalent to the facilities listed.
 - 3.5.1.2 HVAC Technician must have training obtained from the National Institute for Certification in Engineering and Technology (NICET) or from an equivalent institution, or from a manufacturer of HVAC equipment and, in addition, must possess universal certification under EPA mandatory technician certification as required by 40 CFR Part 82, Subpart F.
 - 3.5.1.3 HVAC Technician must have at least five (5) years of demonstrated experience in maintaining, repairing and troubleshooting HVAC equipment in a large commercial or industrial building.
 - 3.5.1.4 HVAC Technician must be competent in troubleshooting the HVAC control system based on the data provided by the Building Automation System

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- 3.5.1.5 Plumbers assigned must be trained, licensed by the State of Georgia, and experienced in large building systems.
 - 3.5.2.1 The Plumbers must have five (5) years experience in installation and repair of plumbing systems, including back-flow prevention and grease trap maintenance, in large commercial or industrial buildings.
 - 3.5.2.2 The Building Mechanics assigned must have training in an industrial training institution in one (1) or more trades like carpentry, masonry, steel working, millwright etc. or equivalent experience.
 - 3.5.2.2.1 Building Mechanic must have at least five (5) years experience in a large commercial or industrial building.
 - 3.5.2.2.2 Building Mechanic must have adequate knowledge in identifying problems related to building systems, especially carpentry, wood working, doors and windows, and locks smith.
 - 3.5.2.3 Technician responsible for maintenance of Fire Protection system as required in Section 3.4.4 must possess NICET Level 2 certification in Inspection and Testing of water based systems.

3.5.3 **SUB-CONTRACTORS**

The FMC as Prime Contractor must perform no less than fifty-one percent (51%) of the total contract dollar value. If the FMC proposes a sub-contractor, the trades or crafts must be clearly indicated in the proposal. The Contractor also must submit a letter of intent in Form C and Form D in the case of each sub-contractor.

- 3.5.3.1 The FMC must ensure that all requirements of this contract are enforced in all sub contracts.
- 3.5.3.2 The FMC must perform all preventive maintenance work, except the type of work which requires special skill or licensing, with their in-house personnel.
- 3.5.3.3 The FMC may sub-contract preventive maintenance of control and monitoring equipment, fire extinguisher inspection, fire sprinkler tests, fire alarm system inspection, kitchen exhaust maintenance and water treatment.

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- 3.5.4 Where a mandatory license or certification is required for carrying out a work and if the FMC is not utilizing a licensed/certified sub-contractor for the work, the FMC must submit documents to prove that they are licensed or certified to perform the work.
 - 3.5.5 The FMC shall comply with Fulton County's MFBE program as described in the attachment to this document.
 - 3.5.6 The FMC must be prepared to execute a contract, keep a proposal bond, and on awarding the contract, a performance bond.

3.6 HOURS OF OPERATION

Normal hours of operation for the facilities covered by this RFP are as follows:

Judge Romae T Powell Juvenile Justice Center

- 3.6.1 Maintenance services must be provided 24 hrs a day 7 days a week.
- 3.6.2 FMC must keep sufficient number of technicians on duty for continuous coverage of all the facilities during the operating hours of each facility for the Monday through Friday schedule. For Saturday, Sunday and Holiday schedules, the FMC must provide sufficient staff to provide the required level of services.
 - 3.6.2.1 In addition to this basic requirement the FMC must respond to any technical requirement by employing on-call technicians who can respond to emergency situations within sixty (60) minutes (see Section 3.7).
 - 3.6.2.2 The response to on-call is a part of the contract and will not be considered eligible for charge back , over time or sub-contractor surcharges.
- 3.6.3 The Holidays applicable will be those applicable to the County. FMC will be provided a list of holidays recognized for the year, at the beginning of the contract period.

3.7 SERVICE CALLS

A Service Call is a report by building occupants, GSD staff, or other interested parties of a mechanical, fire protection, electrical, plumbing, building system or architectural/structural malfunctioning and/or a related maintenance problem and the FMC's subsequent response to and correction of the problem.

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- 3.7.1 Service Calls include any needed maintenance repairs requiring three (3) hours or less of labor and no more than \$200 in parts and material. Repairs exceeding these requirements will be classified as maintenance repairs.
 - 3.7.2 The FMC must respond to service requests originating from customers authorized by the GSD to place service requests and from GSD's Customer Service Center (CSC).
 - 3.7.2.1 All service requests whether originating from the Customers or from GSD's Customer Service Center must be documented in then CMMS used by the GSD.
 - 3.7.2.2 When service requests are received directly from authorized customer/s the FMC must call-in/fax-in the information to the CSC and obtain authorization to proceed on a Work Order.
 - 3.7.2.3 Calls that originate between 7 PM and 7 AM must be routed to a dedicated telephone number and shall be responded by a technical person on-call.
 - 3.7.3 FMC must respond to service calls as follows:
 - 3.7.3.1 **Emergency** calls are those which cause immediate danger to personnel and property, including, but not limited to, broken water pipes, power outages, fire and problems which may result in fire, gas or oil leaks and situation that may result in breach in security of the inmate housing system.
 - 3.7.3.2 **Emergency** calls may be responded to within sixty (60) minutes to correct situation or reduce it to a High Priority status.
 - 3.7.3.3 **High Priority** is a situation in which a timely response is important. However, property or safety is not immediately threatened. Response time is two (2) hours.
 - 3.7.3.4 **Scheduled** is a situation in which work can be scheduled for a future date. The work must be performed during normal operating hours as much as is practical. Response time is within five (5) days.

3.8 COMPUTERIZED MAINTENANCE MANAGEMENT

GSD makes use of a Computerized Maintenance Management System (CMMS). FMC is required to use this system for all transactions.

- 3.8.1 FMC will create a work request for all maintenance work initiated by the

FMC or initiated by the customer.

- 3.8.2 When work is completed the FMC must enter the date and time the work was completed, name of those who worked on the job, duration of work and final result of the repair/maintenance job into the CMMS.
- 3.8.3 FMC must schedule all Preventive and Predictive Maintenance tasks (PPM) in to the system within two (2) months of commencement of contract. PPM program must be followed up using the CMMS and proper record must be maintained for audit purpose.
- 3.8.4 Complying with the procedural requirements of CMMS is an essential part of the Contract and any failure to comply shall lead to termination of contract.

3.9 OPERATIONAL REQUIREMENTS: DEFINITIONS

- 3.9.1 Comprehensive Maintenance – The recurring day-to-day, periodic, or scheduled work required to preserve, repair and/or restore the facility and equipment to a condition such that it may be effectively utilized for its designated purpose.
- 3.9.2 Repair – This is work classified as that effort required for restoring equipment, or systems, to a proper working condition.
 - 3.9.2.1 The FMC is responsible for accomplishing all repair work for which the cost of labor, equipment, parts and materials is expected to be \$2,500.00 or less. This dollar threshold applies to each individual repair job or replacement that may be required.
 - 3.9.2.2 Any repair work estimated to cost of labor, equipment, parts and materials is expected to be more than \$2,500 but less than \$10,000 might be accomplished by the FMC. GSD reserves the right to have these types of services performed by outside sources. The FMC will remain responsible for the first \$2,500.
 - 3.9.2.3 The FMC must be prepared to perform any pair/replacement where the cost of labor, equipment, parts and materials is expected to exceed \$10,000. The FMC will **NOT** be responsible for the first \$2,500 in this case. GSD reserves the right to have these types of services performed by other sources.

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- 3.9.2.2 In cases where equipment, or system, are beyond their useful life, the County will reimburse the FMC for the replacement costs, provided the FMC was not negligent in upkeep of the equipment or system in question.
 - 3.9.2.3 In all such cases, the County, and FMC, must have agreed to the procedure and costs prior to the work being carried out.
 - 3.9.2.4 These charges as agreed must be billed, in detail, indicating the material and labor cost separately.
 - 3.9.2.5 All replacement items must be identified, and listed, in a separate section entitled "beyond useful life equipment or systems replacement report". For future referral and/or reference, an appropriate reference must also be reflected within the personal computer based maintenance management system (CMMS).
- 3.9.3 Labor: The manpower required, and associated costs, covered under the comprehensive maintenance services contract between the FMC and Fulton County.
- This is to include, but is not limited to, the manpower required for preventive and predictive work. This is also to include the process needed to provide the recording, record keeping, and reporting process of this task.
- 3.9.4 Plant Operation: The process of carrying out the necessary procedures, including manual control, attendance, and supervision, to affect the performance of the designed function of the facility and equipment. This is also to include the process needed to provide the recording, record keeping, and reporting process of this task.
- 3.9.5 Requisitioned Services: Other non-designated maintenance services that may be required for plant operations, including the renovation, alteration, or building modification, authorized in writing by the county, before the work begins.

OPERATIONAL REQUIREMENTS: PARAMETERS FOR OPERATION

Building systems must be operated in an energy efficient manner to provide the following environmental conditions:

- 3.9.6 Temperatures will be maintained to maximize customer satisfaction.

Specific operational parameters will be determined by GSD's Project Manager in consultation with building occupants. These set points are required to be maintained and recorded by FMC.

- 3.9.7 Outside air will be used to the maximum during moderate seasons based on outside temperature and humidity conditions.
- 3.9.8 During working hours in periods of heating and cooling provide ventilation in accordance with ASHRAE Standard 62, "Ventilation for acceptable Indoor Air quality" where physically practical. Where not physically practical, provide maximum allowable ventilation and pursue opportunities to increase ventilation to current standards of ASHRAE.
- 3.9.9 Domestic hot water will be provided at 105 degrees F at point of use.
- 3.9.10 Lighting system shall be maintained to achieve the following minimum levels during occupancy:
 - (a) Public areas within the building – 10 foot-candles
 - (b) Normal workstations – 50 foot-candles
 - (c) Reading areas – 100 foot-candles
 - (d) General work areas – 50 foot-candles
 - (e) Court rooms – 200 foot-candles
 - (f) Storage areas – 10 foot-candles

Lighting necessary for safety and security shall remain on during hours of non-occupancy. All other lights shall be turned off during hours of non-occupancy.

- 3.9.11 While re-lamping, FMC will replace existing fluorescent tubes, compact fluorescent lamps and ballasts with lights and ballasts of like wattage and design. Maximum wattage of fluorescent lamps shall not be more than 32 watts.
- 3.9.12 FMC must dispose of damaged fluorescent lamps and ballasts in accordance with EPA regulations for disposal of environmentally hazardous material.
- 3.9.13 All electric motors considered for replacement shall meet NEMA MG specification and shall satisfy NEMA MG -10 and NEMA MG -11 efficiency ratings.
- 3.9.14 Ventilators shall be adequately filtered during hours of occupancy to assure a safe and healthy environment.
- 3.9.15 Running tests of any equipment shall be performed only if:
 - (a) Such a test will not cause interruption in the operation of the

-
- facility
 - (b) Such tests will not cause any breach of security
 - (c) Such tests will not cause an increase in the monthly demand cost.

3.9.16 Environmental conditions in special areas, like the library, laboratory and computer rooms, shall be maintained to meet the functional requirements of the space. This includes, but is not limited to, maintenance of negative pressure and use of HEPA filters in medical isolation areas.

3.9.17 Maintenance and Operation activities are further governed by the conditions given in the applicable EPA/ASHRAE/NFPA publications. A list of applicable publications is given as **Exhibit 4**.

3.10 PREVENTIVE MAINTENANCE REQUIREMENTS

The FMC shall develop and implement the Preventive Maintenance (PM) program in coordination with the GSD for each equipment identified for PM. The PM program shall include all, but not be limited to, periodic inspection, testing, cleaning, lubrication, adjustment, filter cleaning and replacement and necessary parts and repairs to keep the equipment and systems in optimum operating condition

3.10.1 A comprehensive PM program, taking into consideration the manufacturer's recommendations, must be finalized in consultation with the representatives of GSD within one (1) month of date of issue of Notice to Proceed.

3.10.2 Any failure in accomplishing PM targets will adversely affect the performance evaluation for that period.

The following types of equipment have been identified by the GSD for carrying out PM. The FMC will verify the equipment installed and identify any equipment requiring PM that has not been identified by GSD. Equipment thus identified by the FMC will be submitted to GSD for inclusion in the maintenance contract as a change order.

3.10.3 Chillers

Monthly preventive maintenance checks on gauges, temperature and motor conditions. FMC shall replace filters, belts and other components that wear, at this time.

3.10.3.1 Annual maintenance of chillers must be undertaken by a FMC/agency authorized carry out such work by the manufacturers. The FMC may perform the annual maintenance of the chillers if the personnel on their staff have at least five (5)

years of experience in overhauling chillers, with documented training on the chillers installed on the specific site.

3.10.3.2 Annual maintenance of chillers will include opening the vessel, cleaning the tubes, testing the oil and refrigerant, checking and meggaring the motors, calibrating protective relays and reporting the results. Eddy current and vibration tests are required every two (2) years.

3.10.3.3 FMC will provide GSD with detailed reports during and after the annual maintenance. Any modification in the wiring, set up and assembly — including plugging leaking tubes in the chiller — shall be strictly subject to approval by GSD.

3.10.4 Air Handling Units, Fan Coil Units and Air Terminal Units

Inspection and maintenance will be performed once every three (3) months in accordance with procedures recommended by the manufacturer, or as specified in the Task sheets prepared by the GSD. The FMC must conduct monthly inspection of all condensate drip pans to ensure that they drain properly. The filters must be changed on the same schedule, every three (3) months.

3.10.5 Cooling Towers

Cooling towers shall be cleaned prior to commencement of cooling season. Cooling fans, circulation pumps and drive gear and shafts and bearings must be checked and re-greased every six (6) months per GSD task sheet or manufacturer recommendation.

3.10.5.1 The HEPA filters shall be inspected every month. The pre-filters shall be replaced every three (3) months. HEP filters shall be replaced every six (6) months.

3.10.6 Boiler/Water Heater/Furnace

Boilers/Water Heaters are required to be checked at every month for operational readiness. These must be serviced once every three (3) months per manufacturer recommendations/GSD task sheets.

3.10.7 Walk-in Coolers/Freezers

Performed once in every three (3) months and must include all tasks included in the task sheets.

3.10.8 Generators

All stand-by generators are required to be tested for operational readiness once a week. The tests shall be done in conjunction with UPS where installed. Generators and UPS systems where installed must, further, be checked once in every six (6) months. The checks must include condition of belts, cooling system, lubricating system and control system and other maintenance activities followed in the industry. The maintenance must include all tasks recommended by the manufacturer and described in GSD task sheets.

3.10.9 Fire System: Alarm, Sprinklers and Extinguishers

3.10.9.1 The Contractor shall provide inspection, maintenance, testing, repair and monitoring of Fire Alarms systems. Fire Alarm system must be tested once in a year and such tests must satisfy requirements in NFPA 72.

3.10.9.2 The Contractor shall provide inspection, maintenance, testing, and repair of water based fire protection system. Sprinklers and fire control system must be checked strictly as per NFPA 25 specifications and such tests must, in addition, comply with the requirements of Fulton County Risk Management Services.

3.10.9.3 There must be one (1) annual inspection of the sprinkler system and three quarterly testing of valves and Fire Pumps as required by Fulton County Risk Management Services.

3.10.9.4 All fire pumps are required to be tested for operation every week and documented on the fire pump log sheets.

3.10.9.5 Fire extinguishers are required to be tested and certified once a year as required in NFPA 10. All fire extinguishers must bear labels documenting these tests. A list of fire extinguishers must be identified and kept on-site in the FMM's office with a copy provided to GSD.

3.10.9.6 The FMC must maintain and make available for verification, the records of tests conducted on Fire Alarm and Fire Control systems and the Fire Extinguishers

3.10.10 Roof

Inspect and clean all the drains, gutters and downspouts at least once every six (6) months removing any and all debris inhibiting proper drainage.

3.10.11 Grease Traps

Grease traps must be pumped and the waste must be transported and disposed in accordance with the City of Atlanta ordinances and EPA requirements. The frequency of grease disposal shall not be less than once in two (2) weeks.

3.10.12 Kitchen hoods

Kitchen hoods must be cleaned once every six (6) months. Fire extinguishers and fire control system associated with the kitchen hood must be tested and certified once in every year as specified in Section 3.10.9.

3.10.13 Building and Life Safety and Security Systems

Inspect, test, maintain and repair building and life safety systems impacting personnel and physical safety to the level mandated by State and County laws. Such systems include elevators and escalators, switchgear, pressure vessels, boilers and fire control systems. FMC shall only employ qualified and licensed personnel for such work. Report of all such inspections shall be submitted to the GSD within thirty (30) days of completion of the tests.

3.10.13.1 Where inspections are carried out by Georgia Department of Labor (GDOL), FMC shall coordinate the mandated inspections through agencies appointed by GDOL.

3.10.13.2 FMC shall work with GSD and Fulton County Risk Management on yearly inspection of Pressure Vessels.

3.10.14 Equipment under warranty shall be maintained strictly as recommended by the manufacturer and in such a way that the warranty terms are not violated.

3.10.15 When any equipment scheduled for maintenance is to be opened or dismantled, the tenant and GSD shall be notified in writing sufficiently in advance to avoid any surprise interruptions in the facility operation.

3.10.16 FMC shall be responsible for reporting and repairing all defects found during the PM.

3.11 WATER TREATMENT

The FMC must contract with a qualified and licensed (licensed for pesticide application) water treatment vendor for water treatment services. This is to ensure that the water used in the air conditioning systems, including cooling towers, where used, is treated properly to prevent corrosion and or scaling in the tubes, growth of bacteria/algae, slime and other water borne hazards throughout the system.

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- 3.11.1 FMC must submit a detailed plan that includes the procedures and frequencies for water testing and treatment, within fifteen (15) days of award of Notice to Proceed.
 - 3.11.2 The FMC must have the water tested once every month by a qualified chemist. The chemist's report shall be available for GSD verification and include the details of required corrective action taken, if warranted.
 - 3.11.3 Cooling towers and condensate pans must be treated with suitable algaecides to prevent bacterial infection and growth
 - 3.11.4 FMC will document action taken through the CMMS in GSD.

3.12 ARCHITECTURAL AND STRUCTURAL MAINTENANCE AND REPAIR WORK

- 3.12.1 The FMC is responsible for accomplishing all repair work for which the cost of labor, equipment, parts and materials is expected to be \$2,500.00 or less. This dollar threshold applies to each individual repair job or replacement that may be required.
- 3.12.2 Any repair work estimated to cost of labor, equipment, parts and materials is expected to be more than \$2,500 but less than \$10,000 might be accomplished by the FMC. GSD reserves the right to have these types of services performed by outside sources. The FMC will remain responsible for the first \$2,500.
- 3.12.3 The FMC must be prepared to perform any repair/replacement where the cost of labor, equipment, parts and materials is expected to exceed \$ 10,000. The FMC will **NOT** be responsible for the first \$2,500 in this case. GSD reserves the right to have these types of services performed by other sources.
- 3.12.4 Except in emergency situations, the FMC shall commence the work only after obtaining written GSD approval.
- 3.12.5 FMC shall provide all labor, equipment and materials necessary to perform all architectural and structural maintenance and repairs to the interior and exterior of the facility including, but not limited to:
 - (a) Exterior walls
 - (b) Roof, flashings and skylights
 - (c) Chimneys, ventilators and other roof penetrations
 - (d) Gutters, downspouts, splash blocks and overhangs
 - (e) Windows and doors including overhead doors
 - (f) Patios, interior and exterior stairways.
 - (g) Interior and exterior walls

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- (h) Floor coverings including concrete floors
 - (i) Hardwood flooring, carpeting (excluding carpet cleaning), ceramic tile, ceilings, Venetian blinds and shades
 - (j) Toilet fixtures and piping
 - (k) Locksmith services including security locking system
- 3.12.6 Major roof repair or replacement is **NOT** a part of this contract. However the FMC must be prepared to carry out inspections and minor repairs on the roof when called for.
- 3.12.7 FMC shall perform touch-up painting to the interior and exterior of the facility as required in the accomplishment of maintenance and repair work.
- 3.12.8 FMC shall maintain power doors, such as garage and loading ramp door, revolving doors, sliding or swinging doors and adjustable loading ramps in a safe and usable condition.
- 3.12.9 FMC shall assist building occupants in obtaining access to office space if locked out. Access shall be given to building occupants only after securing approval from GSD.
- 3.12.10 FMC must furnish lock smith services for routine installation and removal of lock sets and tumblers, duplication of keys, repair of defective lock sets, opening doors, lockers and safes in the event of lost keys and changing of combination of all existing locks.
- 3.12.10.1 Re-keying, duplication of keys and similar activities that affect the security of the facilities must be done in consultation with the CA only.

3.13 CARPETS

FMC shall be responsible for carpet repair in the facilities covered by this contract. Replacement of carpet is not a part of this contract. However, FMC must be prepared to replace the carpet, if required by the tenant and approved by GSD/Sheriff Department. FMC will be compensated for carpet replacement approved by GSD in advance.

- 3.13.1 FMC will be responsible for minor carpet repairs. Minor carpet repair is defined as contiguous sixteen (16) square yards. The repair must be performed in accordance with industry standards.
- 3.13.2 FMC shall supply all material, tools and equipment required for all repairs.

3.14 APPLIANCE REPAIR

The FMC shall be responsible for repairing appliances used in the kitchen and else where within the facility.

- 3.14.1 FMC shall repair appliances having county ID including those used in the kitchen.
- 3.14.2 FMC, however, shall not be responsible for repairing any privately owned appliance used in the facility.

3.15 ELEVATORS

Elevator maintenance and repair is NOT included in the scope of this contract. However FMC shall be responsible for carrying out the following routine inspections and shall satisfy the reporting requirements.

- 3.15.1 FMC must verify each morning that all elevators and lifts are operating satisfactorily.
- 3.15.2 FMC must develop a process, in consultation with the CA, for responding to situation arising from elevator entrapment.
- 3.15.3 FMC will maintain a verifiable log of all such problems including details of follow up action taken by them in the case of entrapments.

3.16 EXISTING DEFICIENCY REPORT

Prior to commencing the work, the FMC will be given an opportunity to assess the facilities for pre-existing deficiencies. These deficiencies will be recorded based on a joint survey conducted by FMC and GSD.

- 3.16.1 After the issue of Notice to Proceed and before the FMC commences work in the facility, FMC and GSD will conduct a joint walk through in the facility to determine all pre-existing deficiencies. This walk through will be conducted within the first fifteen (15) days of contract start-up.
- 3.16.2 A report will be prepared in duplicate and signed jointly by each representative, after the walk through. The report shall list defect on each equipment/system, including structural failures, if any observed during the walk through.
- 3.16.3 The report will not include any items that will be replaced in normal course of time, like belts, bearings etc.

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- 3.16.4 FMC shall submit a report to GSD along with a listing of repairs required for correcting the defects within fifteen (15) days of completion of walk through.
 - 3.16.5 FMC must attach an estimate for repair work. GSD may review the report on a case-to-case basis. GSD reserves the right to reject the estimates.
 - 3.16.6 GSD may elect to have the FMC do the repair or have another agency perform the repair.
 - 3.16.7 When a deficiency is corrected, the FMC will assume responsibility for any subsequent repairs to the system and such repairs will be governed by conditions in Section 3.9.2.
 - 3.16.8 Any and all deficiencies found after the initial walk through will not be considered as pre-existing and therefore, repair shall be the responsibility of FMC and such repair shall be completed under terms and conditions shown on Section 3.9.2

3.17 REFRIGERANT RECORDS

The FMC is responsible for maintaining refrigerant records for CFC/HCFC refrigerants. The following reports are to be prepared for verification by the CA.

- 3.17.1 Refrigerant Inventory and usage log: This will be a log for each type of refrigerant on-hand in each building, except refrigerant contained in the Chillers and other HVAC units.
- 3.17.2 Refrigerant Oil inventory and usage log.
- 3.17.3 Individual equipment consumption log. This log will be updated each time a refrigerant containing unit is serviced or planned maintenance is performed.
- 3.17.4 The FMC is responsible to respond to any refrigerant leakage situation and will recover the refrigerant and clean up the environment as mandated by relevant EPA regulations.
- 3.17.5 GSD recommends use of standard refrigerant management software for maintaining transactions in a form acceptable to EPA.

3.18 CONTRACT CLOSE OUT INSPECTION

The FMC must provide a detailed close out plan one-hundred twenty (120) calendar days prior to the final date of contract. This plan shall include a

transition plan and a document verifying the transfer of all tools, keys and documents provided to the FMC by GSD.

- 3.18.1 On a mutually agreed upon date, but not less than sixty (60) days prior to the contract termination date, the FMC and GSD shall make a complete and systematic inspection of the facility to include all work covered by this contract.
- 3.18.2 Based on the inspection the FMC will submit a close out deficiency listing.
- 3.18.3 The FMC must repair the defects observed during the inspection to the full satisfaction of GSD before the expiration of the contract.
- 3.18.4 If the FMC fails to repair the defects before the expiration of the contract, suitable deductions will be made from the FMC's invoices. Such deductions will not exceed the cost of carrying out the repairs by GSD or agencies employed by GSD.

3.19 REPORTING REQUIREMENTS

Submitting the periodic reports as required in this RFP is an important criterion of performance. FMC must submit the following reports at the intervals indicated. Exact days, for which the reports will be due, are indicated in the Section Performance Criteria.

- 3.19.1 Quality Control Inspection reports: Quality Control Inspection reports of all specified operation, maintenance and repair services shall be submitted as required in the Quality Control Plan (QCP) approved by the CA (See Section 3.20).
- 3.19.2 Report on maintenance of Fire Alarm System and Fire Control System Sprinklers and Fire Extinguishers - Annually for fire alarm system and quarterly for fire control system.
- 3.19.3 Water Treatment and Water Analysis report – Monthly.
- 3.19.4 Refrigerant Record keeping report. Provide a quarterly report on all CFC/HCFC refrigerant consumption, removal and losses.
- 3.19.5 Employee sign in/sign out report. Please see 3.4.7.
- 3.19.6 Equipment Addition/Deletion report. The FMC is responsible for reporting any addition and / or deletion of equipment within fifteen (15) days from the date of such change(s).

3.19.7 Boiler/Pressure vessel/Elevator inspection report. The FMC is responsible to coordinate the inspection by agencies authorized by the State/County, display the inspection report at appropriate places and submit a copy for the records of CA.

3.19.8 Repairs resulting from Vandalism, Control and Reporting.

Vandalism is defined as physical damage to facility, grounds, building systems or building systems' components caused by actions of visitors to the facility and or staff with careless abandon for property and/or intentional destructive action by the same causing a repair service labor and material costs of \$500 or more per incident.

Note: Activities related to identifying, documenting and management cost for service orders identified as caused by vandalism are considered as FMC Contract requirements and are not reimbursable.

3.19.8.1 The FMC is required to assist in the investigation and documentation of incidents of vandalism. Required documentation will include pictures, description of vandalism, scope of services required for service repairs, estimated cost for labor and material for repairs and/or listed subcontract cost, and incident report number.

3.19.8.2 A monthly vandalism report shall incorporate:

- documentation of each current incident for the respective month;
- a listing year to date of all service orders coded as 'vandalism';
- year-to-date list to include labor hours / labor cost / material cost / and individual incident total cost and year to date cost;
- recommendation for corrective measures to reduce re-occurrence;

3.19.8.3 Note: Defects arising out of incidents of vandalism with associated cost below \$500 will repaired by the FMC as a standard repair, yet will be written and documented as an incident of vandalism.

3.19.8.4 An approved subcontractor's 'labor and material repair costs' over \$500 from an incident of vandalism is fully refundable.

3.19.8.5 The FMC shall not include any cost for temporary services and materials associated with the respective incident of vandalism unless labor cost is greater than \$500 and/or material cost is greater than \$500.

3.19.8.6 Payment for vandalized building systems and system components requires investigation, documentation, authorization and CMMS reporting.

3.19.9 Other reports: The following is a list of other reports that the FMC is required to submit on system checks and maintenance.

| <u>Report</u> | <u>When Due</u> |
|--|---|
| ▪ Security & Alarm Outages | Immediately to the FCA |
| ▪ Equipment opening or dismantling | Prior to Start as concurred in or as directed by the FCA |
| ▪ Planned Utility & Security System outage | 72 Hours in Advance of Outages |
| ▪ Any Planned Work Disruptive to Building Occupants or Operations | 72 Hours in Advance |
| ▪ "As built" Alteration Drawings | Upon Completion of Work |
| ▪ Welding | As Required |
| ▪ Service Call Log | As Required |
| ▪ Major Equipment/Systems Not Operational | Daily before 8 AM, to FCA |
| ▪ Complete Inspection Records of Work Performed | As Required in the QCP |
| ▪ Switchgear Load Test Results | Immediately after conclusion |
| ▪ Fire Protection Systems (Fire Alarm Systems, Water-Based Systems, and other Systems) | Daily, weekly and monthly activities should be filled out on appropriate forms and submitted as a group once per Month. Quarterly, semi-annually, annually, bi-annually and year activities shall be submitted with all other forms on the month the activity is complete. Maintain a copy of all reports on-site for at least 2 years from the date of the inspection or test. |
| ▪ Chiller Refrigerant Air Monitor | Quarterly or as per manufacturer's instruction, submit documentation of |

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- Chiller: Annual Systems Check zeroing and spanning of the chiller air monitor instrument (Freon detector)
Annually document system check of Freon detector, ventilation and alarm system to ensure system works as a unit.
 - Phase Out Plan 90 days prior to the expiration of the contract or any option periods
 - Contract Closeout Inspection 60 days prior to contract expiration date a systematic inspection of all architectural and structural, mechanical, electrical, fire protection systems (fire alarm water-based fire protection, and other systems) and utility systems and any item or equipment in the building(s) covered by the contract
 - Completion of Contract 30 days prior to completion of the contract, a jointly prepared (Contractor and Government) inventory of equipment

In addition to the reports mentioned above, the reports produced from the CMMS system for the purpose of Quality Control meetings will be considered as report emanating from the FMC.

3.20 QUALITY CONTROL PLAN (QCP)

The Contractor must establish a complete Quality Control Plan (QCP) to ensure that the requirements of the contract are provided as specified.

Within fifteen (15) days of issue of Notice to Proceed, the Contractor must submit a copy of the QCP for approval by the CA. The QCP must include, but not be limited to, the following:

- 3.20.1 An inspection system that is tailored to the buildings covered in this contract and which covers all services specified therein.
- 3.20.2 Number of personnel that will be assigned for such inspections
- 3.20.3 A check list for use during the scheduled and unscheduled inspections
- 3.20.4 A local file of all inspections conducted by the Contractor or their employees, including corrective actions taken.

- 3.20.5 A system to ensure that the Contractor's employees are trained to carry out inspection, identification of problems and remediation.
- 3.20.6 Copy of inspection reports must be made available to the CA upon completion of the inspection.
- 3.20.7 Failure to submit a QCP to the CA within the specified time will result in with holding all the monies due to the Contractor till such time the plan is received, reviewed and approved by the CA.

3.21 QUALITY CONTROL INSPECTION AND IMPLEMENTATION (QCI)

The performance of QCI in accordance with approved QCP is essential part of this program. QC inspection of all specified operation, maintenance and repair services shall be performed at a minimum to the following frequencies:

- 3.21.1 Monthly inspection by on-site Engineers or CA approved dedicated Quality Control Inspector.
- 3.21.2 Quarterly Inspection by qualified Corporate/Regional personnel, not performing on-site services on this contract. GSD prefers an approved sub-contractor to substitute for this function.
- 3.21.3 Failure to accomplish and/or document QCI at the frequencies approved or failure to identify deficiencies before the level of performance becomes unacceptable to the CA will result in deductions being assessed on the monies due.

3.22 MINIMUM PERFORMANCE REQUIREMENTS

FMC is required to achieve a minimum level of performance with regard to key functional areas of the building system. The details and requirements for performance measuring will be set after the Contract is awarded. A joint meeting will be held with the Contractor and GSD to discuss and set these performance requirements.

Listed below are typical service contract requirements for performance evaluation.

| Function | Minimum performance requirement |
|--------------------|---|
| Power | Not more than one (1) internal power outage, of duration no more than one (1) hour, in any section reported in a calendar month |
| Stand-by Generator | Not more than one (1) instance of stand-by generator failing to crank up during a power outage. |

| | |
|------------------------------------|--|
| Stand-by Generator | Not more than two (2) instances of stand-by generator failing a self test in two (2) calendar months period. |
| Plumbing | Not more than two (2) faucets, leaking more than two (2) days reporting in a period of two (2) weeks. |
| Plumbing | Not more than three (3) clogged drains or toilets for duration of three (3) hours or more reported in a period of one (1) calendar month |
| Water heaters | Supply water temperature is not less than 80 degrees F, any time during a three (3) calendar month period |
| Life safety and hazardous material | No citation received from any authorized authority having jurisdiction in the matter of fire safety including kitchen exhaust, boilers and pressure vessels, grease trap and back flow prevention devices. |
| Ceiling tiles | Not more than two (2) missing or stained ceiling tiles reported in a period of consecutive three (3) calendar months period |
| Service Calls | Not more than one (1) instance reported of Contractor not responding to emergency service calls within sixty (60) minutes, in a review period of three (3) months. |
| Service re-calls | Not more than one (1) instance of service re-call to attend the same problem in a review period of one (1) month |

3.23 CONTRACT PERFORMANCE EVALUATION

The performance of FMC shall be evaluated on a continuous basis. Guidelines for performance evaluation are as follows.

- 3.23.1 The Contract Administrator or other authorized person in General Services Department will grade the contract performance each month.
- 3.23.2 FMC will be given a copy of the monthly and quarterly evaluations and is required to acknowledge the receipt of the evaluation.
- 3.23.3 FMC can provide remarks or note corrective actions taken on the evaluation sheet.
- 3.23.4 Any dispute resulting from the evaluation will be resolved by the Area Manager, Central Fulton Service Area
- 3.23.5 The decision of the Area Manager, Central Fulton Service Area will be final and binding on both the parties.
- 3.23.6 During the life of the contract, FMC performance will be evaluated and documented by means of written inspections, minutes of meetings, GSD/Customer surveys and records which will be retained as part of the

official contract file. The performance evaluation will be based on the following:

3.23.6.1 Effectiveness of Quality Control
The CA will assess the effectiveness of the FMC's QCP through review of reports required of the FMC, Service delivery information and customer interaction and by means of GSD inspections.

3.23.6.2 Service delivery information will be evaluated from the quality and timeliness of the FMC's performance of the scheduled PPM program, building operation, incidental and minor repairs, emergency call backs, overtime services and service call responses.

3.23.6.3 Service call responses and other responses will be extracted from the CMMS.

3.23.7 Inspections
GSD or designated staff will make tours and inspections through the buildings and other areas covered by this contract with the FMC's representative whenever possible to ascertain the level of services being performed. The FMC will be informed of less than satisfactory performance.

3.23.8 Performance Evaluation Meetings
General: The FMC will coordinate the Performance Evaluation Meetings (PEM) with the CA. Written minutes of the meeting will be prepared by the FMC and submitted for approval by the CA prior to distribution.

3.23.8.1 GSD/FMC meeting

The FMC or FMC's authorized representative will meet with the CA frequently, but not less than twice each month during the first three (3) months, and at least once in each month thereafter. A mutual effort shall be made to resolve all problems in these meetings.

3.23.8.2 The FCA will use these GSD/FMC meetings to determine FMC's responsiveness to QCP, corrective action plans, proposals for extra services and management of sub-contractor problems impacting overall contract performance and service delivery.

3.23.8.3 GSD/FMC/ Customers
These meetings will be held between GSD, the FMC and representatives of the users of the facilities at least once in a

month during the first three (3) months of contract and not less than once in three (3) months thereafter.

3.23.8.4 These meetings will discuss the FMC's performance in areas of deficiencies, and areas of satisfaction and customer's needs and/or concerns.

3.23.8.5 The CA will establish points of contact with customers/users of the facility to assist in monitoring FMC service delivery.

3.23.8.6 The minutes of GSD/FMC/ Customers meeting and tenant surveys should provide sufficient performance data to make sound business decisions when considering a contract renewal or new contract awards.

3.23.9 Interim/Final Performance Evaluation Report (PER)

The CA will summarize all available performance information and prepare an interim evaluation report ninety (90) days prior to the anniversary date of the contract. This interim evaluation report will be used to assess past performance for consideration of exercising options and award of future contracts.

3.23.10 If the FMC's performance remains less than satisfactory or fails to adhere to contract specifications GSD may contract for the deficient services and charge the FMC for all costs incurred including administrative costs.

3.23.11 GSD will make deduction from the FMC's invoices monies proportional to the non performing labor hours where the FMC has failed to meet the quality expectations.

3.24 DEDUCTION FROM INVOICES

3.24.1 GSD has the right to seek from FMC deductions from invoice for non-compliance and or non-performance in execution of any part of the contract.

3.24.1.1 Monies will be deducted as indicated below, per occurrence, for non-compliance in the following areas.

3.24.1.2 If it is established that the FMC failed to meet the quality standards, the CA will determine the quantity of non-performing labor hours and recommend such amounts from the FMC's invoice based on the labor rates quoted by the FMC for requisitioned services for that craft/trade.

3.24.1.3 The FMC will have the right to offer their comments about

the deductions to the Area Manager, Central Fulton Service Area.

3.24.1.4 Any dispute arising out of the assessment of non-performing labor as mentioned above will be left for the arbitration of the Area manager, Central Fulton Service Area.

3.24.1.5 The deductions, when assessed, will be made on the FMC's invoice for the following month.

3.24.2 Back charge Costs. The cost of back charge work shall include:

3.24.2.1 Incurred labor costs including all payroll additives;

3.24.2.2 Incurred net delivered material costs;

3.24.2.3 Incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action;

3.24.2.4 Equipment and tool rentals at prevailing rates in the Jobsite area; and

3.24.2.5 A factor of thirty-five percent (35%) applied to the total of Items 1 through 4 for overhead, supervision and administrative costs.

3.24.2.6 Contractor's Concurrence. The back charge notice will request Contractor's concurrence for Project Manager/County Representative to proceed with the required work. However, failure of Contractor to grant such concurrence shall not impair County's right to proceed with work under this or any other provision of this Contract.

3.24.2.7 Backcharge is not a Release. Project Manager/County Representative shall separately invoice or deduct from payments otherwise due to Contractor the costs as provided herein. County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The performance of backcharge work by Project Manager/County Representative shall not relieve Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and meeting the Contract Milestones.

3.25 INVOICES

Invoices shall be submitted to the CA at the following address:

General Services Department
160 Pryor Street, Suite B-4
Atlanta GA 30303

Invoices for monthly services shall not exceed the proposed price for the services. Invoices for requisitioned services/contingency services shall not exceed the approved estimate for the work. In cases where the work exceeds estimated labor hours or material costs, a revised estimate may be submitted and approved by the CA. Invoices shall not contain freight charges, taxes, forwarding or packing charges or any other miscellaneous fees.

3.26 PAYMENT

Contract payments will be made based on the invoice submitted by the FMC on a monthly basis. Payments shall be subject to the following conditions. Upon determination of satisfactory performance, one (1) payment will be made monthly. GSD shall make withholdings from the payment(s) as dictated by the Performance Evaluation for each quarter. Deductions will be made from any current invoice based on the determination of the CA under performance evaluation as described in section 3.24

3.27 TECHNICAL PROPOSAL FORMAT

The Technical Proposal shall include the appropriate and requested information in sufficient detail for evaluation. The Technical Proposal must be responsive to all of the information requested in this RFP. Failure to include any required information in the proposal may, at the sole discretion of the County, cause rejection of the proposal.

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

(1) Vendor Background, Personnel & Past Experience -

Proposer is to provide a brief business summary of the organization or team including:

- a. Address, business license and contact information for the Proposer's home office and local business office;-(one (1) page)
- b. Brief history of firm including vision and goals; -(one (1) page)

-
- c. Organizational chart with names of personnel; -(one (1) page)
 - d. Resumes of personnel with qualifications, experience, and role in this proposed contract; -(one (1) page each)
 - e. Name, address, e-mail address and phone number of one individual to whom all future information and communication will be directed; - (one (1) page)

Submit a list of current and previous contracts demonstrating substantive experience in facilities of similar size (500,000 square footage and up) and facility contracts with similar building systems' complexity, capacity, size, quantity, and diversity. – (limit list and information of these contracts to ten (10) pages)

- Do not include any contracts that were completed more than three (3) years ago (2002).
- Submit contact information for owner's representative who managed quality control of the respective service contract.
- Also give a brief description of the contract requirements and services provided for the respective facility.
- At a minimum, submit the following information for at least three (3) applicable current contracts: -(limit to three (3) pages per contract)

| | |
|---|--|
| A | Name of Company/Division and the address of the facility where the work was performed |
| B | Name of Company for which the work was performed |
| C | Contact name for reference; position, address and telephone number of the owner's staff member who was in charge of managing and evaluating the maintenance contract for the owner |
| D | Type, description and dollar value of contract |
| E | Listing of buildings and square footage serviced under contract |
| F | Describe the maintenance program plan |
| G | Period of performance and completion date |

- Submit a second list of all government and commercial maintenance contracts that are ongoing or completed in the last five years. Include contact information for references. Submit information on contracts that would be relevant in demonstrating ability to perform this proposed effort for Fulton County (limit eight

(8) pages).

(2) Maintenance Program Management Plan/Approach of Work

Provide an executive summary and detailed narrative statement of approach to the required work, demonstrating the maintenance program goals and objectives and demonstrating understanding of the potential problems and concerns of this comprehensive maintenance program (limit to ten (10) pages).

- a. The Proposer should concisely describe their understanding of the goals and objectives to be accomplished under this maintenance program.
- b. Address the implementation plan of action for the facility assessments at the beginning and end of the contract.
- c. Provide an implementation plan for contract start-up services.
- d. Give a list of all temporary personnel required on site for start-up services and assessment.
- e. Provide a proposed schedule for start-up services including building assessments.

Submit a plan of action for Quality Control Plan (limit to five (5) pages).

- List the individuals and describe the responsibilities of these individuals involved in the quality control process.
- Identify those who will perform the inspections with the County and the frequency of the inspections.
- Provide a formal outline description for the plan.
- Include a Quality Assurance Plan outline and description to be used in performing this Contract.
- Submit a preliminary Preventive and Predictive Maintenance Program Plan for comprehensive contract services.
- Identify specific Preventive tasking and frequency of task for associated building systems and equipment.
- Identify specific Predictive tasking and frequency of task for

associated building systems and equipment.

- Provide charts for specific building systems and equipment and list the associated preventive and Predictive tasking and frequency.
- Describe and identify the industry standard proposed for equipment and building systems maintenance tasking (i.e. RS Means, Manufacturer's recommendations or industry (ASME) practices).
- Present a preliminary program schedule for PPM contract services.
- Address all performance requirements work plan for repair services and work projects-(Contingency repairs and replacements).

Submit a proposed operations and maintenance program work plan.

- Address all performance requirements for all building systems operation and maintenance.
- Submit equipment listing and 'tour' schedule for when and where readings are to be taken for associated equipment.
- Submit 'watch' schedule and associated equipment included for performance watch. Identify personnel and their required qualifications to perform 'watch'.
- Propose procedure for operations for start-up and shut down for critical systems. – (i.e. chillers, boilers, generators, fire pump).
- Submit plan of action to monitor critical building systems and equipment. –(i.e. high voltage switch gear, chillers, cooling towers, boilers, pumps, fire alarm system, elevator system, fire protection system, LP gas system, locking control systems, CCTV system).
- Submit plan for procedures in responding to emergencies after normal hours and during weekdays, weekends and holidays.
- Submit a proposed typical staffing plan and work schedule during weekdays, weekends, and holidays.

-
- Provide a listing of proposed equipment, supplies, tools and materials necessary to perform contract services.

Submit a subcontracting plan

- Provide a list of proposed subcontractors and the scope of services each will perform.
- List the qualifications of the subcontractor.
- No third party or brokering of services or material and equipment will be allowed in this contract. All effort must be made to keep cost operations effective and efficient.

(3) Proposed Organizational Profile

Provide a listing of proposed individuals committed to be assigned full-time to this contract and their functional area of responsibility (limit to fifteen (15) pages).

Provide an organizational profile including:

- an organizational chart illustrating all full-time personnel – name, title, and function (both on site and off site);
- full resume' of the Facility Maintenance Manager, HVAC Mechanics and Building Mechanics
- a plan listing all proposed permanent positions including names, title, qualifications, certifications, tasking, roles, level of authority and responsibility for all on site staff and trades;
- list of personnel licenses, certifications and qualifications for each position including management and craft;
- proposed daily position manpower charts showing on-site positions for weekday, weekend and holiday schedules;
- a proposed typical 'Weekly Labor Allocation Report'

Provide the qualifications and certifications for the Facility Maintenance Manager, HVAC Technician, Plumber, Building Mechanic, and any additional key personnel such as on-site customer service representatives.

Provide a list of part-time employee that will be on site. This will include contract start-up services. Address their scope of services to be rendered for start-up, assessments and reporting.

(4) Customer Service Plan and CMMS Programming Implementation Plan

- a. Submit an implementation plan for Customer Service functions indicating process for service calls, documentation of tasking orders, addressing daily concerns and complaints, addressing day to day operations and reporting documents.
- b. Describe the system and outline the plan of action to receive, record, respond to, and track all service calls including trouble calls and other operational problems. Include in this plan a description of action to resolve trouble calls and County follow-up.
- c. Describe the process that is proposed for implementing tasking orders, (preventive task, routine work plan, predictive task,/ service and repair orders).
- d. Describe what actions will be taken or what program plan will be set in place to maximize positive customer interaction.
- e. Submit proposed start-up services tasking and schedule for CMMS programming.
- f. Submit plan of action for assuring accuracy in and quality control data collection for documentation of tasking, scheduling of tasks, inventory control, cost control, and corresponding reports within the full capability of the CMMS operations.

(5) Home Office Location (Local Preference)

Provide address, business license and contact information for the Proposer's home office and local business office. Receiving local preference is based organization having a home office or an active business office located in Fulton County.

(6) Current Work Load and Financial Capacity

Provide a brief description of your current work load of your organization and the personnel to be assigned, specifically indicating how the needs of the project will be met without interruption.

Provide the following:

- Audited cash flow analysis for the past three (3) years.
- Certified and audited financial statements for the past three (3) years.
- Audited balance sheets for the past three (3) years.

3.28 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope** in accordance with this RFP. The Cost Proposal shall include current information and shall be arranged and include the content as describe below:

The Proposer is required to complete all of the Cost Proposal Form included in Exhibit 1.

3.29 SUBSTITUTION OF APPROVED CONTRACTOR KEY TEAM MEMBERS:

The County will select the Contractor to perform the services contemplated under this solicitation based, in part, on the past successful experience and expertise of the Contractor and its proposed team members. Accordingly, Contractor shall not, absent good cause, replace or remove the team members presented to the County during the solicitation process, or the County approved Contractor key team members during the terms of the Contract, without the prior written approval of the County. If any key member of the County approved Contractor team shall retire, resign, or otherwise cease employment with Contractor, Contractor shall promptly appoint a replacement team member who shall be subject to prior approval by the County. County reserves the right to reject any replacement team member.

If the County, in its sole discretion, determines that any key team member is performing their responsibilities under the Contract in an unsatisfactory manner or if irreconcilable differences or an unworkable relationship shall arise, Contractor shall, within five (5) days after receipt of written notice from the County of such circumstance, replace such key team member with a successor acceptable to the County; provided, however, the County represents that it will not give such notice to Contractor unless and until the County, in its sole determination, has exercised reasonable efforts to rectify to its satisfaction, the adverse circumstances regarding the key team member. Any changes in the staffing of Contractor will require written notification to the County and the County's written approval of the replacement team member.

SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

Selection will include an analysis of proposals by a selection committee composed of three (3) members from General Services Department and two (2) Purchasing Staff. The committee may request interviews and/or site visits. The committee will report its finding and recommendations to the Director of General Services Department who shall then make a recommendation to the members of the Fulton County Commission.

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

(Space intentionally left blank)

| | EVALUATION CRITERIA | WEIGHT | SCORE |
|-----|--|------------------|--------------|
| | TECHNICAL PROPOSAL | | |
| (1) | Vendor Background & Past Experience & Personnel | 10 points | |
| (2) | Maintenance Program Management Plan/Approach of Work | 20 points | |
| (3) | Proposed Organizational Profile | 15 points | |
| (4) | Customer Service Plan and CMMS Programming Implementation Plan | 10 points | |
| (5) | Current Work Load and Financial Capacity | 5 points | |
| | LOCAL PREFERENCE | | |
| (6) | Home Office or Business Office located in Fulton County | 10 points | |
| | COST PROPOSAL | | |
| (7) | <p>Cost Proposal</p> <p>The total points for cost proposal will be assessed based on the following break-down:</p> <p>Lump sum cost proposed. 20 points Cost of labor quoted for requisitioned services 10 points</p> | 30 points | |
| | TOTAL POINTS | 100 | |

SECTION 5
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 |

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.

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:

- (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]

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)

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: _____

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.

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: _____

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.

**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)

SECTION 6

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.

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: _____

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:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

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

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

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

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

| |
|---|
| Total Dollar Value of Subcontractor Agreements: (\$) |
|---|

| |
|------------------------------------|
| Total Percentage Value: (%) |
|------------------------------------|

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

1) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

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

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

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

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and 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.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____ **(Signature)** _____ **(Printed Name)**
Notary: _____ **Date:** _____
My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

SECTION 7

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 (Other than Products/Completed Operations) | Each Occurrence | - | \$1,000,000 |
| | 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**
Combined Single Limits 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

5. **UMBRELLA LIABILITY**

05RFP45291A-TD Comprehensive Operation and Maintenance
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 Examiners Office.

| | | | |
|---|-----------------|---|-------------|
| (In excess of above noted coverage's) | Each Occurrence | - | \$2,000,000 |
| 6. PROFESSIONAL LIABILITY (Required if respondent providing quotation for professional services). | Each Occurrence | - | \$1,000,000 |
| 7. FIDELITY BOND (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, its 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, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its 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: _____

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 Examiners Office.

SECTION 8
PERFORMANCE AND PAYMENT BOND

05RFP45291A-TD Comprehensive Operation and Maintenance Services For Juvenile Court, Mechanicsville Library And Medical Examiners Office.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS [insert name contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated _____, which is incorporated herein by reference in its entirety, for the [name of project], more particularly described in the Contract (herein called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By:

Attest:

Secretary

_____(SEAL)
(Surety)

By:

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

05RFP45291A-TD Comprehensive Operation and Maintenance Services For Juvenile Court, Mechanicsville Library And Medical Examiners Office.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant " all be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

-
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
 5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
 6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
 7. This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this of _____, _____.

_____(SEAL)
(Principal)

By:

Attest:

Secretary

_____(SEAL)
(Surety)

By:

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

SECTION 9
SAMPLE CONTRACT

05RFP45291A-TD Comprehensive Operation and Maintenance Services For Juvenile Court, Mechanicsville Library And Medical Examiners Office.

**SAMPLE CONTRACT BETWEEN FULTON COUNTY
AND _____**

THIS Contract, entered into this ____ day of _____ 2005, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and _____ (hereinafter referred to as "Contractor").

W I T N E S S E T H :

WHEREAS, the County, through its General Services Department, has identified the need for **comprehensive operation and maintenance services** for the Juvenile Court, Mechanicsville Library and Medical Examiners Office;

WHEREAS, the County by and through its General Services Department, has determined that this need can best be met by retaining the services of a **mechanical** contractor;

WHEREAS, the County requested a formal request for proposal for **comprehensive operation and maintenance services** for the Juvenile Court, Mechanicsville Library and Medical Examiners Office;

WHEREAS, the County and Contractor desire to enter into a contract for provision of such services, the scope of services, which is more specifically defined in Article III of the Contract;

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

ARTICLE 1 - ASSIGNMENT OF CONTRACT

Paragraph 1.0 This Contract shall inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns. Contractor shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

ARTICLE II - TERM

Paragraph 2.0 The term of this Contract shall commence from date of award and continue for twelve (12) consecutive months thereafter, without further obligation of the County other than that provided herein. However, subject to availability of funding, Board of Commissioner's approval, and Contractor's continuing satisfactory performance, this Contract may be renewed for four (4) one year renewal options by the County.

ARTICLE III - SCOPE OF WORK

Paragraph 3.0 The County retains Contractor and Contractor accepts retention by the County to render **comprehensive operation and maintenance services** for the Juvenile Court, Mechanicsville Library and Medical Examiners Office, as specified by Fulton County Request for Proposal (RFP) # _____, Contractor's proposal and any and all clarifications or amendments thereto, all of which are incorporated herein, made part of this Contract, and referred to collectively as the "Contract Documents". Contractor shall perform all such services, including any and all agreed upon in written amendments, in the manner and to the extent agreed to by the parties herein. RFP # _____ is hereby attached and incorporated herein as Attachment A. Contractor's bid is hereby attached and incorporated herein as Attachment B. Contractor is to furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide **comprehensive operation and maintenance services** for the Juvenile Court, Mechanicsville Library and Medical Examiners Office as specified in Attachment A. Fulton County reserves the right to add and/or delete facilities pursuant to a formal change order as required by Policy & Procedure 800-6 during the term of the Contract based upon addition/deletion requirements at any location as required by Fulton County.

Paragraph 3.1 Contractor shall commence providing comprehensive operation and maintenance services as stated in the Request for Proposal (RFP # _____) and Contractor's own response to that proposal (**Attachments A**

& B respectively). In the event there is a conflict between the scope of work described in the Request for Proposal and the Contractors own proposal, the description in the Request for Proposal takes precedence. In the event that specifications in either the Request for Proposal or the Contractor's own proposal lack detailed descriptions concerning performance, the best commercial practices in the industry shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality of materials shall be first quality as determined by the sole discretion of the County. Any equipment or supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies. This will be done at no additional cost to the County.

Paragraph 3.2 Any additional services that are to be performed by Contractor and not included in the RFP or the proposal response must be approved by the County in advance pursuant to change order policy and procedure 800-6 of Contractor providing services and billed at the unit rate stated in the bid response.

Paragraph 3.3 The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service shall not relieve Contractor of the obligation to perform.

ARTICLE IV - AUDIT

Paragraph 4.0 The County shall have the right to review Contractor's records and documents, upon reasonable notice, to determine if number of hours worked and labor charges are consistent with Contract requirements. Contractor shall permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor file shall be retained by Contractor during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

Paragraph 4.1 The County's authorized representative shall have the right to supervise the comprehensive operation and preventative and predictive maintenance services performed by the Contractor, with regard to the frequency and adequacy of services provided. For this purpose, the respective Contract Administrator will be the County's authorized representative.

Paragraph 4.2 Contractor agrees to include audit requirements specified in Section 4.0 above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

ARTICLE V - COMPENSATION FOR SCOPE OF WORK

Paragraph 5.0 The services described under "Scope of Work" herein shall be performed by Contractor for a total sum not to exceed \$_____ from date of award and continuing for twelve (12) consecutive months.

Paragraph 5.1 Any additional services requested by the County shall be performed by the Contractor and a detailed invoice submitted which references the written agreement, which must be approved by the County pursuant to change order policy 800-6 before the work is started.

Paragraph 5.2 Contractor shall submit monthly invoices for work performed during the previous calendar month to the Contract Administrator, Central Fulton Service Area, 141 Pryor Street, Suite G-032, Atlanta, GA. 30303. No job, task, or duty may be submitted to Fulton County for payment unless the work has been completed. Any invoice which attempts to change the terms of this Contract is null and void and Contractor shall be required to provide a proper invoice to Fulton County prior to payment.

Paragraph 5.3 Fulton County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract

and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

ARTICLE VI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

Paragraph 6.0 **CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit and judgment, including attorney's fees and claims for contribution, arising out of or resulting from the negligent, intentional or willful performance or non-performance of the work. **CONTRACTOR'S** duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with **CONTRACTOR'S** negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The **CONTRACTOR'S** duty to indemnify shall extend to all claims, damages, losses or expenses caused in whole or in part by any act or omission of the **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. **CONTRACTOR** shall not hold harmless or indemnify the **COUNTY** for the sole acts or omissions of its employees or agents. **CONTRACTOR'S** obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is 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 the **COUNTY** and 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 VII – TERMINATION FOR CAUSE

Paragraph 7.0 If through any cause, Contractor shall fail to perform the comprehensive operation and preventative and predictive maintenance services as specified in Contract, including the Proposal Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this Contract are violated by Contractor, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

ARTICLE VIII – TERMINATION FOR CONVENIENCE

Paragraph 8.0 In the event that the County determines that it is no longer in its best interest to provide these services through the use of an independent contractor, the County may terminate this Contract, without any liability whatsoever upon the County, by giving (10) days notice in writing (by hand delivery or posting in the U.S. Mail) to Contractor, stating the reasons for such termination. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

Paragraph 8.1 Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

ARTICLE VI - SUSPENSION OF WORK

Paragraph 9.0 COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. COUNTY shall not be responsible for any claims, damages or cost stemming from any delay of the project.

ARTICLE X - INDEPENDENT CONTRACTOR

Paragraph 10.0 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractor, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County.

ARTICLE XI - PROVIDE COUNTY INSURANCE REQUIREMENTS

Paragraph 11.0 All insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the RFP Documents.

Paragraph 11.1 Contractor acknowledges that insurance meets all requirements under state law including solvency of surety and status of Georgia surety.

Paragraph 11.2 It shall be the Contractor's responsibility to monitor the status of the insurance company to be certain that the policies continue to be current and valid during the entire term of the contract. If a policy becomes invalid for any reason, the Contractor must provide the County with a current, valid policy within ten (10) days.

ARTICLE XII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 12.0 This Contract and the incorporated documents constitute the entire agreement between the County and Contractor and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing, comply with change order procedure 800-6 and approved by the Board of Commissioners.

ARTICLE XIII - NON-DISCRIMINATION

Paragraph 13.0 Contractor agrees to comply with federal and state laws, rules and regulations and the County's policy relative to non-discrimination in employment practices and to non-discrimination in client and client services practices regarding political affiliation, religion, race, color, sex, disability, age or national origin.

ARTICLE XIV - SEVERABILITY OF TERMS

Paragraph 14.0 If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV - CAPTIONS

Paragraph 15.0 The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describe the scope of this Contract or the intent of the provision thereof.

ARTICLE XVI - NOTICES

Paragraph 16.0 Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton County:

Gayland Osteen
Area Manager,
Central Fulton Service Area

141 Pryor Street, Suite G-032
Atlanta, Georgia 30303

With copies to the Director of Fulton County General Services Department and the County Attorney.

Furthermore, any and all notices required under this Contract shall be sent via certified mail, to the following individual on behalf of the Contractor.

Contract's Name
Contractor's Title
Company's Name

Contractor's
Address

ARTICLE XVII - WAIVER OF BREACH

Paragraph 17.0 The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE XVIII - COOPERATION WITH OTHER CONTRACTORS

Paragraph 18.0 **CONTRACTOR** will undertake the Scope of Services in cooperation with and in coordination with other studies, projects or related work performed for, with or by **COUNTY** employees, appointed with other contractors, **CONTRACTOR** shall fully cooperate with such other related consultants and **COUNTY** employees or appointed committees. **CONTRACTOR** shall provide within his schedule or work, time and effort to coordinate with other contractors under contract with **COUNTY**. **CONTRACTOR** shall not commit or permit any act, which will interfere with the performance of work by any other contractors or by **COUNTY** employees.

ARTICLE XIX - FORCE MAJEURE

Paragraph 19.0 Neither the County nor the Contractor shall be deemed in violation of this Contract 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, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing

herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

ARTICLE XX - PERSONNEL AND EQUIPMENT

Paragraph 20.0 CONTRACTOR shall identify in writing a project manager 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 Contractor's Services under the Contract, 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.

ARTICLE XXI - GOVERNING LAW

Paragraph 21.0 This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

In witness whereof, the parties have executed this amendment.

Company's Name

Contractor's Name
Contractor's Title
(seal)

Approved as to Form:

Attest:

Office of the County Attorney

Mark Massey (seal)
Clerk to the Commission

Approved as to Content:

For Fulton County

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

Karen C. Handel, Chair
Board of Commissioners

**SECTION 10
EXHIBITS**

05RFP45291A-TD Comprehensive Operation and Maintenance Services For Juvenile Court, Mechanicsville Library And Medical Examiners Office.

EXHIBIT 1

COST PROPOSAL FORM

The Proposer shall include all cost for comprehensive operation and maintenance for Juvenile Court, Mechanicsville Library and Medical Examiners Office.

| No | Description of cost | 2006 | Option Years | | | |
|----|---|----------|----------------|----------------|----------------|----------------|
| | | | Year 1 2007 | Year 2 2008 | Year 3 2009 | Year 4 2010 |
| 1 | Monthly cost of operation and maintenance of Judge Romae T Powell Juvenile Justice Center as per the scope of work in this document. (This fee is a prorated portion of the proposed contract cost for the year) | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 2 | Monthly cost of operation and maintenance of Mechanicsville Library as per the scope of work in this document. (This fee is a prorated portion of the proposed contract cost for the year) | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 3 | Monthly cost of operation and maintenance of Medical Examiner's Office as per the scope of work in this document. (This fee is a prorated portion of the proposed contract cost for the year) | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 4 | Total yearly contract cost proposed for comprehensive operation and maintenance services for all buildings and grounds in Attachment -1 as per the scope of work in this document for the year – January through December | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

EXHIBIT 2

DETAILS OF FACILITIES

Medical Examiner Building 430 Pryor Street, Atlanta Ga. 30303

- Number of floors: 2
- Approximate floor area: 33,000 Sq. Ft

| | | |
|----|----------------------------|---|
| 1 | Type of Construction | All blocks: Cast reinforced concrete post and beam, flat slab with brick veneer exterior wall. Admin Building: Same with steel wall framing, exterior brick veneer Scientific Building: Same with concrete masonry unit exterior walls. Part of the floor is Vinyl Sheet and is being replaced with ceramic tiles/Epoxy compound (Stoneard) |
| 2 | Roof | Modified Bitumen with small areas (canopy) of metal roofing |
| 3 | Use | The facility houses a laboratory where autopsies are conducted, a decomposed body room for keeping and conducting autopsy on bodies in advanced stages of decomposition and an administrative office. |
| 4 | Total Floor area | 33000 Sq.Ft |
| 5 | Number of floors | The building has three separate blocks. Administrative block has two floors. Scientific block and Decomposition block has one floor each. |
| 6 | Air Conditioning | Centrally cooled and heated. Chillers with air cooled condenser and hot water boiler |
| 7 | Building Automation System | Automatic Logic Control |
| 8 | Fire Alarm | Stand alone 'Silent Knight' system |
| 9 | Fire Control | Water based automatic sprinkler system connected to city water mains |
| 10 | Year of construction | 1999 |
| 11 | Year occupied | 2000 |
| 12 | Handicap Access | Yes |
| 13 | Emergency Generator | Two emergency generators, each of 750 kW capacity |
| 14 | Elevators | One hydraulic elevator in the administration block |
| 15 | Electric Power | Supplied at 477 V, 3 Phase AC through transformer installed on site by utility company. Total connected load 548 kVA |
| 16 | Water | Supplied by City of Atlanta |
| 17 | Natural Gas | Connected. |

Juvenile Court and Mechanicsville Library**395 Pryor Street, Atlanta, Ga. 30303**

- Number of Floors: Four (4) and Basement
- Floor Area: 180,095 Sq. Ft.

Mechanicsville Library

- 2nd Floor of Juvenile Court Building
- Floor Area: 6,700 Sq. Ft.

| | | |
|----|----------------------------|--|
| 1 | Type of Construction | Cast reinforced concrete post and beam with post tensioning in floor joist system, steel partitions with exterior brick veneer |
| 2 | Roof | Modified Bitumen |
| 3 | Use | The facility consists of courtrooms and related chambers, office, service, temporary detention space and a neighborhood library. The facility has 4 floors and a basement. |
| 4 | Total Floor area | 186,795 Sq.Ft |
| 5 | Number of floors | The building has four floors and a basement |
| 6 | Air Conditioning | Centrally cooled using chillers (300 Tons) with water cooled condenser. PIUs for heating |
| 7 | Building Automation System | Alerton Technologies |
| 8 | Fire Alarm | Stand alone 'Notifier Alarm' 2020 system |
| 9 | Fire Control | Water based automatic sprinkler system connected to fire pumps. |
| 10 | Year of construction | 2002 |
| 11 | Year occupied | 2003 |
| 12 | Handicap Access | Yes |
| 13 | Emergency Generator | One (1) emergency generator of 750 kW capacity |
| 14 | Elevators | Eight hydraulic elevators |
| 15 | Electric Power | Supplied at 477 V, 3 Phase AC through transformer installed on site by utility company. |
| 16 | Water | Supplied by City of Atlanta |
| 17 | Natural Gas | Connected. |

EXHIBIT 3

EQUIPMENT LIST

| No. | Description | Manufacturer | Model Number | Serial Number | Quantity |
|---|-------------------------------|--------------------------|---------------------|----------------------|-----------------|
| <u>Medical Examiner Building</u> | | | | | |
| 1 | Air Handling Unit | York | AP-150 | CLGM02776C | 1 |
| 2 | Air Handling Unit | York | AP-215 | CLGM02777C | 1 |
| 3 | Air Handling Unit | York | AP-150 | CLGM02778C | 1 |
| 4 | Air Handling Unit (DESICCANT) | Hunters | AM 30I | 98LAM1502 | 1 |
| 5 | Chiller | Carrier | 30GT-090-610 KA | 4698f84158 | 1 |
| 6 | Roof Top Unit | York | CP-23DWDIAF30460 | AMGM005904 | 1 |
| 7 | Decomposed Refrigerator | Gloekler Refrigerator Co | F3AM-A 102 | | 1 |
| 8 | Decomposed Freezer | Kolpak | GM 595/2ADT 208 | | 1 |
| 9 | Body Scale | GSE Scale System | 4509\ | | 1 |
| 10 | Elevator | OTIS | 211M HYD | 7229839 | 1 |
| 11 | Generator | Cummins/Stamford | GTA 14G2 | K980827129/11916543 | 1 |
| 12 | Generator | Cummins/Stamford | -- / GTA 14 G2 | K980827128/11912082 | 1 |
| 13 | Exhaust Fan | | SWB-12-10-CW-UB | 98J21948 | 1 |
| 14 | Exhaust Fan | | SWB-13-15-CW-UB | 98J21955 | 1 |
| 15 | Exhaust Fan | | SWB-13-15-CW-UB | 98J21956 | 1 |
| 16 | H/W Boiler | TELEDYNE | HH1430-IN09K-1ACJX | C98103507 | 1 |
| 18 | H/W Heater, 75 GAL | State Industries | SSX 75 NQRT970 | A99451862 | 1 |
| 19 | Sliding Doors | Stanley | | | 1 |
| 20 | Sliding Doors | Stanley | | A313881 | 1 |
| 21 | Sliding Doors | Jamison | MK IV B 31.0 | 33542001 | 1 |
| 22 | Sliding Doors | Jamison | MK IV B 31.0 | 33542001 | 1 |

| No. | Description | Manufacturer | Model Number | Serial Number | Quantity |
|------------|--------------------|---------------------|---------------------|----------------------|-----------------|
| 23 | Sliding Doors | Jamison | MK IV B 31.0 | 33542012 | 1 |
| 24 | Sliding Doors | Jamison | MK IV B 31.0 | 33542012 | 1 |
| 25 | Double Swing Door | | | | 1 |
| 26 | Single Swing Door | | | | 1 |
| 27 | Chilled Water Pump | Armstrong | Series 4030/3X2.5X8 | Motor Model T 545 A | 1 |
| 28 | Chilled Water Pump | Armstrong | Series 4030/3X2.5X8 | Motor Model T 545 A | 1 |
| 29 | Hot Water Pump | Armstrong | Series 4030/3x2.5x8 | Motor Model T529 A | 1 |
| | | | | | |

| No. | Description | Manufacturer | Model Number | Serial Number | Quantity |
|--|--------------------------------|----------------------------|--------------------------------|-----------------------------------|----------|
| Juvenile Court and Mechanicsville Library | | | | | |
| 1 | Cooling Towers | Marley | NC8303FL-2 | CT-1N 221124-2 CT- C 221124-A1 | 1 |
| 2 | Centrifugal Chillers - 200 Ton | McQuay | WSC063J/E2012/C1812 | STNU 020100127 STNU 020100119 | 2 |
| 3 | Scroll Chiller - 100 Ton | McQuay | WGZ100AW | STNU 20200072 | 1 |
| 4 | Hydraulic Elevators | Thyssen Krupp | NA | | 8 |
| 5 | Emergency Generator - 750kw | Caterpillar | DM0635-02 | 2174036AM | 1 |
| 6 | Automatic Transfer Switch | Asco | ATS-LS | | 1 |
| 7 | Automatic Transfer Switch | Asco | ATS-C | | 1 |
| 8 | Automatic Transfer Switch | Asco | ATS-E | | 1 |
| 9 | Uninterrupted Power System | Best Power | FE 5.3 KVA | FE5-3K06961 | 1 |
| 10 | Fan Coil Units | Environmental Technologies | 4CW-S-17.50x40.000-6-10.0-1.00 | | 2 |
| 11 | Fan Coil Units | Environmental Technologies | 4CW-S-15.00x34.000-4-8.0-.075 | | 1 |
| 12 | Fan Coil Units | Environmental Technologies | 4CW-S-7.50x30.000-4-10.0-0.75 | | 1 |
| 13 | Fan Coil Units | Environmental Technologies | 4CW-S-7.50x50.000-4-10.0-1.00 | | 1 |
| 14 | Fan Coil Units | Environmental Technologies | 4CW-S-7.50x60.000-4-10.0-1.00 | | 1 |
| 15 | Air Handling Unit | Scott Springfield | HQ-500 | 002-01239-M1 002-01239-M2 | 2 |
| 16 | Air Handling Unit | Scott Springfield | HQ-150 | | 1 |
| 17 | Variable Frequency Drives | Danfoss Graham | VLT6000H40 | | 2 |
| 18 | Exhaust Fans | Greenheck | GB-220-3 | | 1 |
| 19 | Exhaust Fans | Greenheck | GB-240-7 | | 1 |
| 20 | Exhaust Fans | Greenheck | GB-090-4 | | 3 |
| 21 | Exhaust Fans | Greenheck | BSQ-200-10 | | 1 |
| 22 | Exhaust Fans | Greenheck | TBI-FS-4H42-75 | | 2 |

| No. | Description | Manufacturer | Model Number | Serial Number | Quantity |
|------------|--|-------------------------|---------------------|----------------------|-----------------|
| 23 | Exhaust Fans | Greenheck | CWB-098-4 | | 1 |
| 24 | Exhaust Fans | Greenheck | VAB-36F17-I-5 | | 1 |
| 25 | Exhaust Fans | Greenheck | BSQ-90-4 | | 1 |
| 26 | Supply Fan | Greenheck | BSQ-120-4 | | 1 |
| 27 | Submersible 1-1/4" Pump | Weil | 1409 | | 5 |
| 28 | Water Heaters | A.O. Smith | DEL-50-9KW | | 2 |
| 29 | Water Heaters | A.O. Smith | DEL-50-12KW | | 1 |
| 30 | Water Heaters | A.O. Smith | DRE-52-12 | | 2 |
| 31 | Water Heaters | A.O. Smith | DEL-10 | | 1 |
| 32 | Pump Motor | Marathon Electric | W541-10HP | | 2 |
| 33 | Pump Motor | Marathon Electric | W527-5HP | | 1 |
| 34 | Pump Motor | Marathon Electric | W567-30HP | | 2 |
| 35 | Pump Motor | Marathon Electric | W553-20HP | | 2 |
| 36 | Pump Motor | Marathon Electric | W539-10HP | | 1 |
| 37 | Pumps | Taco, Inc. | 1038 | | 2 |
| 38 | Pumps | Taco, Inc. | 1229 | | 3 |
| 39 | Pumps | Taco, Inc. | 1024 | | 2 |
| 40 | Pumps | Taco, Inc. | 824 | | 1 |
| 41 | Chemical Treatment System-Cooling Tower Controller | Advantage Controls | A | | 1 |
| 42 | Chemical Treatment System-Metering Pump | Chem-Tec | 15 | | 1 |
| 43 | Chemical Treatment System-Outdoor Timer | Intermatic | HB71R | | 1 |
| 44 | Hydraulic Slide Gate Operator | B&B | XL | | 4 |
| 45 | Projection Screen | DaLite | 120v - 8'x10' | | 3 |
| 46 | Water Heaters | A.O. Smith | DRE-120-30 | | 1 |
| 47 | Water Heaters | A.O. Smith | DRE-120-36 | | 1 |
| 48 | Water Heaters | A.O. Smith | DRE-120-24 | | 2 |
| 49 | Heat Trace | Thermon | FLX | | NA |
| 50 | Refrigerant Monitor | MSA | RT | | 1 |
| 51 | Forced Air Wall Mounted | Markel Products Company | G3325TTDRP | | 1 |
| 52 | Ceiling Mounted Electric Heater | Markel Products | G3483 | | 3 |

| No. | Description | Manufacturer | Model Number | Serial Number | Quantity |
|-----|---------------------------------------|----------------------------|--------------------------------|---------------|----------|
| | | Company | | | |
| 53 | Ceiling Mounted Electric Heater | Markel Products Company | GIG0513N | | 2 |
| 54 | Variable Air Volume Units (VAV boxes) | Environmental Technologies | CFR-EH | | 94 |
| 55 | Variable Air Volume Units (VAV boxes) | Environmental Technologies | CFR | | 84 |
| 56 | Electric Duct Heater | Markel Products Company | Custom Built | | 1 |
| 57 | Direct Digital Control System | Alerton Technologies | Custom Built | | 1 |
| 58 | Damper Actuator | Belimo | AF24 | | 1 |
| 59 | Damper Actuator | Belimo | AF24-SR | | 20 |
| 60 | Damper Actuator | Belimo | NF24 | | 2 |
| 61 | Damper Actuator | Belimo | AF24-S | | 2 |
| 62 | Actuator | Belimo | MP-9810 | | 2 |
| 63 | Actuator | Belimo | MP485 | | 1 |
| 64 | Actuator | Belimo | NVD24-3 US | | 6 |
| 65 | Actuator | Belimo | GM24 US | | 3 |
| 66 | Actuator | Valve Solutions | 1010S | | 2 |
| 67 | Actuator | Valve Solutions | 1020S | | 2 |
| 68 | Light Fixture | Atlantic | 65142E2-6610CL | | |
| 69 | Light Fixture | Atlantic | 65132E2-6610CL | | |
| 70 | Light Fixture | Atlantic | 65126E2-6610CL | | |
| 71 | Light Fixture | Atlantic | 65132E2-6610CL-EM | | |
| 72 | Light Fixture | Atlantic | 7150MH02-150MH/7111CL | | |
| 73 | Light Fixture | B-K Lighting | HP2-PH3035-TR-0-BLP-11-277V-AH | | |
| 74 | Light Fixture | Daltor Lighting | S10-26-BLACK-277V | | |
| 75 | Light Fixture | Exitronix | XEB30 | | |
| 76 | Light Fixture | Exitronix | 402-WB/NC-WH | | |
| 77 | Light Fixture | Exitronix | 403-WB/NC-WH | | |
| 78 | Light Fixture | Exitronix | 700-WB/NC-WH | | |
| 79 | Light Fixture | G Lighting | P-9117-F-LS-43X36-277V | | |

| No. | Description | Manufacturer | Model Number | Serial Number | Quantity |
|------------|--------------------|---------------------|---|----------------------|-----------------|
| 80 | Light Fixture | G Lighting | P-9117-F-LS-29x36-277V (Dual Action) | | |
| 81 | Light Fixture | G Lighting | SK-P7876-213-EXT-MOD W. DECO RING | | |
| 82 | Light Fixture | Hubbell | RS2GNA03B4E-1A-3G (lamped) | | |
| 83 | Light Fixture | Hubbell | RS2GNA03B4E-1C-3G (lamped) | | |
| 84 | Light Fixture | Hubbell | RS3GNA03B8E-1C-3G (lamped) | | |
| 85 | Light Fixture | Hubbell | RA7GNA03B4E-1A-3G (lamped) | | |
| 86 | Light Fixture | Hubbell | RA7GNA03B4E-1C-3G (lamped) | | |
| 87 | Light Fixture | Hubbell | ICO42RPA10B4 | | |
| 88 | Light Fixture | Hubbell | ICWG Wireguard | | |
| 89 | Light Fixture | Hubbell | ICCH Chain Set | | |
| 90 | Light Fixture | Hubbell | S125B277 | | |
| 91 | Light Fixture | Hubbell | ICWG Wireguard | | |
| 92 | Light Fixture | Hubbell | EWL042RSPDRL4 | | |
| 93 | Light Fixture | Hubbell | ICO42RPA10B4 | | |
| 94 | Light Fixture | Hubbell | ICWG Wireguard | | |
| 95 | Light Fixture | Hubbell | ICCH Chain Set | | |
| 96 | Light Fixture | Hubbell | WVX-301 & VCG-30 & VCGP-200 | | |
| 97 | Light Fixture | Hubbell | RD3GSZAFB4E-1A-3G | | |

| No. | Description | Manufacturer | Model Number | Serial Number | Quantity |
|-----|---------------|----------------|---|---------------|----------|
| | | | (lamped) | | |
| 98 | Light Fixture | Hubbell | RC2GSZAAB4E-1A-3G (lamped) | | |
| 99 | Light Fixture | Hubbell | RC2GSZAAB4E-1C-3G (lamped) | | |
| 100 | Light Fixture | Hubbell | RA2GSZACB4E-1A-3G (lamped) | | |
| 101 | Light Fixture | Hubbell | RD3GSZACB4E-1A-3G (lamped) | | |
| 102 | Light Fixture | Hubbell | A696WI02R240DB4W | | |
| 103 | Light Fixture | Hubbell | A648WI02R140DB4W | | |
| 104 | Light Fixture | Hubbell | MHS-Y175H-468-1 (Yoke) - MHS4-GS | | |
| 105 | Light Fixture | Hubbell | MHS-Y250H-468-1 (Yoke) - MHS4-GS | | |
| 106 | Light Fixture | Hubbell | F-050H1-1031-3 | | |
| 107 | Light Fixture | Hubbell/Devine | GFP80-150HPS-277V | | |
| 108 | Light Fixture | Hubbell/Devine | GFP80-150HPS-277V- EMQ | | |
| 109 | Light Fixture | Insight | SR923-SA-2-W | | |
| 110 | Light Fixture | Insight | WT-923-WBR-2-TBL | | |
| 111 | Light Fixture | Insight | WT923-WBR-2-TBL-QL | | |
| 112 | Light Fixture | Insight | (2) WT921-ST-2-TBL- WVS (back to back) | | |
| 113 | Light Fixture | Kurtzon | VL-B-1-80-2/OCT-277V- ELEC (8FT) | | |
| 114 | Light Fixture | Kurtzon | EL-S-1-2X4-4/OCT-277V | | |
| 115 | Light Fixture | LC Doane | USB4B3XCW-277EL- 15/30-TPKW | | |
| 116 | Light Fixture | LC Doane | USB4B3XSR-277EL- | | |

| No. | Description | Manufacturer | Model Number | Serial Number | Quantity |
|-----|---|-----------------------|--------------------------------------|---------------|----------|
| | | | 15/30-TPKW | | |
| 117 | Light Fixture | LC Doane | CRF323-DCW-277EL-15/30-TPW | | |
| 118 | Light Fixture | LC Doane | SWD1432-DCW-277EL-16/00-TPW | | |
| 119 | Light Fixture | LC Doane | SS323-DCW-277EL-15/30-TPKW | | |
| 120 | Light Fixture | Legion | 42-332-EB0-2X4-K19A-277V | | |
| 121 | Light Fixture | Legion | WH1265-232ACW-277V | | |
| 122 | Light Fixture | Light Control | CCAI25-14-T5HO-LP/ELB-CWM-277V (4FT) | | |
| 123 | Light Fixture | Lumax | UC132E04-SA (277V) | | |
| 124 | Light Fixture | Quality | OLV-12-F-MH70-277V-STD COLOR | | |
| 125 | Light Fixture | Strand Lighting | SL19-#11639-COLOR-CDM-SA/T-150W/942 | | |
| 126 | Light Fixture | Winona | P1-LS448FT55-277V-LCVB-RA-X-STD | | |
| 127 | Light Fixture | Winona | Mentor #3705 | | |
| 128 | Light Fixture | Gardco | 942-C-213TF-LV-277-NP | | |
| 129 | Occupancy Sensors | Sensor Switch, Inc. | WSD-PDT-W | | |
| 130 | Occupancy Sensors | Sensor Switch, Inc. | CM-9-LT | | |
| 131 | Occupancy Sensors | Sensor Switch, Inc. | CM-PDT-LT | | |
| 132 | Occupancy Sensors | Sensor Switch, Inc. | WV-PDT-LT | | |
| 133 | Occupancy Sensors | Sensor Switch, Inc. | WV-16-LT | | |
| 134 | Occupancy Sensors - Power Pack | Sensor Switch, Inc. | PP-20 | | |
| 135 | Fire Alarm System | Notifier Fire Systems | Various | | NA |
| 136 | Courtroom Sound System | Custom Built | Various | | NA |
| 137 | Electronic Control System | Easter-Owens Electric | Custom Built | | NA |
| 138 | Intercom/Paging System | Rauland | Custom Built | | NA |
| 139 | Access Control System-Proximity Readers | Infographics, Inc. | Custom Built | | NA |
| 140 | CCTV | Philips | Custom Built | | NA |

| No. | Description | Manufacturer | Model Number | Serial Number | Quantity |
|-----|-----------------------------------|----------------------|------------------------|------------------------|----------|
| 141 | Fire Pump | Aurora | 5-481-15Fire Pump481BF | 02-414591 | 1 |
| 142 | Pump Motor | US Electrical Motor | AD03 | E01-AD03-M | 1 |
| 143 | Electric Fire Pump Controller | Firetrol Inc | FTA130-AE75B | | 1 |
| 144 | Fire Pump Transformer Switch | Firetrol Inc. | FTA900-BL100B | | 1 |
| 145 | Refrigerator | General Electric Co. | GTS18KCPARBB | | 7 |
| 146 | Refrigerator | Sanyo | SR3620K | | 9 |
| 147 | Digital Video Disc Player | RCA | RC5225P | | 3 |
| 148 | 32" Diagonal Stereo TV | RCA | F32649 | | 1 |
| 149 | 20" Diagonal Flat Screen TV | RCA | F20TF10 | | 11 |
| 150 | 27" Diagonal Stereo TV | RCA | F25442 | | 3 |
| 151 | 38" Diagonal High Definition TV | RCA | F38310 | | 1 |
| 152 | 4 Head Hi-Fi Stereo VCR | RCA | VR708HF | | 3 |
| 153 | Water Coolers | HAWS | H1011.8 | | 12 |
| 154 | Ice Machines | Kenmore | 89489 w/ pump 1901 | EP2620700 EP2620701 | 2 |
| 155 | Fire Extinguisher | Amerex | B4561016 | | 40 |
| 156 | Refrigerated Cold Well | APW Wyott | | | |
| 157 | Hot Food Well | APW Wyott | | | |
| 158 | Convection Oven | Blodgett | | | |
| 159 | Convection Steamer | Cleveland | | | |
| 160 | Table Top Electric Skillets | Cleveland | | | |
| 161 | Cool Zone Electric Fryer | Frymaster | | | |
| 162 | Gas Range, Fryer & Broiler | Garland | | | |
| 163 | Kitchen Ventilation System | Grease Master | | | |
| 164 | Dishwasher | Hobart | | | |
| 165 | Slicer | Hobart | 2612 | 581-166-186 | |
| 166 | Mixer | Hobart | | | |
| 167 | Upright Deli Case | Hussmann | | | |
| 168 | Walk-in Cooler & Freezers | Kolpak | | | |
| 169 | Ice Machine | Mantitowoc | S570 | 020720390 | |
| 170 | Mini Conveyor Toaster | Merco Savory | | | |
| 171 | Food Processor | Robot Coupe | | | |
| 172 | Ice & Beverage System Carbonwater | Servend | | | |
| 173 | Refrigeration Reach In & Roll In | Traulsen & Co. Inc. | | | |

| No. | Description | Manufacturer | Model Number | Serial Number | Quantity |
|------------|--------------------------------------|---------------------|---------------------|----------------------|-----------------|
| 174 | Pizza Prep Table Model Refrigeration | Traulsen & Co. Inc. | | | |
| 175 | Gas Griddle | Vulcan | | | |
| 176 | Gas Range | Vulcan | | | |
| 177 | Microwave Oven | Whirlpool | MT4110SKB | | 1 |

CODES AND STANDARDS:

4.1 All Preventive Maintenance Practices including, but not limited to Examinations, cleaning, painting lubrication, adjusting, parts replacement, repairs and testing on all parts of the vertical transportation equipment, performed under this Specification shall comply with all applicable requirements of the Latest Editions of the following Codes and Standards, including all revisions and authorized changes.

1. **ANSI/NFPA 70** National Electrical Code
2. **ADAAG** Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities
3. **ANSI A117.1** Specifications for Making Building and Facilities Accessible to and Usable by Physically Challenged People
4. **UFAS** Uniform Federal Accessibility Standards
5. **NFPA 101** Life Safety Code
6. **SBC** Southern Building Code

Where Codes and Standards conflict, the stringent requirement(s) shall supersede.

Exhibit 4

LIST OF PUBLICATIONS

| <u>Applicable Publication</u> | <u>Sections</u> | <u>Title</u> | <u>Date</u> | <u>Portion</u> |
|--------------------------------------|------------------------------------|--|--------------------|-----------------------|
| ANSI-ASME | A17.1 A17.2 A17.3 QEI | American National Standards Institute Safety Code For Elevators & Escalators | Current | All |
| ANSI-ASME | A17-4 | Evacuation of passengers from stalled elevators | Current | All |
| ASME | | Boiler Pressure Codes | Current | Section VIII |
| EPA | Title 40 CFR 61 Part M | National Emission Standards for hazardous air | Current | All |
| Title 40 CFR | Part 260-268 | EPA Hazardous waste management | Current | All |
| ANSI Z - 88.2 | | For Respiratory protection | Current | All |
| | Title 29 CFR Parts 1900-1910 | OSHA Genl. Industry | Current | All |
| Title 29 CFR | Parts 1910.1030 | Blood borne Pathogens | Current | All |
| Title 40 CFR | Emissions Part 80 Sub part F | Recycling solutions | Current | All |
| Title 40 CFR | Part 761 | EPA – PCB's in Electrical Transformers | Current | All |
| 40 CFR Part 82 | | Subpart F | Current | All |
| NFPA 10 | | Portable Fire Extinguishers | Current | All |
| NFPA 17 | | Dry chemical Extinguishing Systems | Current | All |
| NFPA 17A | | Wet Chemical Extinguishing Systems | Current | All |

Exhibit 4

LIST OF PUBLICATIONS

| <u>Applicable Publication</u> | <u>Sections</u> | <u>Title</u> | <u>Date</u> | <u>Portion</u> |
|--------------------------------------|------------------------|--|--------------------|-----------------------|
| NFPA 25 | | Inspection Testing, and Maintenance of water Based Fire Protection Systems | Current | All |
| NFPA 72 | | National Fire Alarm Code | Current | All |
| NFPA 80 | | Fire Doors and Fire Windows | Current | All |
| NFPA 92A | | Smoke Control Systems | Current | All |
| NFPA 96 | | Ventilation Control and Fire Protection of Commercial Cooking Operations | Current | All |
| NFPA 101 | | Life Safety Code | Current | All |
| NFPA 110 | | Standard for Emergency and Standby Power Systems | Current | All |
| NFPA 2001 | | Clean Agent Systems | Current | All |