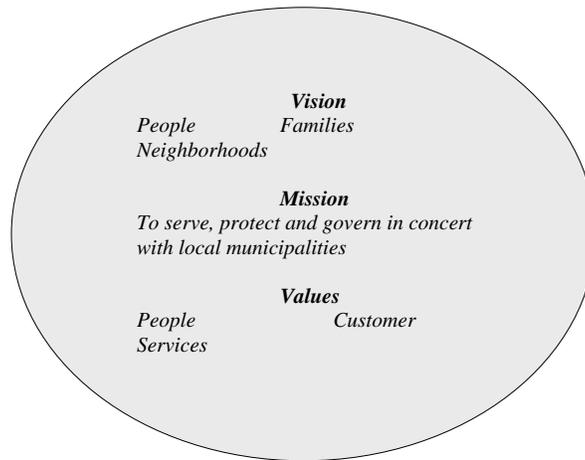




FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. #06RFP49316K-JD**

**Professional Services for Airport
Consulting and Engineering Services**

For

General Services

BID DUE TIME AND DATE: 11:00 A.M., Monday, April 17, 2006
PURCHASING CONTACT: Joyce Daniel at (404) 730-5824
E-MAIL: joyce.daniel@co.fulton.ga.us

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

**PROFESSIONAL SERVICES FOR AIRPORT CONSULTING AND
ENGINEERING SERVICES #06RFP49316K-JD
REQUEST FOR PROPOSAL
TABLE OF CONTENTS**

Section/Page

SECTIONS 1-9

1.0	INTRODUCTION	1-1
1.1	Purpose	1-1
1.2	Project Description	1-1
1.3	Background	1-1
1.4	Purchasing the RFP	1-2
1.5	Pre-Proposal Conference	1-2
1.6	Proposal Due Date	1-2
1.7	Delivery Requirements	1-2
1.8	Contact Person and Inquiries	1-2
2.0	INSTRUCTIONS TO PROPOSERS	2-1
2.1	Procurement Process	2-1
2.2	Contract/Definitions	2-1
2.3	No Contact During Procurement Process.....	2-1
2.4	Clarification & Addenda	2-2
2.5	Term of Contract.....	2-3
2.6	Required Submittals	2-4
2.7	Proposal Evaluation.....	2-4
2.8	Disqualification of Proposers	2-4
2.9	Reserved Rights	2-4
2.10	Applicable Laws	2-5
2.11	Minimum Participation Requirements for Prime Contractors	2-5
2.12	Insurance and Risk Management Provisions	2-5
2.13	Accuracy of RFP and Related Documents	2-5
2.14	Responsibility of Proposer.....	2-6
2.15	Confidential Information.....	2-6
2.16	County Rights and Obligations	2-6
2.17	Cost of Proposals	2-8
2.18	Termination of Negotiation	2-8
2.19	Wage Clause.....	2-9
2.20	Request for Proposal General Requirements.....	2-10
3.0	PROPOSAL REQUIREMENTS	3-1
3.1	Submission Requirements.....	3-1
3.1.1	Technical Proposal Submittal	3-1
3.1.2	Proposal Submission Date and Submission Format.....	3-1
3.1.3	Number of Copies.....	3-2

**PROFESSIONAL SERVICES FOR AIRPORT CONSULTING AND
ENGINEERING SERVICES #06RFP49316K-JD
REQUEST FOR PROPOSAL
TABLE OF CONTENTS**

		<u>Section/Page</u>
	3.2 Overview of Proposal Requirements	3-2
	3.3 Scope of Work.....	3-2
	3.4 Technical Proposal Format and Content	3-3
	3.5 Cost Proposal Format and Content... ..	3-5
4.0	EVALUATION CRITERIA	4-1
	4.1 Proposal Evaluation Overview.....	4-1
5.0	PROPOSAL FORMS	5-1
	5.1 Introduction.....	5-1
	5.2 Procurement Affidavits (PA)	
	5.2.1 Procurement Affidavit 1 – Certification Regarding Debarment	
	5.2.2 Procurement Affidavit 2A - Non-Collusion Affidavit (Prime)	
	Procurement Affidavit 2B - Non-Collusion Affidavit (Sub-Contractor)	
	5.2.3 Procurement Affidavit 3 – Certificate of Acceptance of Request for Proposal Requirements	
6.0	CONTRACT COMPLIANCE REQUIREMENTS	6-1
	Section A-Contract Compliance Requirements.....	6-1
	6.1 Non-Discrimination in Contracting and Procurement.....	6-1
	6.2 Required Forms and EBO Plan	6-2
	6.2.1 Exhibit A - Promise of Non-Discrimination	
	6.2.2 Exhibit B – Employment Report	
	6.2.3 Exhibit C – Schedule of Intended Subcontractors	
	6.2.4 Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service	
	6.2.5 Exhibit E – Declaration Regarding Subcontracting Practices	
	6.2.6 Exhibit F – Joint Venture Affidavit	
	6.2.7 Exhibit G – Prime Contractor/Subcontractor Utilization Report	
	Instructions Disadvantaged Business.....	6-14
	Section B-Disadvantaged Business Enterprise Requirements.....	6-15
7.0	INSURANCE AND RISK MANAGEMENT PROVISIONS	7-1
8.0	SAMPLE CONTRACT	8-1

**PROFESSIONAL SERVICES FOR AIRPORT CONSULTING AND
ENGINEERING SERVICES #06RFP49316K-JD
REQUEST FOR PROPOSAL
TABLE OF CONTENTS**

	Section/Page
9.0 EXHIBITS.....	9-1

SECTION 1

INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia (“County”) is soliciting qualified and experienced firms to provide consulting and engineering services for updating, modifying and implementing the Capital Improvement Program at the Fulton County Airport – Brownfield (“Airport”). The proposed improvements will be accomplished in annual phases, as required, and contingent on funding availability. *It is the intent of the County to engage the same firm or consultant for all phases and services under a General Engineering Contract for a five (5) year period. Task orders will be awarded separately on a project-by-project basis, assuming the firm’s or consultant’s performance remains satisfactory.*

Proposals provided in response to this RFP complying with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the [insert project description here] to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves not only the planning and execution of plans and programs to maintain day-to-day airport operability, but also the implementation of the Fulton County Airport – Brown Field Master Plan. Proposers must possess and provide expertise, resources and personnel experienced in the various phases of planning, design and engineering of airport-related programs and projects. The Proposer shall furnish all design, labor, materials and equipment needed to perform the work. All Proposers must be pre-qualified with the Georgia Department of Transportation (GDOT) Office of Aviation Programs.

1.3 BACKGROUND

In December 1999, the Fulton County Board of Commissioners approved the Fulton County Airport – Brown Field Master Plan. The Master Plan represents airport development recommendations as submitted by local neighborhood and business interests, as well as airport tenant interests. The Plan includes improvements and enhancements to the current airfield operation and future development of the North Terminal Area. This will be the second 5-year increment to implement the Master Plan.

1.4 PURCHASING THE RFP

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

1.5 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, March 9, 2006 at 9:00 A.M.** in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.6 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, April 17, 2006 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.7 DELIVERY REQUIREMENTS

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

1.8 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Joyce Daniel, Assistant Purchasing Agent, 130 Peachtree Street, S.W., Atlanta, Georgia 30303, 404-730-5824, fax 404-335-5806, e-mail joyce.daniel@co.fulton.ga.us**. Any response made by the County will be

provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

(Remainder of page intentionally left blank)

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

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

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

Airport – Fulton County Airport – Brown Field

CIP – Capital Improvement Plan consisting of all major work projects needed to maintain and improve airport facilities.

County – Fulton County Government and its authorized representatives.

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

Owner – Fulton County Government

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County for the evaluation and award process of County contracts shall be free from both actual and perceived impropriety, and contacts between potential vendors and County officials, elected

officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **Friday, April 7, 2006 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Department of Purchasing
Attn: Joyce Daniel
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: joyce.daniel@co.fulton.ga.us
F: 404-335-5806 or 404-730-5824**

**RE: Professional Services for Airport Consulting and Engineering
Services**

RFP# 06RFP49316K-JD

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

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a five (5) year term. Within the five-year period, individual task orders for specific projects will be awarded pending availability of appropriated funding, contractor compliance with County rules and policies, satisfactory performance reports and the Board of Commissioners approval.

2.6 REQUIRED SUBMITTALS

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

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

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from General Services Department and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the

County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

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

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately

notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

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

2.15 CONFIDENTIAL INFORMATION

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

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

2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County

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- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
 - The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
 - The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
 - The County reserves the right to waive any technicalities or irregularities in the Proposals.
 - The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
 - The County may request Proposers to send representatives to the County for interviews and presentations.
 - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
 - The County reserves the right to discontinue negotiations with any selected Proposer.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
 - The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission

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- Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
 - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.18 TERMINATION OF NEGOTIATIONS

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

2.19 WAGE CLAUSE

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

(Remainder of page intentionally left blank)

2.20**FULTON COUNTY PURCHASING DEPARTMENT****REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS****PROFESSIONAL SERVICES FOR AIRPORT CONSULTING AND ENGINEERING SERVICES****RFP #06RFP49316K-JD**

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

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

Joyce Daniel, Assistant Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

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

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

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

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

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

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22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
 30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date

of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

(Remainder of page intentionally left blank)

SECTION 3 PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Technical Proposal Submittal

This is a qualification based procurement for architectural/ engineering professional services pursuant to 49 CFR § 18.36 (d) (3) (v).

3.1.2 Submission Date and Submittal Format

Technical Proposal and Contract Compliance Exhibits **only**, including all attachments, must be received by the County in a sealed package no later than **Monday, April 17, 2006 at 11:00 A.M.** and must be addressed to:

**RFP #06RFP49316K-JD
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Technical Proposal shall consist of the Technical Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested.

Cost Proposals should not be submitted with your Technical Proposal. After the County has evaluated the responses and determined the most qualified proposer subject to negotiation of fair and reasonable compensation, the County will notify the most qualified proposer and request a Cost Proposal based on Section 3.5, Cost Proposal Format and Content.

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

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSAL #06RFP49316K-JD
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address

3.1.3 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical Proposal. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits in a separate sealed envelope. All Proposals must be complete with all requested information. **Cost Proposal is not to be submitted with the Technical Proposal at this time.**

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

The scope of services shall include typical consulting and engineering services normally associated with airport management. Potential assignments include, but are not limited to:

- 3.3.1** Airport planning, including facility layout and operations analysis.
- 3.3.2** Airside planning and design
- 3.3.3** Landside planning and design
- 3.3.4** Program management assistance
- 3.3.5** Environmental assessments, environmental impact statements, environmental analyses of various types
- 3.3.6** Airspace, approach and air traffic analyses
- 3.3.7** Engineering plans, specifications and construction supervision
- 3.3.8** Drainage and water quality analyses and design
- 3.3.9** Pavement management analyses and design
- 3.3.10** Utility analyses and system design
- 3.3.11** Economic and financial analyses

3.3.12 Grant application preparation with both FAA and GDOT Office of Aviation Programs

3.3.13 Other assignments as conditions warrant

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

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 an 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. Provide a table of contents and section dividers or tabs to identify and separate the required submittal information to match the outline provided below.

a. Experience: (35 points max)

- 1) Introduction Letter: Provide an introduction letter, if desired. *(One (1) page max.)*
- 2) Recent Project Type Experience: *(Two (2) pages per contract max.)* Provide a summary of the most recent projects similar to this contract in which the Proposer (local office) participated during the last five (5) years. Indicate experience with and knowledge of FAA and GDOT grant processes.
- 3) Client References: *(Two (2) pages max.)* Service provided, year of service, company name, contact name and title, address, phone number for a minimum of three (3) clients other than Fulton County where airport consulting or engineering services or similar were provided.

b. Organization and Experience of Proposed Staff: (30 points max)

- 1) Project Organization Chart: *(One page max.)* Provide an organization chart for your team. Your team must include each discipline necessary to complete the Scope of Services. Clearly indicate each discipline, company name, Principal-in-charge and project manager(s) assigned with the overall project coordination.
- 2) Assigned Staff - Resumes of Personnel Assigned to the Project: *(One page max. each)* Enclose brief resumes of the Principle in Charge and the Lead Project Manager and all other personnel to be assigned to this project, their responsibilities, previous and current experience, educational and professional history, and length of time employed by the firm as a full time employee.

Resumes may be submitted in Form SF 255 format or a format providing the required information.

- 3) Availability of Personnel & Other Commitments: (Two pages max.) Provide information on the availability of all personnel proposed for this project. Include other commitments by all the team member firms, and estimated completion dates and current status by project.

c. Quality Assurance/Quality Control: (25 points max)

- 1) Quality Assurance-Work plan: (*Three (3) pages max.*) Provide a project approach work plan summarizing the teams quality control, method for coordination of disciplines, production methods, cost control and schedule control measures.

d. Financial Responsibility: (10 points max)

Proposers will be evaluated on the strength of their Financial Statements. Annual reports including Financial Statements from recent years will also be reviewed. The review will focus on the Statement of Income, Balance Sheets and Cash Flow Statements. Ratio Analysis will be included in determining the Proposer's financial strength as well as a review of the sources and uses of funds.

In order for the County to evaluate, verify and understand the Proposer (s) financial capability, the following documentation is requested:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer (s) most recent Dun & Bradstreet and/or Value Line Reports.
- (4) Documentation and discussion of the financial condition and capability of the Proposer (s).
- (5) State whether the Proposer (s) or any member of the Proposer's team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

Section 1 - Confidential and Proprietary Information

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

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall **only** be submitted at the request of Fulton County in the following format:

Section 1 - Introduction

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

- a. **Staffing Position Fee Schedule:** Staff positions shall be based on the following fee schedule. The fee schedule is based on Direct Personnel Expense and Multiplier of Direct Personnel Expense.
 - 1) Direct Salary Expense (DSE) is defined as the direct salaries of assigned personnel without the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employment benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.
 - 2) Burden multiplier is defined as the cost of mandatory and customary contributions and benefits applied to Direct Salary Expense, such as employment taxes and other statutory employment benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.
 - 3) Direct Personnel Expense (DPE) is defined as the direct salaries of assigned personnel **and** the burden portion of the cost of mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employment benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.
 - 4) Organization – Position – Fixed Hourly Rate Schedule: Identify the proposed positions and firm for all professional and administrative support personnel, including sub-consultants, subcontractors, etc. engaged in performing services associated with this contract to include, but not limited to, Principal in Charge, Project Manager, Safety Director, Clerical, in the table below.

- b. **Escalation Rate:** The initial Fee Schedule will be in effect from the date of award through December 31, 2006. Subsequent to the above dates, the rates shall be adjusted on an annual basis by an amount not to exceed the most recent U.S. Consumer Price Index

(CPI) for the year ending December 31, but in no event greater than four percent (4%) per year.

Section 2 - Completed Price Proposal Forms

The Proposer is required to complete **all** of the Price Proposal Forms included in Section 3 of the RFP. Section 3 provides a description of the Price Proposal Forms.

(Remainder of page intentionally left blank)

Section 3 – Price Proposal Forms

SCHEDULE OF FEES

The completed Cost Proposal is not to be submitted with the Technical Proposal. The County will notify the most qualified proposer and request a Cost Proposal. Upon request these forms are to be submitted in a separately sealed envelope.

STAFFING POSITION	Direct Salary Expense (DSE) Per Hour	Burden Multiplier		Direct Personnel Expense (DPE) Per Hour		OH & P (%)		TOTAL SALARY COST PER HOUR
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$
	\$	X	=	\$	+		=	\$

DO NOT SUBMIT THIS FORM WITH THE TECHNICAL PROPOSAL

**SECTION 4
EVALUATION CRITERIA**

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Technical Proposal		
	Evaluation Criteria	Weight
A.	<p>Experience:</p> <p>1) Introduction Letter: Provide an introduction letter, if desired. <i>(One (1) page max.)</i></p> <p>2) Recent Project Type Experience: <i>(Two (2) pages per contract max.)</i> Provide a summary of the most recent projects similar to this contract in which the Proposer (local office) participated during the last five (5) years. Indicate experience with and knowledge of FAA and GDOT grant processes.</p> <p>3) Client References: <i>(Two (2) pages max.)</i> Service provided, year of service, company name, contact name and title, address, phone number for a minimum of three (3) clients other than Fulton County where airport consulting or engineering services or similar were provided.</p>	35 pts max.
B.	<p>Organization and Experience of Proposed Staff:</p> <p>1) Project Organization Chart: <i>(One page max.)</i> Provide an organization chart for your team. Your team must include each discipline necessary to complete the Scope of Services. Clearly indicate each discipline, company name, Principal-in-charge and project manager(s) assigned with the overall project coordination.</p> <p>2) Assigned Staff - Resumes of Personnel Assigned to the Project: <i>(One page max. each)</i> Enclose brief resumes of the Principle in Charge and the Lead Project Manager and all other personnel to be assigned to this project, their responsibilities, previous and current experience, educational and professional history, and length of time employed by the firm as a full time employee. Resumes may be submitted in Form SF 255 format or a format providing the required information.</p> <p>3) Availability of Personnel & Other Commitments: <i>(Two pages max.)</i> Provide information on the availability of all</p>	30 pts max.

	personnel proposed for this project. Include other commitments by all the team member firms, and estimated completion dates and current status by project.	
C.	<p>Quality Assurance/Quality Control:</p> <p>1) Quality Assurance-Work plan: <i>(Three (3) pages max.)</i> Provide a project approach work plan summarizing the teams quality control, method for coordination of disciplines, production methods, cost control and schedule control measures.</p>	25 pts max.
D.	<p>Financial Responsibility:</p> <p>Proposers will be evaluated on the strength of their Financial Statements. Annual reports including Financial Statements from recent years will also be reviewed. The review will focus on the Statement of Income, Balance Sheets and Cash Flow Statements. Ratio Analysis will be included in determining the Proposer's financial strength as well as a review of the sources and uses of funds.</p> <p>In order for the County to evaluate, verify and understand the Proposer (s) financial capability, the following documentation is requested:</p> <p>(1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.</p> <p>(2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.</p> <p>(3) Proposer (s) most recent Dun & Bradstreet and/or Value Line Reports</p> <p>(4) Documentation and discussion of the financial condition and capability of the Proposer (s).</p> <p>(5) State whether the Proposer (s) or any member of the Proposer's team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.</p>	10 pts max.
	TOTAL	100 pts max

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

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

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

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

5.2.1 Certification Regarding Debarment

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

5.2.2 Non-Collusion Affidavit

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

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

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

(Remainder of page intentionally left blank)

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it nor its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

- (a) *Authority to suspend.*

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

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

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense

indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2006

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

(Remainder of page intentionally left blank)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

(Remainder of page intentionally left blank)

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

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ 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 offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

Section 6A – Contract Compliance Requirements

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

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

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

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

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers

have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

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

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

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

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

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

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ Title Firm Name

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

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

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Submitted by: _____ **Date Completed:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

1) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

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

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not

limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

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

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

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

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

INSTRUCTIONS

Fulton County has established a Disadvantaged Business enterprise (DBE) participation goal of 15.4% for this contract. Small businesses that are at least 51% owned and controlled by socially and economically disadvantaged individuals will be deemed to be Disadvantaged Business Enterprises. Accordingly, the selected consultant must meet the DBE requirements of the County and/or show substantive proof of their best efforts to do so. The selected consultant may include one or more certified DBE firms in a prime-sub or joint venture arrangement, as necessary, to meet these requirements. A firm classified as a DBE may be proposed by more than one team or joint venture. A firm with a current Fulton County contract will not be precluded from participation in this assignment. All firms must submit an acceptable Affirmative Action Plan and EEO Policy Statement, a detailed listing of their best efforts to meet the DBE requirements of the County, and a listing of the DBEs and percentage of utilization.

You are requested to complete the appropriate forms, using names of proposed DBEs and **percentage of utilization**, submit in a separate sealed envelope marked Office of Contract Compliance, DBE Liaison Officer.

Section 6B - Disadvantaged Business Enterprise Requirements

Prospective Fulton County Bidders:

This document is substantially different from all previous bid packages in that the Office of Contract Compliance's Disadvantaged Business Enterprises information is an integral part of every Federally Funded Fulton County bid or proposal. Please read all of the information carefully in particular the DBE goals that have been established for this project.

Although Fulton County maintains a directory of certified M/FBEs these vendors may or may not be certified Disadvantaged Business Enterprises (DBEs). If you are currently certified under Georgia DOT or another states unified certification Disadvantaged Business Enterprise process you are eligible to participate in this solicitation.

Should you have any questions about any of the information included in this section, please feel free to contact Fulton County Office of Contract Compliance at (404) 730-6300.

EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The successful Bidder(s)/Offeror(s) will be required to comply with all applicable Equal Opportunity laws and regulations, including the Fulton County Nondiscrimination in Contracting and Procurement Ordinance approved by the Board of Commissioners on July 7, 1999, prohibiting discrimination in purchasing and contracting based on race, color, sex, religion or national origin. The Fulton County Board of Commissioners has established a minimum goal for participation in this Contract by Disadvantaged Business Enterprises of **15.4%** of the total price of the Contract.

Bidder(s)/Offeror(s) will be required to demonstrate maximum satisfactory efforts to achieve this goal. The successful Bidder(s)/Offeror(s) will be required to submit completed Employment Data, Schedule of DBE Participation, Certification documents, as reflected in Parts IIIA, IIIB and IIIC of the EEO/DBE specifications incorporated herein. In addition, the Bidder(s)/Offeror(s) must have an acceptable EEO Policy Statement and/or Affirmative Action Plan (AAP) as well as an equal Business Opportunity (EBO) Plan and provide copies of such at the time of proposal submittal.

PROPOSAL EVALUATION AND AWARD

The selection of a successful Bidder(s)/Offeror(s) will also be based on an evaluation of the information submitted under the M/FBE Utilization and Disadvantaged Business Enterprise Utilization Sections.

LETTER OF INTENT

All Bidder(s)/Offeror(s) are required to provide, at the time of proposal submittal, a copy of Schedule of Intended Subcontractor Utilization Exhibit "C" and Attachment "A", as well as copies of Letters of Intent fully executed by sub-contractors Exhibit "D" and Attachment "B" that the prime plan to use on this subcontractor. The Letter of Intent must specify a Description of Work the subcontractor will perform, dates of utilization as well as dollar value of the work. DBEs receiving Letters of Intent will have to be listed on the Schedule of DBE Participation form in the EEO/DBE Specifications and they must have a current certification on file as a DBE with USDOT/FAA in accordance with the requirements in 49 CFR Parts 26.

FULTON COUNTY DISADVANTAGED BUSINESS ENTERPRISE

POLICY STATEMENT

It is the policy of the County to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT/FAA – assisted contracts. It is also our policy:

- 1. To ensure nondiscrimination in the award and administration of USDOT/FAA assisted contracts;*
- 2. To create a level playing field on which DBEs can compete fairly for USDOT/FAA assisted contracts;*
- 3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;*
- 4. To ensure that only firms that meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;*
- 5. To help remove barriers to the participation of DBEs in USDOT/FAA assisted contracts, and*
- 6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.*

IMPLEMENTATION OF DBE POLICY CONTRACT GOALS

Fulton County establishes contract goals only on those federally funded contracts that have subcontracting possibilities. The contract goal is recommended and adopted on an annual basis.

Each solicitation for which a contract goal had been established requires the bidders/offeror's to submit the following information as part of their bid/proposal on Exhibit "C" and "D" of the M/FBE documents and Attachment "A" and "B" of the DBE documents:

1. *The names, addresses and phone numbers of DBE firms that will participate in the contract;*
2. *A description of the work that each DBE will perform;*
3. *The dollar amount of the participation of each DBE firm participating;*
4. *Written and signed documentation of commitment to use DBE subcontractor(s) whose participation it submits to meet the contract goal;*
5. *Written and signed confirmation from the DBE that he/she is participating in the contract as provided in the prime contractor's commitment; and*
6. *If the contract goal is not met, documented evidence of good faith efforts made to meet the goal on this particular project.*

Fulton County has designated the Office of Contract Compliance as its DBE Liaison Office and Deborah Mathis-Browder or her designated representative as the DBE Liaison Officer (DBELO). The contact information is as follows:

130 Peachtree Street, SW
Suite 1167
Atlanta, Georgia 30303
(404) 730-6300

DEMONSTRATION OF "GOOD FAITH EFFORTS"

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that he has done so either by meeting the contract goal or documenting good faith efforts. The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

Fulton County will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before the County commits to the performance of the contract by the bidder/offeror. Bidder's/offeror's that are informed by the Office of Contract Compliance that they have not met the "good faith efforts" requirements are entitled to administrative reconsideration of that determination, per 49 CFR 26.53(d).

MONITORING OF DBE POLICY

Fulton County will require prime contractors to maintain records and documents of payments of DBEs for three years following the performance of the contract. Those records must be made available for inspection upon request by any authorized representative of Fulton County or GDOT. This reporting requirement also extends to any certified DBE subcontractor.

Fulton County will keep a running tally of actual payments to DBE firms for work committed to DBE firms at the time of the contract award.

The Office of Contract Compliance Disadvantaged Business Enterprise Liaison Officer (OCC-DBELO) or the designated representative will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount

paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 48 hours from receipt of each payment the prime contractor receives from Fulton County. The prime contractor agrees further to return retainage payments to each subcontractor within 48 hours after the satisfactory completion of all work on project.

BUSINESS DEVELOPMENT PROGRAMS

Fulton County elects not to establish a Business Development Program at this time.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MENTOR PROTÉGÉ INITIATIVES

The mentor-protégé program is an initiative, in accordance with 49 CFR Part 26, to encourage and develop certified Disadvantaged Business Enterprises in contracting with Fulton County government in areas that Disadvantaged Business Enterprises have historically been underrepresented due to various discriminatory barriers. This program, implemented on projects with a projected value of less than \$10 million dollars, will enable prime contractors of all ethnic and gender categories to provide technical, administrative, and other assistance to smaller, developing businesses. Companies must successfully complete the Disadvantaged Business Enterprise certification process in order to participate as a protégé in this program. Additionally, participation as a certified Disadvantaged Business Enterprise protégé team member will not preclude the inclusion of the same certified Disadvantaged Business Enterprise team member as a self-performing subcontractor in the DBE plan. The subcontracting by the certified Disadvantaged Business Enterprise protégé team member will be applied toward the satisfaction of the DBE goals in accordance with 49 CFR 26, Subpart C, 26.55.

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT GOALS PROJECT:

Part I. The Disadvantaged Business Enterprise (DBE) contract goal for construction services associated with this project is 15.4%. DBE participation may be in the form of a prime contractor, a joint venture arrangement, subcontractors, suppliers and/or other arrangements that qualify under 49 CFR, Section 26.55.

DBE PROGRAM REMINDERS

1. **DBE PLAN.** All proposals must contain a DBE Participation plan in accordance with the goals set forth above. The DBE plan must identify each DBE's name address, and contact name, work description, and contract amount.
2. **Subcontractor and Supplier Participation.** Disadvantaged business enterprise participation may only be met through certified businesses that meet the standards of 49 CFR 26, Subparts D and E. Each prime contractor must meet the requirements of the DBE program.
3. **Failure to Meet DBE Goals.** Any bidder unable to meet the DBE goals must document the good faith efforts it made to meet the goals. Documentation must follow the requirements of

the DBE plan pursuant to 49 CFR Part 26. If Fulton County determines that good faith efforts were not made, the bidder is entitled to administrative reconsideration under 49 CFR 26.53.

4. **Certification.** Certification will be handled in compliance with 49 CFR Part 26 and as set forth earlier in this document.
5. **Reporting.** The successful bidder must submit monthly DBE participation reports as well as an Exhibit "Gs", to Office of Contract Compliance Disadvantaged Business Enterprise Liaison Officer, in a form prescribed by the Office of Contract Compliance.
6. **DBE Program.** The DBE Program is governed by the provisions of 49 CFR Part 26.
7. **Contract Assurance.** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation in the award and performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Fulton County deems appropriate.

CERTIFICATION

Fulton County will use the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in USDOT/FAA assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. The County will accept the certification decision made by GDOT. In lieu of conducting its own DBE certification process, Fulton County is currently apart of the Georgia Unified Certification Program and may also accept DBE certifications from agencies or jurisdictions that have reviewed and certified the submitting firms' DBE request in accordance with 49 CFR Part 26.

1. The GDOT DBE certification application forms and documentation can be acquired from GDOT.
For information about the certification process or to apply for certification, firms should contact: Georgia Department of Transportation, Equal Opportunity Division, 2 Capitol Square, S.W., Atlanta, Georgia 21076, (404) 656-5323 or (<http://www.dot.state.ga.us/dot/eoo-div>).
In the event the County proposes to remove a DBE's certification, the County in conjunction with GDOT will follow procedures consistent with 26.87, as set forth in 49 CFR Part 26.
2. Fulton County will participate in the Unified Certification Program (UCP) developed by local municipalities and the Georgia Department of Transportation's Equal Opportunity Division and approved by USDOT. The County will also work, in a reciprocal manner with other airports and/or USDOT/FAA agencies to receive and share DBE certification information.
3. Any firm or complainant may appeal GDOT's certification decision to USDOT/FAA. The County will promptly implement any USDOT/FAA certification appeal decisions affecting the eligibility of DBEs for our USDOT/FAA assisted contracting.
4. If a business is presumed to meet DBE standards at the time of bid/proposal opening and is later determined not eligible Fulton County will immediately notify the bidder/offeror. The bidder/offeror on this project will then be allowed and expected to substitute another DBE vendor certified under 49 CFR Part 26, to ensure that DBE participation requirements are met.

During the life of this contract, the prime contractor must notify the Fulton County Disadvantaged Business Enterprise Liaison Officer (DBELO) immediately if any of its DBE participants are no longer available to do work under the contract, pursuant to 40 CFR Part 26.53(f). The prime contractor is then required to make good faith efforts to identify a substitute DBE firm(s) and, once the County approves the substitution, the prime is then required to provide the new or amended subcontractors documentation to the Office of Contract Compliance.

ATTACHMENT "A"

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTOR UTILIZATION

List all Disadvantaged Business Enterprises (*DBE*) to be used as subcontractors on this project. All DBEs proposed for utilization on this project must be certified by GDOT or another certifying entity as described in 49 CFR Part 26 prior to utilization on this project.

Fulton County Certification Expiration Date	Subcontractor	Contact(s) Address and Phone Number	Description of work to be subcontracted	Projected Subcontractor Dollar Amount	Percentage of Contract Value

Company Name _____

Project Name _____

Project Number: _____

ATTACHMENT "B"

SUBCONTRACTOR UTILIZATION

List all subcontractors, including lower tiers, to be used on this project. All DBEs proposed for utilization on this project must be certified by GDOT or another certifying entity as described in 49 CFR Part 26 prior to utilization on this project and specifically be identified on Form 1 or Form 2. (Please add additional Attachment "B's" as needed).

Fulton County Certification Expiration Date	Subcontractor	Contact(s) Address and Phone Number	Description of work to be subcontracted	Projected Subcontractor Dollar Amount	Percentage of Contract Value

Company Name _____

Project Name _____

Project Number: _____

GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasized, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions against requiring that a bidder meet a contract goal (i.e., obtain a specific amount of DBE participation) in order to be awarded a contract, even though the bidder makes adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest with sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might be otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or materials needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiations includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved

in finding and using DBEs is not in itself sufficient reason or a bidder's failure to meet the contract DBE goal, as long as such cost are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contracts are not, however, required to accept higher quotes from DBEs if the price difference is excessive and unreasonable.

- E. Not ejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are legitimate causes for the rejection of non-solicitation of bids in the contractor's effort to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state and Federal minority/woman business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

DOCUMENTATION OF GOOD FAITH EFFORTS

A bid may only be deemed DBE responsive if the entire goals has been met or if a sufficient showing of good faith efforts has been made in accordance with "49 CFR Part 26.53".

Company Name _____
Project Number _____
Project Name _____

Attach a thorough, detailed statement describing every step taken in an effort to meet DBE goal. Attach detailed documentary evidence supporting the efforts described in the statement. If the bidder is notified that it has failed to meet goal or document sufficient good faith efforts to meet the goal, the bidder is entitled to administrative reconsideration as described in 49 CRF 26.53(d).

FULTON COUNTY CONTRACT COMPLIANCE CERTIFICATE

The undersigned has prepared and submitted all the documents attached hereto. The documents have been prepared with a full understanding of the County's goals and objectives with respect to increased opportunity in the proposed work to be undertaken in the performance of this project. It is the company's intent to achieve the Disadvantaged Business Enterprise goals as well as meet the requirements of the County's Non-Discrimination Ordinance in Purchasing and Contracting.

All information and representations contained herein and submitted with this bid or proposal are true and correct.

Witness

Signature
Company Authorized Representative

Print Name
Company Authorized Representative

Date: _____

Company Name: _____

Project Number: _____

Project Name: _____

Notary

My Commission Expires

SECTION 7

INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

Bodily Injury and Property Damage Liability	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

-
5. **UMBRELLA LIABILITY**
(In excess of above noted coverage's) Each Occurrence - \$2,000,000
 6. **PROFESSIONAL LIABILITY**
(Required if respondent providing quotation for professional services) Each Occurrence - \$1,000,000
 7. **FIDELITY BOND**
(Employee Dishonesty) Each Occurrence - \$100,000
 8. **BUILDERS RISK** Contractor will provide 'All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on all "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sublimits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 4.2.5 or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

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

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

Such certificates and notices shall be sent to:

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

(Remainder of page intentionally left blank)

**SECTION 8
SAMPLE CONTRACT**

OWNER – CONSULTANT AGREEMENT, FULTON COUNTY, GEORGIA

TABLE OF CONTENTS

ARTICLE 1. COUNTY/CONSULTANT AGREEMENT
ARTICLE 2. SEVERABILITY
ARTICLE 3. DESCRIPTION OF PROJECT
ARTICLE 4. SCOPE OF SERVICES
ARTICLE 5. DELIVERABLES
ARTICLE 6. SERVICES PROVIDED BY COUNTY
ARTICLE 7. COUNTY AUTHORIZES
ARTICLE 8. MODIFICATIONS
ARTICLE 9. CONTRACT TERM
ARTICLE 10. TIME OF PERFORMANCE
ARTICLE 11. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
ARTICLE 12. PROMPT PAY PROVISION
ARTICLE 13. AMOUNT PAYABLE
ARTICLE 14. CONSULTANT PERSONNEL AND EQUIPMENT
ARTICLE 15. SUSPENSION OF WORK
ARTICLE 16. DISPUTES
ARTICLE 17. TERMINATION OF AGREEMENT FOR CAUSE
ARTICLE 18. TERMINATION OF AGREEMENT FOR CONVENIENCE
ARTICLE 19. WAIVER OF BREACH
ARTICLE 20. INDEPENDENT CONTRACTOR
ARTICLE 21. RESPONSIBILITY OF CONSULTANT
ARTICLE 22. COOPERATION WITH OTHER CONSULTANTS
ARTICLE 23. ACCURACY OF WORK
ARTICLE 24. REVIEW OF WORK
ARTICLE 25. INDEMNIFICATION
ARTICLE 26. AUTHORIZATION AND APPROVAL
ARTICLE 27. DESIGNATION OF COUNTY AUTHORIZED REPRESENTATIVE
ARTICLE 28. CONFIDENTIALITY
ARTICLE 29. OWNERSHIP OF INTELLECTUAL PROPERTY & INFORMATION
ARTICLE 30. COVENANT AGAINST CONTINGENT FEES
ARTICLE 31. INSURANCE
ARTICLE 32. PROHIBITED INTEREST
ARTICLE 33. SUBCONTRACTING
ARTICLE 34. ASSIGNABILITY
ARTICLE 35. ANTI-KICKBACK CLAUSE
ARTICLE 36. AUDITS AND INSPECTORS
ARTICLE 37. ACCOUNTING SYSTEM
ARTICLE 38. VERBAL AGREEMENT
ARTICLE 39. NOTICES
ARTICLE 40. JURISDICTION
ARTICLE 41. EQUAL EMPLOYMENT OPPORTUNITY
ARTICLE 42. FORCE MAJEURE

CONTRACT SIGNATURES
ATTACHMENT 1. SCOPE OF SERVICES
ATTACHMENT 2. SCHEDULE OF FEES

(SAMPLE)
MASTER AGREEMENT BETWEEN FULTON COUNTY
AND _____

This Agreement, made and entered into on the _____ day of _____, 2005 by and between FULTON COUNTY, GEORGIA, hereinafter called the "COUNTY", and _____, a corporation authorized to do business in the State of Georgia, hereinafter called the "CONSULTANT".

WITNESS TO

WHEREAS, the COUNTY through its General Services Department desires to engage a qualified and experienced firm to furnish airport consulting and engineering services to Fulton County Airport and associated facilities; and.

WHEREAS, the CONSULTANT has represented to the COUNTY that it is experienced and has a qualified and local staff available and the COUNTY has relied upon such representations.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the COUNTY and the CONSULTANT that the CONSULTANT shall provide the services outlined in the Scope of Services for other good and valuable consideration, COUNTY and CONSULTANT agree as follows:

The CONSULTANT shall gather from the COUNTY all available data and information pertinent to the performance of the services. The COUNTY shall have the final decision as to what data and information is pertinent.

The CONSULTANT shall ensure that the services required by this Agreement, including those based on data and information provided by the County, meet applicable standards as specified herein.

The CONSULTANT shall report in writing any discovery of errors or omissions contained in the data and information furnished by the County.

Upon receipt of the COUNTY'S approval of the manner of accomplishing the work for the Job Task, the CONSULTANT shall proceed with implementation.

ARTICLE 1. COUNTY/CONSULTANT AGREEMENT: The COUNTY hereby engages the CONSULTANT, and CONSULTANT hereby agrees to perform the services hereinafter set forth.

This Agreement including the Request for Proposal and Consultant's submitted proposal documents constitutes the entire Agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, signed by the COUNTY and the CONSULTANT'S duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

ARTICLE 3. DESCRIPTION OF PROJECT: CONSULTANT agrees to provide consulting and engineering services for updating, modifying and implementing the Airport's Capital Improvement Program at Fulton County Airport – Brown Field. The proposed improvements will be accomplished in annual phases, as required, and contingent on funding availability. Task Orders will be awarded separately on a project-by-project basis. All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this AGREEMENT as if they were contained herein.

ARTICLE 4. SCOPE OF SERVICES: Unless modified in writing by both parties in the manner specified in the Agreement, duties of CONSULTANT shall not be construed to exceed those services specifically set forth in Attachment No. 1 – Scope of Services. CONSULTANT'S scope of work will be specifically stated in the Task Order for each individual project performed under this master contract. CONSULTANT agrees to provide all services, products, and data and to perform all tasks described in the Scope of Services.

ARTICLE 5. DELIVERABLES: CONSULTANT shall deliver to COUNTY all reports, specifications and drawings prepared under the terms of this AGREEMENT that are specified in attached Scope of Services, Attachment No. 1 – Scope of Services. The Deliverables shall be furnished to the COUNTY by the CONSULTANT in a media or form acceptable and usable by the COUNTY and at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY: CONSULTANT shall gather from COUNTY all available non-privileged data and information pertinent to the performance of the services for the Task Order. Certain services as described in the Scope of Services, if required, will be performed and furnished by COUNTY in a timely manner so as not to unduly delay CONSULTANT in the performance of said obligations. COUNTY shall have the final decision as to what data and information is pertinent.

ARTICLE 7. COUNTY AUTHORIZES: The COUNTY will appoint in writing a COUNTY REPRESENTATIVE with respect to work to be performed under this AGREEMENT until COUNTY gives written notice of the appointment of a successor. COUNTY REPRESENTATIVE shall have complete authority to transmit instructions and receive information. CONSULTANT may rely upon written consents and approvals signed by COUNTY'S REPRESENTATIVE and are in compliance with applicable COUNTY laws, regulations and policies.

ARTICLE 8. MODIFICATIONS: If during the course of performing the work, COUNTY and CONSULTANT agree it is necessary to make changes in the Task Order as described herein and referenced exhibits, such changes will be incorporated in written amendments to this AGREEMENT. Any such amendment(s) shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes.

ARTICLE 9. CONTRACT TERM: The term of this AGREEMENT shall be for five (5) years from date of award by the Fulton County Board of Commissioners. The term of the contract will be from award date through five (5) succeeding years. Termination pursuant to this provision of the

AGREEMENT shall not result in a claim for payment or damages by CONSULTANT, except the CONSULTANT shall be paid for actual services through the date of termination.

ARTICLE 10. TIME OF PERFORMANCE: CONSULTANT shall not proceed to furnish Task Orders and COUNTY shall not become obligated to pay for same until a written authorization to proceed, Notice to Proceed (NTP) has been sent to CONSULTANT from COUNTY. The time of performance of the Task Order shall begin upon the date of NTP and continue for a total contract time specified in the NTP. The CONSULTANT shall begin work on the Task Order no later than five (5) days after the effective date of the NTP.

ARTICLE 11. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES: Compensation for work performed by CONSULTANT on the Task Order shall be on the basis of standard billing rates shown in the Attachment 2 of those principals and employees engaged directly on the work. Standard billing rates shall remain in effect throughout the duration of this Agreement. Direct project expenses including printing, toll telephone calls, specialized equipment rental and professional services are also reimbursable at actual cost. Outside professional services shall require prior written approval of COUNTY.

- A. The COUNTY will pay the CONSULTANT monthly for costs as indicated in the Documents, and as per related Fixed Hourly Rate Schedule for hours expended and/or work performed.
 - 1. The Fixed Hourly Rate Schedule listed in Attachment 2 is for the period from the date of award through December 31, 2006.
 - 2. Subsequent to the above dates, the rates shall be adjusted on an annual basis by an amount not to exceed the most recent U.S. Consumer Price Index (CPI) for the year ending December 31, but in no event greater than four percent (4%) per year.
- B. The CONSULTANT shall provide invoices in a format acceptable to the COUNTY.
- C. The CONSULTANT may submit to the COUNTY a monthly invoice, in a form acceptable to the COUNTY and accompanied by all support documentation requested by the COUNTY, for payment and for services completed during the previous calendar month. The COUNTY shall review for approval said invoices. The COUNTY shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the COUNTY, are unreasonably in excess of the actual stage of completion. The COUNTY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall pay any undisputed items contained in such invoices. Each invoice shall include the total work accomplished for each phase and a description of the percentage of total work completed for each phase through the date of the statement.
- D. The Consultant shall submit with each monthly payment for each Task Order a completed Form G. Omitting this form from invoice submittals by the CONSULTANT may result in delays to processing payment until the form is received by the COUNTY.
- E. Nothing contained herein is intended to prevent the COUNTY or the CONSULTANT from reallocating among the various Task Orders, if such is indicated by the prosecution of the work, and as may be directed by the COUNTY and mutually agreed to by the CONSULTANT.

F. The compensation provided for herein shall include any claims by the CONSULTANT for all costs incurred by the CONSULTANT in the conduct of the project and this amount will be paid to the CONSULTANT after receipt of billing and approval of the amount by the COUNTY.

G. Expenses:

1. Reimbursable Expenses are in addition to the compensation for Services and include actual expenditures made by the CONSULTANT and CONSULTANT's employees and subconsultants in the interest of the Project. Reimbursable expenses will be paid at 1.0 x actual invoice amount and are listed below:
 - a. Expense of reproducing and handling drawings, specifications, and other design and contract documents, excluding reproductions for office use of the Consultant, subconsultants and engineers.
 - b. Expenses for postage and shipping, including overnight express, charges.
 - c. Expense of coach class transportation, rental car, or personal vehicle mileage, at the prevailing County-authorized rate per mile, in connection with any out-of-town member firm(s) of the Consultant's team traveling to the County's offices for the purpose of attending progress meetings, review meetings, or presentations as required by this Agreement, or for other purposes necessitating such travel and directly related to fulfilling the requirements of this Agreement. Per diem cost of living expenses for travel purposes by out-of-town member firms shall be limited to \$160.00 per day including lodging and meals. For the purposes of this Agreement, an out-of-town member firm is located more than 50 miles of Fulton County Government Center.
 - d. Mileage shall be reimbursed at the prevailing County-authorized rate per mile. A mileage log, with a summary identifying purpose of trip, mileage start and finish and total miles, shall be submitted with invoices where mileage is claimed for reimbursement.
 - e. Parking when accompanied by invoice from parking provider.
 - f. Reimbursables will be paid at 1.0 x actual invoice amount.
2. Non-Allowable Expenses
 - a. Cellular telephone and wireless pager equipment and usage.
 - b. Membership in professional organizations.
 - c. Attending continuing education conferences and seminars unless requested by the General Services Department and approved in writing.
 - d. Any meals unless pre-approved by the General Services Department.
 - e. Computer hardware and software unless pre-approved by the General Services Department.
 - f. Company paid auto allowances.

ARTICLE 12. PROMPT PAY PROVISION: The COUNTY shall make monthly partial payments to the CONSULTANT per the provisions of the Contract Documents. COUNTY and CONSULTANT, their agents and assigns, agree in the event any contract provision pertaining to the time of payment, conditions precedent to payment, the rate of payment, and any rates of interest, differs from any provision of the Georgia Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control.

ARTICLE 13. COMPENSATION FOR SERVICES:

A. Compensation by the COUNTY to the CONSULTANT for services provided under this master

contract will only be for airport consulting and engineering services associated with an individual Task Order assigned to the CONSULTANT by the COUNTY. The CONSULTANT'S fees will be based on the airport consulting and engineering services actually performed for the associated Task Order. An independent firm may be engaged by the COUNTY to determine the reasonableness of the compensation under COUNTY and FAA guidelines.

- B. The CONSULTANT shall assume and is liable for paying all taxes including, but not limited to, sales tax, state and federal payroll taxes and social security taxes. The CONSULTANT guarantees to hold Fulton County harmless in every respect against same.

ARTICLE 14. CONSULTANT PERSONNEL AND EQUIPMENT: CONSULTANT shall identify in writing a project manager who shall have sole authority to represent CONSULTANT on all matters pertaining to this contract. CONSULTANT represents it has secured or will secure, at its own expense, all equipment and personnel necessary to complete this AGREEMENT, none of whom shall be employees of or have any contractual relationship with COUNTY.

- A. All of the services required hereunder will be performed by CONSULTANT under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- B. Key personnel, including subcontractors engaged in performing services for CONSULTANT under this AGREEMENT, shall be as indicated in the Documents. Notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or subcontractor performing services under this AGREEMENT by CONSULTANT.
- C. The COUNTY retains the right to approve the Project Manager for each project throughout the term of this AGREEMENT. The CONSULTANT's Project Manager, key personnel or subcontractors shall remain assigned during the term of this AGREEMENT while employed or contracted with the CONSULTANT, unless permitted otherwise in writing by the COUNTY. Changing of key personnel or subcontractors during the CONTRACT TERM shall, at the sole discretion of the County constitute a cause for termination under the terms outlined in ARTICLE 17. TERMINATION OF AGREEMENT FOR CAUSE of this AGREEMENT.

ARTICLE 15. SUSPENSION OF WORK: COUNTY may order CONSULTANT in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming from any delay of the project.

ARTICLE 16. DISPUTES: Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this AGREEMENT which is not disposed of by the AGREEMENT shall be decided by the COUNTY General Services Department Representative. He shall reduce his decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. CONSULTANT shall have 30 days from date of receipt to appeal the decision to the County Manager by mailing or otherwise furnishing to the County Manager or Designee, copy of the written appeal. The decision of the County Manger or his Designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this AGREEMENT as limiting judicial review of such decision. Provided, however, any such decision shall

be final and conclusive unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending any final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the County Manager's decision.

ARTICLE 17. TERMINATION OF AGREEMENT FOR CAUSE: The COUNTY may terminate work in the event the CONSULTANT fails to perform in accordance with the provisions of this AGREEMENT. Termination of this AGREEMENT is accomplished by submission of written notice of termination from the COUNTY. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. In such event, copies of finished or unfinished documents prepared by CONSULTANT under this AGREEMENT shall be submitted to the COUNTY. CONSULTANT shall be entitled to receive compensation for any satisfactory work completed on such documents as determined by COUNTY.

ARTICLE 18. TERMINATION OF AGREEMENT FOR CONVENIENCE OF COUNTY: Notwithstanding any other provisions, the COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to CONSULTANT. If the AGREEMENT is terminated for convenience by COUNTY as provided in this article, CONSULTANT will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 19. WAIVER OF BREACH: The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 20. INDEPENDENT CONTRACTOR: CONSULTANT shall perform the services under this AGREEMENT as an independent contractor and nothing contained herein shall be construed to be inconsistent with relationship or status. Nothing in this AGREEMENT shall be interpreted or construed to constitute CONSULTANT or any of its agents or employees to be the agent, employee or representative of COUNTY.

ARTICLE 21. RESPONSIBILITY OF CONSULTANT: CONSULTANT is employed to render a professional service only and any payments made to CONSULTANT are compensation solely for such services rendered and recommendations made in carrying out the work. CONSULTANT shall follow the standard practice of the CONSULTANT'S profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to CONSULTANT'S failure to comply with standard practice procedures shall be corrected in a time frame agreed to by COUNTY and at CONSULTANT'S expense.

ARTICLE 22. COOPERATION WITH OTHER CONSULTANTS: CONSULTANT will undertake the Task Order in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY'S employees, appointed committee(s) or other consultants.

CONSULTANT shall fully cooperate with such other related consultants and COUNTY employees or appointed committees. CONSULTANT shall provide within his schedule of work, time and effort to coordinate with other consultants under contract with COUNTY. CONSULTANT shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by COUNTY employees.

ARTICLE 23. ACCURACY OF WORK: CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

- A. At any time during any phase of job task work performed by others based on data secured by the CONSULTANT under the Agreement, the CONSULTANT shall confer with the COUNTY for the purpose of interpreting the information obtained and to correct any errors or omissions made by it.
- B. The CONSULTANT shall prepare any plans or data required by the COUNTY to correct its errors or omissions. The above consultation, clarification, or correction shall be made without added compensation to the CONSULTANT. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 24. REVIEW OF WORK: The COUNTY'S Representative may at all reasonable times review and inspect job task activities and data collected under this AGREEMENT and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for CONSULTANT, shall be available to authorized representatives of COUNTY for inspection and review at all reasonable times in the main office of COUNTY. Acceptance shall not relieve CONSULTANT of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and CONSULTANT shall produce progress prints or copies of any work as performed under this Agreement. Refusal by CONSULTANT to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to CONSULTANT until CONSULTANT complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by CONSULTANT.

ARTICLE 25. INDEMNIFICATION: CONSULTANT agrees to protect, defend, indemnify, and hold harmless COUNTY, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments, including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to the property or other rights of any person or persons to the extent caused by the negligent acts, errors, omissions, willful or intentional acts of CONSULTANT in its performance or non-performance by CONSULTANT of the AGREEMENT, whether such injury, death, loss or damage results from any cause whatsoever. CONSULTANT shall not indemnify or hold harmless the COUNTY for the sole acts or sole omissions of employees, officers, or agents of the COUNTY. CONSULTANT'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT further agrees to protect, defend,

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

ARTICLE 26. AUTHORIZATION AND APPROVAL: The CONSULTANT shall begin work under this Agreement no later than five (5) days after the effective date of a Notification to Proceed has been issued.

ARTICLE 27. DESIGNATION OF COUNTY'S AUTHORIZED REPRESENTATIVE: For the purpose of this Agreement, the Director, General Services Department or any other formally designated representative of the COUNTY, has been designated as the COUNTY'S Contract Manager to give direction to the CONSULTANT and to resolve primary disputes on this AGREEMENT.

ARTICLE 28. CONFIDENTIALITY: CONSULTANT agrees its conclusions and any plans, specifications and reports are for the confidential information of the COUNTY and it will not disclose such in whole or in part to any persons whatsoever, other than to submit such documentation to the COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this AGREEMENT to provide information to the public. Upon completion of this AGREEMENT term, all documents, plans, specifications, reports, maps, data and studies prepared by consultant pursuant thereto and any equipment paid for by COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and be delivered to the Director, General Services Department.

- A. Articles, papers, bulletins, reports, plans or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this AGREEMENT shall not be presented publicly or published without prior approval in writing of COUNTY.
- B. It is further agreed if any information concerning the job task, its conduct results, or data gathered or processed should be released by CONSULTANT without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to CONSULTANT, but should any such information be released by COUNTY or by CONSULTANT with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this AGREEMENT.

ARTICLE 29. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION: CONSULTANT agrees Fulton County is the sole owner of all information, data, and materials developed or prepared subject to this contract. CONSULTANT or any subconsultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director, General Services Department. All electronic files used for Task Orders, including any custom or commercially available software developed or used by CONSULTANT, shall become the property of Fulton County. Any required licenses and fees for software or other required materials shall be purchased and/or paid for by CONSULTANT and registered in the name of the Director, General Services Department. Any work developed for use on job tasks may be released as public domain information by the Director, General Services Department at his sole discretion.

ARTICLE 30. COVENANT AGAINST CONTINGENT FEES: CONSULTANT warrants no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONSULTANT for the purpose of securing business and CONSULTANT has not received any non-COUNTY fee related to this AGREEMENT without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 31. INSURANCE: CONSULTANT shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage:

- A. All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (60) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the project is accepted by COUNTY. If CONSULTANT receives notice of non-renewal or material adverse change of any of the above coverages, CONSULTANT will promptly advise COUNTY in writing. Failure of CONSULTANT to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverages terminates AGREEMENT as of the date that CONSULTANT should have given notification to COUNTY.
- B. If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by CONSULTANT, COUNTY will notify CONSULTANT thereof within twenty (20) days of the date of delivery of such certificates to COUNTY.
- C. CONSULTANT will provide to COUNTY such additional information in respect of insurance provided by him as COUNTY may reasonably request. The right of COUNTY to review and comment on Certificates of Insurance is not intended to relieve CONSULTANT of his responsibility to provide insurance coverage as specified nor to relieve CONSULTANT of his liability for any claims which might arise.
- D. Insurance must be written by a licensed Georgia 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.
- E. Policy 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.
- F. The insurance shall be for the contract period.
- G. Respondent must maintain, at their expense, insurance in at least the following amounts and types.

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.
	BY DISEASE - EACH EMPLOYEE	\$500,000.

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

Body Injury and Property Damage Liability (Other than Product/Completed Operations)	Each Occurrence	\$1,000.000.
	General Aggregate	\$2,000.000.
Products/Completed Operation	Aggregate Limit	\$1,000.000.
Personal and Advertising Injury	Limits	\$1,000.000.
Fire Damage	Limits	\$ 100.000.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE Combined Single Limits** Each Occurrence \$1,000.000.
(Including operation of non-owned, owned and hired automobiles).

4. **PROFESSIONAL LIABILITY** Each Occurrence \$1,000,000
(Required if respondent providing quotation for professional services).

5. **FIDELITY BOND (Employee Dishonesty)** Each Occurrence \$1,000.000

6. **ELECTRONIC DATA PROCESSING LIABILITY** limits \$1,000.000
(Required if computer proposer)

7. **VALUABLE PAPERS INSURANCE** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the project and the AGREEMENT.

ARTICLE 32. PROHIBITED INTEREST:

- A. Conflict of Interest: CONSULTANT agrees it presently has no interest and shall acquire no interest direct or indirect conflicting in any manner or degree with the performance of its service hereunder. CONSULTANT further agrees, in the performance of the AGREEMENT, no person having any such interest shall be employed.
- B. Interest of Public Officials: No member, officer or employee of COUNTY during his/her tenure shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

ARTICLE 33. SUBCONTRACTING: Except as identified in Key Personnel Listings in the Proposal Documents, CONSULTANT shall not subcontract any part of the work covered by this AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

ARTICLE 34. ASSIGNABILITY: CONSULTANT shall not assign or subcontract this AGREEMENT or any interest therein without the prior expressed written consent of COUNTY. Any attempted assignment or subcontracting by CONSULTANT without the prior expressed written consent of COUNTY shall, at COUNTY'S sole option, terminate this Agreement without any notice to CONSULTANT of such termination. CONSULTANT binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 35. ANTI-KICKBACK CLAUSE: Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CONSULTANT hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT.

ARTICLE 36. AUDITS AND INSPECTIONS: At any time during normal business hours and as often as COUNTY may deem necessary, CONSULTANT shall make available to COUNTY and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this AGREEMENT.

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

ARTICLE 37. ACCOUNTING SYSTEM: CONSULTANT shall have an accounting system established and maintained in accordance with generally accepted accounting principles. CONSULTANT must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 38. VERBAL AGREEMENT: No verbal agreement or conversation with any County officer, agent or employee either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the COUNTY, and entered on the minutes of the Board of Commissioners.

ARTICLE 39. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to COUNTY, shall be addressed as follows:

Director, General Service Department
Fulton County Government
141 Pryor Street, S.W., Suite G119
Atlanta, Georgia 30303

and,

County Attorney, Office of the County Attorney
141 Peachtree St., S.W., Suite 4038
Atlanta, Georgia

Notices to CONSULTANT shall be addressed as follows:

Contact Name: _____

Name of Consultant: _____

Address of Consultant: _____

ARTICLE 40. JURISDICTION: This AGREEMENT shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect.

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

ARTICLE 41. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this AGREEMENT, CONSULTANT agrees as follows:

- A. CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;
- B. CONSULTANT will, in all solicitations or advertisements for employees placed by, or on behalf of, CONSULTANT state all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;
- C. CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 42. FORCE MAJEURE: Neither COUNTY nor CONSULTANT shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, nothing herein shall relieve or be construed to relieve CONSULTANT from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2004.

For ***[Legal Name of Vendor], Inc.**

Attest:

*[Name of person signing for vendor]

(Signature)

Name (Typed or Printed)

*[Title of person signing]

Title

(seal)

For Fulton County

Attest:

Karen C. Handel, Chair
Board of Commissioners

Mark Massey, Clerk to the Commission

(seal)

Approved as to Content:

Approved as to Form:

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

Office of the County Attorney

END OF OWNER – STANDBY CONSULTANT AGREEMENT

CONSULTANT & ENGINEERING SCOPE OF SERVICES

Consulting Services: Consulting Services may consist of, but not be limited to, the following:

- A. Program requirements and utilization studies
- B. Feasibility studies for new, renovation and alteration projects
- C. Preparation of program documents
- D. Preparation of schematic, preliminary, contract documents, and specifications
- E. Studies and audits for compliance with federal, state and local regulations
- F. Services related to minor and/or new construction, renovation and alteration projects to include planning, handicapped accessibility, project evaluation, design and engineering
- G. Master Planning
- H. Project programming and construction administration
- I. Additional Group 1 services as be required or requested

Engineering Services:

Electrical and Civil Engineering services may consist of, but not be limited to, the following:

- A. Project requirements and utilization studies
- B. Feasibility studies for renovation and alteration projects
- C. Design and preparation of schematic, preliminary, design development, contract documents and specifications
- D. Additional services related to minor and/or new construction or renovation projects to include planning and project evaluation
- E. Studies and audits for compliance with federal, state and local regulations
- F. Site requirements
- G. Design/evaluation of site drainage and storm water management
- H. Design and evaluation of traffic control and/or circulation
- I. Services for new construction or modifications to existing sites to include planning and project evaluation.
- J. Obtain land disturbance permits, retaining wall permits
- K. Prepare plans required for conformance with NPDES General Permit provisions
- L. Additional Group 2 services as required or requested

Land Surveying Services:

Land Surveying Services may consist of, but not limited to, the following:

- A. Conventional Topographic Survey
- B. Survey of property lines
- C. Aerial Survey & Photography
- D. Façade Surveying
- E. Utility Surveying
- F. All surveys will be referenced to U.S. Department of Interior Geological Survey, bench marks shall reference Coastal Geodetic Survey based elevations, and, cross-reference shall be to Fulton County Geographic Information System.
- G. All testing and inspection services shall include reports

Environmental Engineering, Materials Testing & Inspections Services:

Environmental Engineering & Testing Services may consist of, but not limited to, the following:

- A. Contaminated soils surveys and testing
- B. Phase I & II environmental assessments
- C. Preparation of specifications and construction documents for abatement and remediation services
- D. Preparation of documents as required by current regulations for various phases of hazardous materials remediation; service to include any laboratory fields testing that may be required to determine the extent and type of hazard present as well as on site monitoring during abatement operations.
- E. Water testing & surveys
- F. Microbiology sampling & testing of water and soils
- G. Stream and outfall sampling and field analysis for turproposality (NTU's) to satisfy NPDES General Permit requirements
- H. Geotechnic sampling, testing, and reporting
- I. Construction materials testing and reporting

SCHEDULE OF FEES

STAFFING POSITION	Direct Salary Expense (DSE) Per Hour	Burden Multiplier	Direct Personnel Expense (DPE) Per Hour	OH & P (%)	TOTAL SALARY COST PER HOUR
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$
	\$	X	= \$	+	= \$

**SECTION 9
EXHIBIT A**

**FULTON COUNTY AIRPORT - BROWN FIELD
ATLANTA**

12/05

PROJECTED FIVE YEAR CIP

FY	PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST	STATE COST	LOCAL COST	
2006	Taxiway Rehabilitation					
	Taxiway "I" Rehabilitation	\$609,290	\$578,826	\$15,232	\$15,232	
	Taxiway "G" Rehabilitation	\$51,040	\$48,488	\$1,276	\$1,276	
	Access Drives Paving	\$186,300	\$176,985	\$4,658	\$4,658	
	Hold Bay Construction	\$402,500	\$382,375	\$10,063	\$10,063	
		Subtotal	\$1,249,130	\$1,186,674	\$31,228	\$31,228
	Animal Control Fencing					
		Subtotal	\$86,000	\$81,700	\$2,150	\$2,150
	North Terminal Area Site Preparation Construction					
	Priority No. 1A - Southern portion of T/W "Z" Design, Site Preparation, Clearing, Grubbing and Debris Removal (Reimbursement)	\$250,000	\$237,500	\$6,250	\$6,250	
	Priority No. 1B - Southern portion of T/W "Z" Design, T/W Embankment, Paving and Lighting	\$200,000	\$190,000	\$5,000	\$5,000	
	Priority No. 1C - Environmental Analysis for fill placement	\$100,000	\$95,000	\$2,500	\$2,500	
	Priority No. 1D T/W "Z" Bridge Design	\$400,000	\$380,000	\$10,000	\$10,000	
	Priority No. 1E - Southern portion of T/W "Z" Const.	\$1,681,600	\$1,597,520	\$42,040	\$42,040	
	Subtotal	\$2,631,600	\$2,500,020	\$65,790	\$65,790	
	FY 2006 Total	\$3,966,730	\$3,768,394	\$99,168	\$99,168	
2007	North Terminal Area					
	Priority No. 2 T/W Bridge Construction	\$3,905,000	\$3,709,750	\$97,625	\$97,625	
	Priority No 3 - T/W "Z" Design (Eastern T/W) incl.	\$350,000	\$332,500	\$8,750	\$8,750	
	Priority No. 4 Tech School Site Design	\$250,000	\$237,500	\$6,250	\$6,250	
	Priority No. 5 Northeast Basing Area Design	\$225,000	\$213,750	\$5,625	\$5,625	
		FY 2007 Total	\$4,730,000	\$4,493,500	\$118,250	\$118,250

2008	North Terminal Area -				
	Priority No. 3 - T/W "Z" Construction	\$2,255,000	\$2,142,250	\$56,375	\$56,375
	Priority No. 4 - Tech School Site and Entrance Road Construction	\$2,677,400	\$2,543,530	\$66,935	\$66,935
	Priority No. 5 - Northeast Basing Area, Cultural Center and Loop Road (to serve area) Construction	\$2,058,100	\$1,955,195	\$51,453	\$51,453
	Priority No.6 - T-Hangar Area Design	\$150,000	\$142,500	\$3,750	\$3,750
	Priority No. 7 - Northern Portion of T/W "Y" Design	\$150,000	\$142,500	\$3,750	\$3,750
	Priority No. 8 - Corporate Area No. 4 Design	\$150,000	\$142,500	\$3,750	\$3,750
	Priority No. 9 - Southern Portion of T/W "Y" Design	\$175,000	\$166,250	\$4,375	\$4,375
	FY 2008 Total	\$7,615,500	\$7,234,725	\$190,388	\$190,388
2009	North Terminal Area -				
	Priority No. 6 - T-Hangar Area and Loop Road Construction (portion)	\$1,256,200	\$1,193,390	\$31,405	\$31,405
	Priority No. 7- Northern Portion of T/W "Y" Construction	\$1,628,000	\$1,546,600	\$40,700	\$40,700
	Priority No. 8 - Central Corporate Area and portion Loop Road (to serve area) Construction	\$1,420,000	\$1,349,000	\$35,500	\$35,500
	Priority No. 9 - Southern Portion of T/W "Y" Construction	\$1,859,000	\$1,766,050	\$46,475	\$46,475
	Priority No. 10 - Southwest Corporate Area Design	\$200,000	\$190,000	\$5,000	\$5,000
	Priority No. 11 - T/W "Y" Bridge Design	\$300,000	\$285,000	\$7,500	\$7,500
		Subtotal	\$6,663,200	\$6,330,040	\$166,580
Runway 14 / 32, Taxiways "A" and "B" Rehab Design	\$250,000	\$237,500	\$6,250	\$6,250	
	FY 2009 Total	\$6,913,200	\$6,567,540	\$172,830	\$172,830
2010	Runway 14 / 32, Taxiways "A" and "B" Rehab Construction	\$1,650,000	\$1,567,500	\$41,250	\$41,250
	North Terminal Area -				
	Priority No. 10 - Southwest Corporate Area and Loop Road Construction	\$1,760,000	\$1,672,000	\$44,000	\$44,000
	Priority No. 11 - T/W "Y" Bridge Construction	\$2,640,000	\$2,508,000	\$66,000	\$66,000
		Subtotal	\$4,400,000	\$4,180,000	\$110,000
EMAS Design and Construction	\$3,200,000	\$3,040,000	\$80,000	\$80,000	
	FY 2010 Total	\$9,250,000	\$8,787,500	\$231,250	\$231,250