



Department of Purchasing

REQUEST FOR PROPOSAL

#05RFP8302K

STANDBY ENGINEERING AND RELATED SUPPORT SERVICES

FOR

ENVIRONMENT AND COMMUNITY DEVELOPMENT DEPARTMENT

**Proposal Opening Day, Date and Time:
Monday, January 10, 2005 @ 11:00 am, local time**

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

NOTE TO VENDOR:

Please respond to the attached bid, even if your company's response is a "no-bid". Completion of this form is not required, it is optional. We are very interested in ensuring that our bids are non-restrictive and that no bidder is eliminated arbitrarily. It is the county's intent to abolish any and all barriers to its' procurement process which prevents interested and qualified bidders from participating.

Should you respond with a "**no-bid**", please explain why.

Examples are:

- (1) Our company cannot meet these specifications because you require:

- 2) Our company cannot competitively bid on this product or service because:

- (3) Other:

Your response will be given careful consideration and included in the bid file with other vendor comments. If it appears, from the feedback received, that the specifications are restrictive your input will help the county make the necessary changes so that a greater number of interested bidders are included. Your input is needed, it will make a difference!

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PURCHASING DEPARTMENT GENERAL REQUIREMENTS

REQUEST FOR PROPOSAL (RFP) FORM 99-RFP

THE FOLLOWING INFORMATION PERTAINS TO THE SUBMISSION OF PROPOSAL TO FULTON 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 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 REQUEST FOR PROPOSAL (RFP) MUST BE FORMATTED AS SPECIFIED IN THE RFP. ADDITIONAL SHEETS, LITERATURE, ETC. SHOULD BE CLEARLY IDENTIFIED.
2. THE ORIGINAL AND THE REQUIRED NUMBER OF COPIES OF THE PROPOSAL MUST BE RETURNED TO:
FULTON COUNTY PURCHASING AGENT
FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA. 30303
3. THE ENVELOPE IN WHICH THE PROPOSAL IS SUBMITTED MUST BE SEALED AND CLEARLY LABELED WITH THE RFP 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 RESERVES THE RIGHT TO OPEN ANY PROPOSAL WHICH IS NOT MARKED AS SPECIFIED.
4. PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED MAY NOT BE OPENED OR CONSIDERED.
5. BY SUBMITTING A SIGNED PROPOSAL, RESPONDENT 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 RESPONDENT TO INSURE CORRECTNESS BEFORE PROPOSAL IS SUBMITTED. PERSON SIGNING THE PROPOSAL IS RESPONSIBLE FOR THE ACCURACY OF INFORMATION IN IT. THE RESPONDENT UNDERSTANDS AND AGREES THAT THE PROPOSAL, SPECIFICATIONS, PROVISIONS, AND THE TERMS AND CONDITIONS OF THE RFP BECOME A VALID CONTRACT BETWEEN FULTON COUNTY AND THE RESPONDENT UPON NOTICE OF AWARD OF CONTRACT IN WRITING AND/OR ISSUANCE OF A PURCHASE ORDER.

6. ANY CONTRACT AWARDED AS A RESULT OF THIS PROPOSAL SHALL COMPLY FULLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.
7. THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.
8. ABSOLUTELY NO FAX PROPOSALS OR REPRODUCTION PROPOSALS WILL BE ACCEPTED, EXCEPT THAT IF MULTIPLE COPIES OF THE PROPOSAL ARE REQUIRED, PHOTO-COPIES OF THE ORIGINAL MAY BE SUBMITTED AS THE EXTRA COPIES, PROVIDED THAT THEY ARE CLEARLY MARKED AS SUCH.
9. 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 RESPONDENT'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.
10. 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.
11. 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 CONTRACTOR 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 CONTRACTOR SHALL PROVIDE FULTON COUNTY THE BENEFIT THROUGH A REDUCTION IN PRICE OF ANY DECREASE IN THE CONTRACTOR'S COSTS BY REASON OF ANY TAX EXEMPTION BASED UPON FULTON COUNTY'S STATUS AS A TAX-EXEMPT ENTITY.
12. PROPOSE ALL ITEMS AS SPECIFIED OR INDICATE UNDER EACH ITEM WHAT ALTERNATIVE IS BEING PROPOSED AND WHY IT SHOULD BE CONSIDERED IN LIEU OF THE ORIGINAL SPECIFICATION. FAILURE TO INDICATE ANY EXCEPTIONS SHALL BE INTERPRETED AS THE RESPONDENT'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.

13. 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.
14. THE SUCCESSFUL VENDOR 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.
15. THE SUCCESSFUL VENDOR 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.
16. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR PROVIDING WARRANTY SERVICE ON ANY AND 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 VENDOR IS SOLELY RESPONSIBLE FOR ARRANGING FOR THE SERVICE TO BE PERFORMED.
17. THE SUCCESSFUL VENDOR SHALL BE RESPONSIBLE FOR THE PROPER TRAINING AND CERTIFICATION OF PERSONNEL USED IN THE PERFORMANCE OF THE SERVICES PROPOSED.
18. THE SUCCESSFUL VENDOR SHALL NOT ASSIGN, TRANSFER, CONVEY, SUBLET, OR OTHERWISE DISPOSE OF ANY CONTRACT RESULTING FROM THE RFP OR OF ANY OR ALL OF ITS RIGHTS, TITLE, OR INTEREST THEREIN WITHOUT PRIOR WRITTEN CONSENT OF THE FULTON COUNTY BOARD OF COMMISSIONERS.
19. 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.
20. VENDORS 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 RESPONDENT 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.

21. BY SUBMITTING A SIGNED PROPOSAL, RESPONDENT CERTIFIES THAT THERE HAS BEEN NO COLLUSION WITH ANY OTHER RESPONDENT. REASONABLE GROUNDS FOR BELIEVING RESPONDENT HAS AN INTEREST IN MORE THAN ONE PROPOSAL WILL RESULT IN REJECTION OF ALL PROPOSALS IN WHICH THE RESPONDENT HAS AN INTEREST. ANY PARTY TO COLLUSION MAY NOT BE CONSIDERED IN FUTURE PROPOSALS FOR THE SAME OR SIMILAR WORK.
22. UPON NOTICE OF SELECTION, THE VENDOR SUBMITTING THE PROPOSAL IS OBLIGATED TO PERFORM. SHOULD A SUCCESSFUL VENDOR REFUSE TO ENTER INTO A CONTRACT SUBSEQUENT TO AN AWARD, A PENALTY MAY BE ASSESSED AND/OR THE VENDOR MAY BE FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
23. IN CASE OF DEFAULT BY THE SUCCESSFUL VENDOR, FULTON COUNTY MAY PROCURE THE ARTICLES OR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL VENDOR RESPONSIBLE FOR ANY RESULTANT EXCESS COST.
24. SUCCESSFUL VENDORS 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 A VENDOR BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
25. 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.
26. 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 REQUEST FOR PROPOSAL AND THE PROPOSAL(S) RECEIVED - IN WHOLE OR IN PART - TO ONE OR SEVERAL VENDORS.

27. 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.
28. IF YOU DO NOT WISH TO FURNISH A PROPOSAL AT THIS TIME, PLEASE RETURN A COPY OF THE RFP AND STATE ON IT AND ON THE OUTSIDE OF THE ENVELOPE THAT YOU ARE SUBMITTING A "NO RESPONSE". YOU MUST STATE IN THE RESPONSE WHETHER YOUR COMPANY WISHES TO REMAIN ON FULTON COUNTY'S VENDOR LIST.
29. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. §50-18-70 ET SEQ.
30. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND RFP CLOSING PROCEDURES, O.C.G.A. 43-14-8.2 (H).
31. PRIOR TO BEGINNING ANY WORK, SUCCESSFUL CONTRACTOR WILL FURNISH TO FULTON COUNTY (FOR THE CONTRACTING FIRM AND FOR ANY SUBCONTRACTORS) A CERTIFICATE FROM AN INSURANCE COMPANY SHOWING ISSUANCE OF WORKERS' COMPENSATION COVERAGE FOR THE STATE OF GEORGIA OR A CERTIFICATE FROM THE GEORGIA WORKERS' COMPENSATION BOARD SHOWING PROOF OF ABILITY TO PAY COMPENSATION DIRECTLY.
32. 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.
33. 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.
34. 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 NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.

35. 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 CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE REJECTED AS BEING NON-RESPONSIVE.

SECTION I:

GENERAL REQUIREMENTS

1.0 PURPOSE

The Fulton County Purchasing Department solicits proposals from qualified and experienced vendors to provide Standby Professional Services, in support of the Department of Environment and Community Development, to establish a contract for the Scope of Work identified within this Request for Proposal, on an “as needed” basis contained herein.

1.1 DESCRIPTION OF PROJECT

This project is for Professional Engineering Services and related support services, especially in the areas of Plans Overview, hydrologic and hydraulic studies, grading, drainage, utilities, and erosion control, as well as field services, such as: surveying, inspections, and minor repairs and/or construction as may be required to ensure compliance to the various rules and regulations governing development and construction as regulated by Fulton County. These services will be required on a Standby basis to augment the existing staff of the Development Division of the Environment and Community Development Department of Fulton County.

1.2 TERM OF CONTRACT

The term of the contract will be for twelve (12) succeeding months from date of award by the Fulton County Board of Commissioners. Fulton County reserves the right of three (3) twelve (12) month renewal options pending availability of appropriated funding, contractor compliance with county rules and policies, satisfactory performance reports and Board of Commissioners approval. Option year prices shall be maintained at the rates approved at contract start.

1.3 NO CONTACT PROVISION

In accordance with Fulton County Policy & Procedure 800-9, 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.

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.

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 not responsive, and same shall not be considered for award.

Between the date of the issuance of any solicitation of bids or proposals for County contracts and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, no County officer, elected official, employee, or designated County representative, except in the course of carrying out obligations as a member of or a designated advisor to a vendor selection committee acting in accordance with the terms and conditions of the solicitation, shall initiate or continue any verbal or written communications regarding the solicitation with any person, firm, or business entity, however situated or composed, or any such representative of same, who the officer, elected official, employee, or representative knows or should have known has obtained a copy of the solicitation and either has submitted or may submit a bid or proposal; provided, further, except for members of or designated advisors to a vendor selection committee, no County officer, elected official, employee, or designated County representative shall contact any member of such a vendor selection committee regarding a pending solicitation between the date of the issuance of the solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, and all inquiries during this period regarding the solicitation shall be directed to the Purchasing Agent.

1.4 PROPOSAL CONTACT

Information regarding the proposal, either procedural or technical, may be obtained by contacting William Long at **(404) 730-7660**, Fulton County Department of Purchasing. Information regarding the proposal requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

**Fulton County Purchasing Department
Attn: William Long, Chief Assistant Purchasing Agent
130 Peachtree Street S.W., Suite 1168
Atlanta, GA 30303
Phone: (404) 730-7660
Fax: (404) 893-1744**

1.5 PRE-PROPOSAL CONFERENCE

No pre-proposal conference is scheduled for this solicitation. However, should the need to request clarification or additional information is required, the proposer in the event additional information is required the proposer must follow the following procedure: procedural and technical information regarding the proposal process may be obtained by contacting William Long, Chief Assistant Purchasing Agent, Purchasing Department at **404-730-7660**.

Only communications from firms which are in writing and signed will be recognized by the County. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information can be given.

1.6 ADDENDA

If any addenda are issued to this request for proposal, the County will attempt to notify all prospective proposers who have secured same; however, it shall be the responsibility of each proposer, prior to submitting the proposal, to contact the Fulton County Department of Purchasing at (404) 730-7660 to determine if addenda were issued and to make such addenda a part of the proposal. The proposer may also check the Purchasing website at www.co.fulton.ga.us, under Bid Opportunities for the solicitation number to review any addenda that may have been issued.

The last day of inquiries will be December 22, 2004 at 5:00 PM, local prevailing time. Only communications that are in writing and signed will be recognized by the County. All inquiries must include name of the proposal and the proposal RFP number. The County shall not be responsible for oral interpretations given by any County Employee, representative or others. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information can be given.

1.7 PROPOSAL SUBMISSION

Proposals shall clearly indicate the legal name, address, and telephone number of the proposer (company, firm, partnership, individual). Proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal. Sealed proposals must be submitted to:

Fulton County Purchasing Department
Attn: William Long, Chief Assistant Purchasing Agent
130 Peachtree Street S.W., Suite 1168
Atlanta, GA 30303
RFP#: **05RFP8302K**

- One (1) original and five (5) copies of your **TECHNICAL PROPOSAL**
- One (1) original and one (1) copy of the **COST FEE SCHEDULE**
- One (1) original and one (1) copy of the **CONTRACT COMPLIANCE FORMS**
- Three (3) copies financial statements for the previous three (3) years

Documents are to be separately sealed and marked and submitted in one sealed package, clearly marked on the outside "Sealed Proposal for STANDBY ENGINEERING and RELATED SUPPORT SERVICES."

1.8 LATE PROPOSALS/MODIFICATIONS

Any proposal received after the due date and time will not be considered. It shall be the sole responsibility of the proposer to have the proposal delivered to the Fulton County Department of Purchasing for receipt on or before the stated bid submission date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Purchasing Department. Proposals delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the proposer's request and

expense. Any proposal may be withdrawn up until the date and time set for the proposal opening. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days. Late Proposals/Late Modifications: Proposals or modifications received after the proposal due date and time shall be deemed as late and will not be accepted and/or considered.

1.9 PROPOSAL DEVELOPMENT EXPENSE

Any and all expenses for making proposals to the County are to be the responsibility of the proposer.

2.0 IRREVOCABLE OFFER

No Proposal may be modified, withdrawn, or cancelled by the Proposer for ninety (90) days following the date and time designated for receipt of Proposals, and each Proposer so agrees in submitting its Proposal. All adjustment factors shall remain valid during this time period unless noted otherwise.

Prior to the date and time designated for receipt of Proposals, a Proposal may be withdrawn on written or facsimile (fax) request, provided that written confirmation of any fax withdrawal over the signature of the Proposer must have been mailed and postmarked on or before the date and time set for receipt of Proposals. A withdrawn Proposal may be resubmitted up to the date and time designated for receipt of Proposals, provided that it is then fully in conformance with these Instructions to Proposers.

2.1 RESERVED RIGHTS

Fulton 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 proposer providing the lowest cost proposal 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. 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 services requested. 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.

2.2 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.

2.3 CONTRACT DOCUMENT

The agreement or contract resulting from the acceptance of a proposal shall be the contract agreement document in the format form and content contained herein, except the County Attorney has the unilateral right to modify this agreement, as may be necessary.

2.4 AVAILABILITY OF DOCUMENTS

Availability of Documents: Copies of the Request for Proposal documents will be available on hard copy at the Pre-proposal Conference and at the Purchasing Department address specified above.

2.5 EXAMINATION OF CONTRACT DOCUMENTS

Prospective Proposers shall examine the Contract Documents and, before submitting a proposal, shall make a written request to the County or its designee for an interpretation or correction of any ambiguity, inconsistency or error therein which could be discovered by a proposer. At the time of the opening of proposals, each proposer shall be presumed to have read and to be familiar with the Contract Documents.

2.6 ADDITIONAL INFORMATION

In the event additional information is required please assume the following procedure: Procedural information regarding the proposal process may be obtained by contacting William Long, Purchasing Department at **404-730-7660**.

Technical and Procedural information regarding the proposal requirements may be obtained by following the following procedure: Inquiries must be submitted in writing to William Long, Purchasing Department via fax at 404 730-7660. A copy of such correspondence must be sent to William Long, Chief Assistant Purchasing Agent, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303.

Only communications from firms which are in writing and signed will be recognized by the County. The County shall not be responsible for oral interpretations given by any County employee, representative or others. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information can be given.

2.7 TERMINATION

The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing, to terminate the contract without further notice to the contractor and order the contractor to stop work immediately and vacate

the premises. Vendor Agrees by its proposal submission that the County's decision is final and valid.

2.8 INSURANCE

Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply:

- A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letter.
- B. Each respondent shall submit with the proposal proof of insurance indicated below. The insurance shall be for the contract period.
- C. Respondent must maintain, at their expense, insurance in at least the following amounts and types.
- D. The Contractor shall ensure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.
- E. The Certificate of Insurance shall identify the Certificate Holder as:

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

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)

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

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE Combined Single Limits

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

4.	ELECTRONIC DATA PROCESSING LIABILITY (Required if computer contractor)	Limits	-	\$1,000,000
5.	<u>UMBRELLA LIABILITY</u> (In excess of above noted coverage's)	Each Occurrence	-	\$3,000,000
6.	PROFESSIONAL LIABILITY (Required if respondent providing quotation for professional services).	Each Occurrence	-	\$5,000,000
7.	FIDELITY BOND (Employee Dishonesty)	Each Occurrence	-	\$ 100,000

Insurance in no way Limits the Liability of the Respondent.

2.9 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contractor: Provided, however the contractor shall not be liable for any damages resulting from the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

2.10 INFORMATION TO BE SUBMITTED

Proposers must be straight forward and provide concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly demonstrate the bidders technical approach and rational. All proposals shall be spiral bound or a AGBC type binder with all pages being 8.5" x 11". The proposal must have a table of contents and each page must be numbered. Failure to submit any required data item may be cause for rejection. Proposers may submit such other data as they deem appropriate; however, voluminous or overly elaborate proposals are discouraged.

Proposal information shall include:

1. **Organization Description** - Provide a short resume' of the organization. Include types of similar services/products performed/provided by the firm.
2. **References** - Provide a list of references, contacts and telephone numbers that may be contacted regarding firm performance.
3. **Organization Profile** - Provide a personnel summary of those individuals anticipated to be assigned to the project and the percentage of project for which each will be responsible.
4. **Current Workload** - Provide the existing workload of personnel to be assigned, showing the ability to meet the needs of the project.
5. **Project Experience** - Provide experience the firm has had with projects similar to

the one described herein. Include a contact person, name of project and telephone number, other than members of your firm that can be contacted regarding this project.

6. **Project Management Plan/Approach of Work** - Provide a plan indicating how the proposer envisions performing the work, as well as a schedule with milestones to indicate the time required.
7. **Compliance with the County's Non-Discrimination Policy** - Provide information on the efforts made toward compliance with County's Non-Discrimination Policy.
8. **List of Service Costs** - Provide a current rate schedule for all those elements that will be involved in this project. These rates shall remain in effect for the duration of this project. **This list of service costs shall be included in a separate package from the detailed proposal.** The cost proposal shall include, at a minimum, hourly rates per staff member assigned to the project.
9. **Insurance** - Insurance certificates certifying proof of coverage as required in the amounts specified herein.
10. **Affidavits** - Signed, certified copies of the Non-Conflict of Interest; Non-Collusion Affidavit of Proposer; and the Non-Collusion Affidavit of Sub-Contractor contained herein.
11. **Financial Capability** - Provide certified copies of financial statements for the previous three (3) years.

2.11 AWARD

The award of the contract shall be made by the Board of Commissioners of Fulton County to the responsible proposer whose proposal is determined, upon written recommendation by the County Manager, the Purchasing Agent and the Director of Environment and Community Development, to be in the best interest of the County taking into consideration price and the evaluation factors set forth in the Request For Proposal.

2.12 EVALUATION AND RECOMMENDATION CRITERIA

Proposals submitted for the project are to include (as a minimum) (1) Scope of Services, and proposer's understanding of services to be provided; (2) Proposer's experience and references; (3) Staff qualifications and experience; (4) Schedule; (5) Bid (*in a separate package*); and (6) other support data, as appropriate.

Each proposal will be evaluated on the following criteria:

1. **Clarity and Quality of Proposal – 10 pts**
The Proposal must be specific and contain, at a minimum, the details as required to demonstrate an ability to meet or exceed those services outlined within the Scope of Services and will clearly represent the Proposer in form and presentation.

2. **Current Workload – 10 pts**
The Proposal must outline all work in progress and those assignments that may conflict with staffing for any call for services that might be forthcoming from the County pursuant to this contract, demonstrating that the Vendor will be able to provide services, at the levels of professional credentials required, without causing delays for the County or undue stress on the Vendor which might affect the quality of work performed by the Vendor.
3. **Performance Record – 10 pts**
The Proposal must give a detailed report of related experiences that will demonstrate the ability of the Vendor to perform those duties and provide the services as outlined in this Request for Proposal.
4. **Project Management Plan and Approach of Work – 10 pts**
The Proposal will outline the plan that the Vendor will use to provide for the most effective management of the project or assignments put forth by the County such that minimum charges will be made to the overall costs of the task with the maximum amount of productivity from the Vendor.
5. **Quality of Staff and Relative Experience – 10 pts**
The Proposal will include the resumes or curriculum vitae of those qualified personnel to fill the duties of the assignments at the appropriate levels of professional credentialing and past experience, as defined by the County, for any assignment given within the Scope of Services of this Request for Proposal.
6. **Financial Responsibility – 10 pts**
The Proposal must demonstrate that the Vendor has accomplished the responsibilities of similar contracts that are valued within \$10,000 range of the minimum value of this Proposal.
7. **Responsiveness – 10 pts**
The Proposal must be complete and address the needs of all of the services potentially required in the Scope of Services, regardless of whether the response includes Sub-Contractors or not. Additional focus and benefit will be given to those agencies that utilize Small Historically Disadvantaged Businesses (SHDB) also known as Minority and Female Business Enterprises as subcontractors for a minimum of 15% of minimum award for this Request for Proposal.
8. **Cost Proposal Fee (to be submitted in a separate package from the technical proposal) – 20 pts**
The Cost Proposed Fee schedule must be submitted upon the format identified in Section IV – Cost Proposal and must include all professional service levels, including those services to be provided by Sub-Contractors.
10. **Local Preference Points - Businesses located within the geographic boundary of Fulton County – 10 pts**
Those proposals from prime vendors who are located within the geographic

boundary of Fulton County will be given additional benefit in this evaluation, per the Board of Commissioners of Fulton County. The prime bidding vendor must have an established office located within the geographic boundaries of Fulton County, Georgia.

2.13 SPECIAL PROVISIONS

Prior to commencement of the project, the Proposer shall recommend and secure the County's written approval of project work activities and the methods to be used in accomplishing the work for the Project. Any changes deviating from the approved shall require re-approval by the County.

The Proposer shall submit transmittals of all correspondence, telephone conversations, and minutes of all meetings relative to the Project.

The Proposer will notify all property owners or occupants each and every time of the intent to enter properties for the purpose of accomplishing work or other field investigations in accordance with the practices of the County. The Proposer shall discuss with and receive approval from the Fulton County Department of Environment and Community Development prior to sending said notices of intent to enter private property. Upon request by the Proposer, the County will provide the necessary documents identifying the Proposer for the purpose described in the Request For Proposal. If the property owner or occupant denies the Proposer permission to enter, such incident will be reported to the County and the County will initiate such action as is dictated by current policy and procedure.

The Proposer shall perform the services required to accomplish the work plan as stated. The Proposer shall meet with the County for review of the work on a regular monthly basis as determined by the County.

All professional personnel, including subcontractors, engaged in performing services for the Proposer under the proposal are indicated in a personnel listing attached thereto, and incorporated therein by reference. No changes or substitutions shall be permitted in the Proposer's key personnel as set forth herein without the prior written approval of the Director of Environment and Community Development or his designee. The Proposer shall employ only qualified persons in those positions involving supervision and/or design of the work.

2.14 MINIMUM PRIME PARTICIPATION

Fulton County policy Section 102-357 states that no contract or project will be presented to the Board of Commissioners for approval which does not require that the prime contractor or vendor for the project or contract actually perform no less than 51 percent of the scope of the work of the prime contract.

2.15 DOWNLOAD REGISTRATION

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under “Bid Opportunities.” Any firm or person who downloads this Bid Document from the website or obtains this document from sources other than Fulton County Purchasing Department and desires to participate in the bid opportunity shall fill out and return the “Download Registration Form” in this section to:

Department of Purchasing
Fulton County Government
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
RFP #:05RFP8302K

This is to certify that on this day, bidder acknowledges that he/she obtained this bid document from the Fulton County Government Purchasing Department’s website ; www.co.fulton.ga.us.

To ensure that interested parties receive any and all addendums that may be issued pertaining to this bid document, it is necessary that this form be completed and returned to the Purchasing Department prior to the bid opening date when the bid document has been downloaded from the County’s website. It is the responsibility of the bidding firm to verify that they have received all addendums,

If this form is completed and submitted to the Purchasing Department and then the firm or company decides not to submit a bid for this procurement, the firm must submit a statement to the Fulton County Purchasing Department that they are not submitting a bid.

BID DOWNLOAD REGISTRATION FORM

Company _____

Person Downloading Bid _____

Address _____

City _____ State _____

Telephone Number: _____

Email Address _____

Date Bid Downloaded _____

Note: All addenda issued for bids are posted on the County’s website under the bid solicitation number.

SECTION II: REQUIRED FORMS SUBMITTALS

NON-COLLUSION AFFIDAVIT OF PROPOSER

(FC Sec 2-320, (11))

The information in this form shall be completed and submitted with proposals.

State of _____)

)ss.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent) of _____ the
Proposer that has submitted the Proposal;
- (2) He is fully informed respecting the preparation and contents of the proposal and of all
pertinent circumstances respecting such proposal;
- (3) Such Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a
collusive or sham Proposal in connection with the Contract for which the proposal has been
submitted or refrain from submitting a proposal in connection with such Contract, or has in
any manner, directly or indirectly, sought by agreement or collusion or communication or
conference with any other Proposer, firm or person to fix the price or prices in the Proposal or
of any other proposer, or to fix any overhead, profit or cost element of the proposal price or
the proposal price of any other proposer, or to secure through any collusion, conspiracy,
connivance or unlawful agreement any advantage against Fulton County or any person
interested in the proposed Contract; and

The price or prices in the proposal are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the proposer or any of its
agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and Sworn to before me this ____ day of _____, 200__.

Title

My commission expires _____

(Date)

**NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR
(FC Sec 2-320, (11))**

The information in this form shall be completed and submitted with proposals.

State of _____)

)ss.

County of _____)

_____, being first duly sworn, deposes and says that:

He is _____

(owner, partner officer, representative, or agent)

of _____, hereinafter referred to as the "Subcontractor";

- (2) He is fully informed respecting the preparation and contents of the Proposal submitted by the Subcontractor to _____, the Contractor for certain work connection with the _____ Contractor pertaining to the Project in Fulton County, Georgia.
- (3) Such Subcontractor's Proposal is genuine and is not a collusive of sham Proposal;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said Subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and

The price or prices in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and Sworn to before me this ____ day of _____ 200____.

Title

My commission expires _____

(Date)

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS

The information in this form shall be completed and submitted with proposals.

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

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(CORPORATE SEAL)

ANY TIER OF SUCH ENTITY'S CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION 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 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 YEARS.

(B) CAUSES FOR SUSPENSION. THE CAUSES FOR SUSPENSION INCLUDE:

- (1) CONVICTION FOR COMMISSION OF A CRIMINAL OFFENSE AS AN INCIDENT TO OBTAINOR ATTEMPTING TO OBTAIN A PUBLIC OR PRIVATE CONTRACT OR SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;
- (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 BASIS FOR SUSPENSION;
 - C. MATERIAL MISREPRESENTATION 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) COMMISSION OR SOLICITATION OF ANY ACT THAT WOULD CONSTITUTE A VIOLATION OF THE ETHICAL STANDARDS SET FORTH IN FULTON COUNTY 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.

NON CONFLICT OF INTEREST CERTIFICATION

I, _____, as the legal representative of _____, do certify that we will not perform any type of Professional services for property owners adjacent or contiguous to any project assigned by Fulton County, during the active life of such project. Further, I additionally certify that if we already have an agreement(s) with property owner(s) adjacent or contiguous to a project assigned by Fulton County, we will either reject the County assignment, or cancel the property owner already in effect if so directed by Fulton County Board of Commissioners. In no case will our firm utilize our knowledge of the on-going Fulton County Project for professional gain during the active life of such Project.

Name

Title

Date

Witness:

Name

Title

Date

NON-DISCRIMINATION IN CONTRACTING and PROCUREMENT

Policy Statement: 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 that Fulton County Government and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EB) Plan: In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with the bid. 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 Plan should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within 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 Department of Contract Compliance's Exhibit G Form (Prime Contractor's Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (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 funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County, the prime contractor shall pay no more than then fifteen (15) days from date of payment as provided for by state law.

Authority to Investigate: The Director of the Fulton County Department of Contract Compliance shall be authorized to investigate discriminatory practices of any vendor who contracts with or seeks to contract with Fulton County. Such investigation may be initiated by the Director of the Department of Contract Compliance on the Director's own initiative, or by a complaint from another, when information available to the Director provides a reasonable basis to believe that such vendor may be engaged in private discriminatory conduct.

COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents**. **Failure to provide this information shall result in the Bid being deemed non-responsive:**

- < Promise of Non-Discrimination (Exhibit A)
- < Employment Report (Exhibit B)
- < Schedule of Intended Subcontractor Utilization (Exhibit C)
- < Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- < Declaration Regarding Subcontractor Practices (Exhibit E), if applicable
- < Joint Venture Disclosure Affidavit (Exhibit F), if applicable
- < **Equal Business Opportunity Plan (EBO Plan)**

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

**DEPARTMENT OF CONTRACT COMPLIANCE
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 therefrom,
- 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: _____

**DEPARTMENT OF CONTRACT COMPLIANCE
EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the bidder **must** be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder 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 INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/Sales Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder _____ Subcontractor

Date Completed: _____

**DEPARTMENT OF CONTRACT COMPLIANCE
EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid**. All prime bidders **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: _____

RFP NUMBER: 05RFP8302K

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

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

Show total dollar value and percentage of work to be performed by the Prime:

Total Dollar Value of work: _____

Total percentage of work: _____

2. If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.
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, attach copy of recent certification letter.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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, attach copy of recent certification letter.

Total Dollar Value of Subcontracting Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid 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 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 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 Owner, 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 Owner 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 Owner may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

**DEPARTMENT OF CONTRACT COMPLIANCE
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. 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)

RFP Number 05RFP8302K
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)

Signature _____

Title _____

Date _____

(Subcontractor)

Signature _____

Title _____

Date _____

**DEPARTMENT OF CONTRACT COMPLIANCE
EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

_____ Hereby declares that it is my/our intent to
(Bidder)
perform 100% of the work required for **05RFP8302K**
(RFP Number)

(Description of Work)

In making this declaration, the bidder states the following:

1. That the bidder 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 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 bidder’s decision 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: _____

**DEPARTMENT OF CONTRACT COMPLIANCE
EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

RFP No. 05RFP8302K

Project Name _____

This form must be completed and submitted with the bid 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, 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:

Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

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 venture and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venture 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 estimate contract cash flow for each joint venture.
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 venture will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venture 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 venture.
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.

Percent of ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venture 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 a small business 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 officer, personally appeared

_____, 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.

DEPARTMENT OF CONTRACT COMPLIANCE
EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing 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 to participate 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)

SECTION: III

SCOPE OF SERVICES

The Scope of Services include Professional Engineering Services and related support services, especially in the areas of Plans Overview, hydrologic and hydraulic studies, grading, drainage, utilities, and erosion control, as well as field services, such as: surveying , inspections, and minor repairs and/or construction as may be required to ensure compliance to the various rules and regulations governing development and construction as regulated by Fulton County. These services will be required on a Standby basis to augment the existing staff of the Development Division of the Environment and Community Development Department of Fulton County.

PERSONNEL: Scope of this work requires experience personnel at the following levels:

- I. Management and Coordination:
 - Principal Engineer
- II. Professional/Licensed Personnel
 - Georgia Registered Engineer
 - Georgia Registered Architect
 - Georgia Registered Arborist
 - Georgia Registered Landscape Architect
 - Georgia Registered Surveyor
- III. Professional Support Personnel
 - E.I.T Engineer
 - Engineering Technician
 - Architectural Technician
 - Planners
 - Survey Crew
 - On-Site Inspector
 - Trades Inspectors
- IV. Support Personnel
 - Drafter/CAD Operator
 - Clerical

CRITERIA FOR SELECTION

Firm must be registered with the State of Georgia as an Engineering Firm, duly authorized and licensed to conduct business as such. Evidence of current said licenses must be presented along with the Proposal. Firms must be able to provide professional level services similar but not less than that provided by current Fulton County staff.

Firms must be able to provide said services with notice of less than 48-hours. Firms must not do business with Fulton County for the purposes of designing construction projects for private firms, organizations or businesses which are likely to seek permitting from this division. Fulton County reserves the right to award this proposal as a whole, or in part, to one or more vendors. Even if selected, the firm(s) will not be entitled to any of the funds set aside for these programs unless called upon for service.

The intent of this selection process will be to establish ¹a primary vendor with an award to equal 60% of the total award and ²two secondary vendor s with an award equal to 20% for each of the total award. If there should only be two proposals submitted, and both parties are deemed to be able to provide the services described herein, then the award shall be distributed as 70% to a primary vendor and 30% to the secondary vendor. Should there be only a single proposal offered, a full 100% will be awarded to that vendor. Those vendors awarded any portion of the project must agree to match the lowest offering in every particular, without exception.

The total allocation or cost per assignment shall not exceed those funds established by the Board of Commissioners in the FY 2005 budget. Duration of this Standby Agreement is for twelve (12) succeeding months from date of award by the Fulton County Board of Commissioners. Fulton County reserves the right of three (3) twelve (12) month renewal options pending availability of appropriated funding, contractor compliance with county rules and policies, satisfactory performance reports and Board of Commissioners approval. Option year prices shall be maintained at the rates approved at contract start.

SECTION IV:**COST PROPOSAL FEE SCHEDULE**

Total Bid Price shall include all Scope of Services' items, overhead, meetings, coordination, insurance, printing costs, computer time, and other items as outlined in this Request for Proposal. All assignments shall be based upon a billing rate per hour. The PROPOSER will include his/her fees for the type of skills and credentials for personnel as outlined below:

Professional Category	Classification	Billing Rate Per Hour
Management and Coordination		
	Principal Engineer	\$
Professional/Licensed Personnel		
	Georgia Registered Engineer	\$
	Georgia Registered Architect	\$
	Georgia Registered Arborist	\$
	Georgia Registered Landscape Architect	\$
	Georgia Registered Surveyor	\$
Professional Support Personnel		
	E.I.T. Engineer	\$
	Engineering Technician	\$
	Architectural Technician	\$
	Planners	\$
	Survey Crew	\$
	On-Site Inspector	\$
	Trades Inspectors	\$
Support Personnel		
	Drafter/CAD Operator	\$
	Clerical	\$

NOTE: No other classification, including upper level management or administrative, may be charged in association with these services.

Proposer Name: _____

Address: _____

City/State/Zip: _____

Authorized Representative: _____

BASIS OF PAYMENTS

The Basis of Payments for the services furnished under this REQUEST FOR PROPOSAL shall be those necessary to perform the work and provide the associated deliverables as contained in the Scope of Services herein. The rates indicated in Cost Proposal Fee Schedule will prevail throughout the duration of the contract.

FULTONCOUNTY will pay the Proposer monthly for costs as indicated in the basis of payments for hours expended and/or work performed on the Fulton County Project. For purposes of this Request for Proposal, Salaries and Direct Costs shall be defined as follows:

1. Hourly Rates

Hourly rates will be paid for actual hours expended on the project at the rate shown for each Professional Category. Hourly rates will be charged hereunder for actual hours of any employee devoted to or working on the project in accordance with this proposal. All hours will be billed monthly at the employee's regular hourly rate. Initial set up for accounting purposes and administration, including management oversight is allowed. Monthly oversight and administrative fees for billing and account management will not be considered.

2. Direct Costs

Costs of printing, reproduction, photographs, postage, travel, parking, normal supplies and exhibits expenses will be reimbursed in accordance with COUNTY'S regulations. These costs, or an estimation of the monthly expenditure when services are to be used, will be submitted and pre-approved by the COUNTY at the time of contract execution. Proposer will submit a monthly schedule of progress, in a form to be agreed upon by the COUNTY and Proposer. The schedule will show progress for the period covered in addition to progress prior to the reporting period.

SECTION V: SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FULTON COUNTY, GEORGIA

THIS AGREEMENT, made as of this the ____ day of _____, 20 ____, by and between FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the COUNTY); and *(((Name of Firm)))*.

a corporation, organized and existing under the laws of the State of Georgia, with offices in Fulton County, Georgia (hereinafter referred to as the ENGINEER), shall constitute the terms and conditions under which the ENGINEER shall provide Professional Engineering Services.

WITNESSETH:

WHEREAS, the County has need of professional engineering services regarding the review of design and construction plans submitted for permitting to the Department of Environment and Community Development, overview and problems solving, field inspections and surveys, and other duties and services as may be required to provided assurance of compliance with the rules, regulations, and laws of Fulton County and other entities as related to development and construction activities in unincorporated Fulton County and other jurisdictions, as may be needed to support existing Fulton County staff.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the COUNTY shall and does hereby employ said ENGINEER and the ENGINEER'S consultants to perform certain services as follows:

ARTICLE I ENGINEER'S RESPONSIBILITIES

- A. The ENGINEER'S services consist of those services performed by the, ENGINEER and the ENGINEER'S employees and consultants as enumerated in Article II of this Agreement. The ENGINEER shall deliver a copy of this Agreement to each of its consultants. In addition, the ENGINEER shall procure current copies of applicable codes, COUNTY ordinances and permitting requirements, and design and construction standards.
- B. The ENGINEER shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The ENGINEER shall review the plans to assure compliance with all applicable codes and laws in affect at the time said are delivered to the COUNTY. The ENGINEER shall identify an authorized representative who will be the principal contact throughout the work.
- C. The ENGINEER shall furnish the services of other engineers and consultants when such services are reasonably required by the scope of services as requested by the COUNTY.
- D. The ENGINEER agrees, and he agrees to bind his consultants, that the COUNTY is at {}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

liberty to directly engage other engineers and consultants for the purpose of checking, reviewing, and commenting on the work of the ENGINEER and his consultants. The COUNTY is hereby authorized to deliver a copy of this Agreement to engineers and consultants as selected by the COUNTY for the foregoing purposes, and such delivery will constitute the unqualified consent and Agreement on the part of the ENGINEER and his engineers and consultants to the checking, reviewing, and commenting upon the work of the ENGINEER and his consultants.

The ENGINEER agrees to provide, for the files of the COUNTY, a copy of the Certificate of Authorization to offer to practice professional engineering services issued by the State of Georgia, Board of Professional Engineers and Land Surveyors, pursuant to O.C. G. A. 43-15-23.1, prior to accepting any assignments for services under this agreement

ARTICLE II. SCOPE OF WORK

The ENGINEER agrees to provide Professional Engineering Services as required by the COUNTY and indicated in the scope of services indicated in RFP XXXXXXXX and Engineer's Proposal in response thereto which are specifically incorporated herein by reference, and within this Agreement. Services shall include:

1. Professional Engineering Services, especially in the areas of plans overview, hydrologic and hydraulic studies, grading, drainage, utilities, and erosion control, as well as field services, such as: surveying , inspections, and minor repairs and/or construction as may be required to ensure compliance to the various rule and regulations governing development and construction as regulated by Fulton County, on a Standby basis to augment the existing staff of the Development Division of the Environment and Community Development Department of Fulton County.
2. Personnel that may be required at the following levels of experience:
 - Principle Engineer
 - Georgia Registered Engineer
 - Georgia Registered Architect
 - Georgia Registered Arborist
 - Georgia Registered Landscape Architect
 - Georgia Registered Surveyor
 - E.I.T. Engineer
 - Engineering Technicians
 - Architectural Technicians
 - Planner
 - Survey Crew
 - On-Site Inspector
 - Trades Inspectors
 - Drafter/CAD Operator
 - Clerical

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3. ENGINEER must be able to provide professional level services similar but not less than that provided by the current Fulton County staff.
4. ENGINEER must be able to provide said services with notice of less than 48-hours.
5. During the term of this Agreement, ENGINEER must neither do business within Fulton County for the purposes of designing construction projects nor seek permitting from this division or Department.

ARTICLE III. CONTRACT TIME

The services to be performed under this Agreement shall commence within five (5) calendar days after receipt of written notice to proceed. Duration of this stand-by engineering Agreement is from the date of receipt of written notice to proceed for one 12-month period. This contract may be renewed for up to three (3) 12-month periods pursuant to action by the COUNTY.

ARTICLE IV. COMPENSATION

The COUNTY shall pay the ENGINEER for basic services performed, including direct and indirect costs incurred in a sum not to exceed : ***{{{all or some portion of allocation by the BOC}}}*** based on an hourly rate for each specialty personnel. The hourly rates for each type of such specialty personnel are set forth in Exhibit "A", attached hereto and incorporated herein by reference.

This cost includes all services and direct and indirect expenses as indicated in this Agreement and in RFP No. 05RFP_____. The ENGINEER certifies that he has provided his engineers and consultants with a copy of the RFP and this Agreement, to develop their fee amounts that are included in the above lump sum fee for all services, direct and indirect expenses.

The ENGINEER acknowledges, understands and agrees that it shall perform under this Agreement on a stand-by basis only, and that the ENGINEER has no right to receive from the COUNTY any assignments, projects or functions whatsoever. The ENGINEER further acknowledges, understands and agrees that the above-stated Not to Exceed Sum Cost constitutes a fund that shall apply to the COUNTY's stand-by agreements with multiple engineering contractors and that the County shall have complete discretion to determine what assignments, projects or functions, if any, shall be performed by ENGINEER or any other stand-by engineering contractor. Additionally, the ENGINEER acknowledges, understands and agrees that, notwithstanding any other provision(s) of this Agreement, it has no right to receive any payments or amounts from the COUNTY, unless and until, 1) the ENGINEER is selected by the COUNTY to perform a specific function or functions; and, 2) the ENGINEER satisfactorily completes such function(s). Details of payment(s) to ENGINEER are set forth below. Finally, ENGINEER acknowledges and agrees that this Agreement is specifically contingent upon allocation of funding in the Final FY 2005 budget by the Fulton County Board of Commissioners, and that the above-stated may be reduced or eliminated by such final budget ***{{{{{{{{SAMPLE AGREEMENT}}}}}}}}***

approval and is subject to possible change order and/or contract amendment throughout the contract period.

Payments on account of said fee for basic services and expenses shall be made payable on a monthly basis, after the work has been completed, as mutually agreed upon by the ENGINEER and COUNTY prior to execution of the Agreement. Compensation to the ENGINEER will be made consistent with the following:

- A. Except as required by other provisions of this Agreement specifically cited and stated to be an exception from this clause, the COUNTY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the Not to Exceed Sum Cost set forth above. The Not to Exceed Cost includes direct and indirect costs. In the absence of the specified exception, the COUNTY shall not be obligated to compensate the ENGINEER for any costs which the ENGINEER incurs in excess of the Not to Exceed Sum Cost details set forth, whether those excess costs were incurred during the course of the Agreement or as a result of termination.
- B. It is further agreed by the parties that the Not to Exceed Sum Cost set forth in connection with the services identified in Article II and supplemented in the ENGINEER'S fee proposal is based on the fee rate and expense breakdown negotiated between the COUNTY and the ENGINEER for the Agreement contract period ending at final payment . If the services covered in this Agreement have not been completed prior to the termination date and if said completion is delayed by circumstances beyond the control of the ENGINEER, the ENGINEER shall notify the COUNTY in writing of the circumstances. The basis of payment may be renegotiated to allow for changes in the Not to Exceed Sum Cost of services.
- C. It is further agreed that the above payments for service under this Agreement have been arrived at after discussions between the COUNTY and the ENGINEER in consideration of the scope of work as outlined in the RFP 05RFP_____ and Article II, above, and the prevailing cost for such Services, and the cost or pricing data used are provided in a complete, current, accurate and satisfactory format to the County.
- D. It is also mutually agreed that the above payment shall be compensation only for those services specifically identified in this Agreement and indicated in RFP 05RFP_____ through the termination date.
- E. The ENGINEER shall invoice for services on a monthly basis. Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment within thirty (30) days. Invoices received after the fifth (5th) calendar day of the month may not be paid until the twenty-fifth (25th) day of the following month. Invoices shall detail the services provided and the personnel involved in each assignment as agreed between the ENGINEER and the COUNTY. The invoice shall be in tabulation format. Reimbursable costs shall be shown separate from basic service costs and in tabulation format. Additional services (if any) shall be shown separate and also be itemized in the same format as basic services. Each invoice shall be accompanied by a brief narrative progress report which outlines the work accomplished during the billing period and any problems that may be inhibiting the project execution. The parties hereto

{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

expressly agree that the contract terms required by this Agreement shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et. seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement.

- F. The ENGINEER agrees that acceptance of the final payment for work or services performed up to and including the last day of the term shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the COUNTY from any and all further claims related to payment for services and materials furnished in connection with this Agreement.
- G. In case of termination of the Agreement by the COUNTY before completion of the work, the ENGINEER will be paid only for the work satisfactorily completed as of the date of termination as determined by the COUNTY at its sole discretion.
- H. In the event that any claim, dispute, allegation, action, lawsuit, legal or other controversy results in whole or in part from the ENGINEER'S services, or negligent errors, acts or omissions or breach of contract on the part of the ENGINEER or its engineers or consultants, the ENGINEER and its engineers and consultants will provide analysis and expert and other testimony on behalf of the COUNTY and assist the COUNTY in the defense of any such claim, dispute, allegation, action, lawsuit, legal or other controversy, and there will be no payment for these services to the ENGINEER or its engineers and consultants. The ENGINEER shall notify COUNTY of any pending legal action.

ARTICLE V. COUNTY'S RESPONSIBILITIES

It is understood that the COUNTY will provide the following:

- A. Upon request from the ENGINEER, provide available criteria and information as to the requirements for the Scope of Services.
- B. Designate, in writing, a person to act as the COUNTY'S representative(s) with respect to the services to be rendered under this Agreement. Such representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY'S policies and decisions pertinent to the ENGINEER'S services.
- C. Give notice to the ENGINEER whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

It is further mutually agreed by the parties hereto that:

- A. The ENGINEER will not begin work on any of the items identified in Article II, until the COUNTY directs it in writing to proceed. The COUNTY or its designated representative shall have authority to give such direction, and shall be the COUNTY'S Project Representative for purpose of this Agreement.
- B. The COUNTY and the ENGINEER and their respective partners are each bound to the other party of this Agreement, and to the partners, successors, executors, administrators

{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor the ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

- C. The ENGINEER, an Equal Opportunity Employer, now has or will secure, at his own expense, personnel required to perform the services under this Agreement. Such personnel are not employees of, nor do they have any contractual relationship with, the COUNTY.

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

- (1) the ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, disability or national origin;
- (2) the ENGINEER will, in all solicitations or advertisements for employees placed by, or on behalf of, the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex religion or national origin;
- (3) the ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each engineer and consultant.

- D. The ENGINEER shall be responsible for the accuracy of the work and any errors and/or omissions made by the ENGINEER and/or the ENGINEER'S consultants in the provisions of any services under this Agreement.

- E. If the ENGINEER is asked by the County to perform work beyond the scope of this Agreement for which payment is desired, it shall notify the COUNTY in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the COUNTY. The COUNTY shall in no way be held liable or responsible for compensating the ENGINEER for any work performed under this section which has not first been approved in writing by the COUNTY prior to the performance of the additional work.

- F. The COUNTY may request the ENGINEER in writing to suspend all or any part of the work for such period of time as it may determine to be appropriate for its (COUNTY'S) convenience. If the performance of all or any part of the work is suspended or delayed for an unreasonable period of time by an act of the COUNTY in the administration of this Agreement, or by its failure to act within the time specified in this Agreement, (or if no time is specified, within a reasonable time), at the sole discretion of the COUNTY an adjustment may be made for any increase in the cost of performance of this Agreement caused by such unreasonable suspension or delay, and the Agreement may be modified in writing accordingly. In the event that the ENGINEER or its engineers or consultants cause unreasonable delays or fail to act within reasonable periods of time, all costs associated with these delays will be borne by the ENGINEER.

- G. This Agreement may be terminated by either party by sixty (60) day's written notice to the other party without cause; by mutual written Agreement of the parties; or by either

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party on one day's written notice to the other in the event of failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated through no fault of the ENGINEER, the ENGINEER shall be paid for its time and expense in accordance with the ENGINEER'S standard rates then in effect under this Agreement or modifications thereto for the extent of services performed by it prior to the effective date of termination. In the event that the COUNTY terminates this Agreement due to failure of the ENGINEER to substantially perform in accordance with the terms of this Agreement, then the ENGINEER agrees to forfeit any current (less than 30 days) outstanding compensation due the ENGINEER excluding reimbursable expense items. Notice of termination shall be given by the terminating party by mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be the date of receipt of notice.

- H. As between the COUNTY and the ENGINEER as the other party, the ENGINEER shall assume responsibility and liability for damage, loss, or injury, including death, to persons or property caused by or resulting from errors, actions or omissions of the ENGINEER or its engineers or consultants or the negligent professional acts of the ENGINEER or its engineers or consultants or any of their officers, agents, servants, or employees, arising from, related to, or during the performance of the work under this Agreement. The ENGINEER shall indemnify, defend and hold harmless the COUNTY and all of its officers, agents, servants, or employees from and against claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The ENGINEER agrees to assist the COUNTY in defending against any claims brought or actions filed against the COUNTY, where such claim or action involves, in whole or in part, the ENGINEER'S services or allegedly negligent errors, acts or omissions or breach of contract on the part of the ENGINEER or its engineers or consultants, or the subject of the indemnity contained herein.
- I. The ENGINEER shall furnish the following along with the executed Agreement to the COUNTY:
1. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.
 - a. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
 - b. The insurance shall be for the contract period.
 - c. ENGINEER must maintain, at their expense, insurance in at least the following amounts and types.
 - d. The ENGINEER shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

- e. The Certificate of Insurance shall identify the Certificate Holder as:
 Fulton County Government – Purchasing Department
 130 Peachtree Street, S.W.
 Suite 1168
 Atlanta, Georgia 30303-3459

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)

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

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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
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5. UMBRELLA LIABILITY

(In excess of above noted coverage’s)	Each Occurrence	-	\$3,000,000
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6. PROFESSIONAL LIABILITY

(Required if respondent providing quotation for professional services).	Each Occurrence	-	\$5,000,000
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7. FIDELITY BOND

(Employee Dishonesty)	Each Occurrence	-	\$ 100,000
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INSURANCE IN NO WAY LIMITS THE LIABILITY OF THE ENGINEER.

- f. Certificates referred to in (e) above must be mailed to:
 Fulton County Environment and Community Development
 Department
 Attention: Joe Warfel
 141 Pryor Street, S.W., Suite 2085

{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

Atlanta, Georgia 30303.

2. The ENGINEER shall be wholly responsible for securing certificates of insurance coverage as set forth above from all engineers and consultants who are engaged in this work.
 3. The ENGINEER agrees to carry statutory Worker's Compensation Insurance and to have all subcontractors likewise carry statutory Worker's Compensation Insurance.
- J. Georgia Laws Govern. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- K. This Agreement shall be deemed to have been made and performed in Fulton County, Georgia. For the purposes of venue, all suits or causes of action that may arise out of this Agreement shall be brought in the courts of Fulton County, Georgia.
- L. This Agreement may be modified or amended by the COUNTY to reduce or modify the scope of work or project description upon seven (7) days written notice; the written notice shall be sent to the ENGINEER, addressed as follows:
{{{Name of Firm with required contact information for mailing}}}
All notices sent to the ENGINEER'S address shall be binding upon the ENGINEER unless said address is changed by the ENGINEER in writing to the COUNTY.
- M. The COUNTY may designate a representative through whom the ENGINEER will contact the COUNTY. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the Fulton County Board of Commissioners. Payments to the ENGINEER shall be made only upon itemized bill submitted to and approved by said representative.
- N. ENGINEER'S Status. The relationship between the COUNTY and the ENGINEER shall be that of Owner and independent contractor.
- O. Sole Agreement. This Contract constitutes the sole Agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved by action of the Board of Commissioners of Fulton County.

{}{}{}{}{}{SAMPLE AGREEMENT}{}{}{}{}{}{}

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered on this, the _____ day of _____, 20 _____.

ATTEST:

ENGINEER:

FULTON COUNTY:

By: _____

APPROVED AS TO CONTENT:

Title: _____

By: _____

Steven R. Cover, Director
Environment and Community Development

(SEAL)

APPROVED AS TO FORM:

By: _____

Nicolle Holt, Attorney
For the Office of the County Attorney

ATTEST:

By: _____

Mark Massey
Clerk to the Commissioner

(SEAL)

By: _____

Karen Handel, Chairman
Fulton County Board of Commissioners

