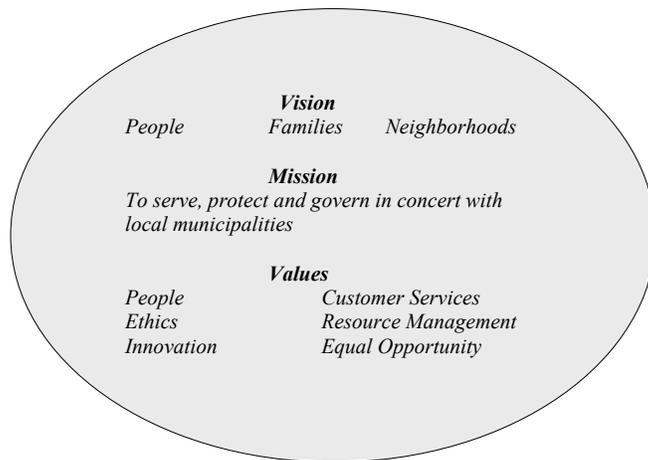




# FULTON COUNTY



**PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL NUMBER  
09RFP66261C-MT**

**Office Space Leasing  
Public Defender's Office**

**For**

**General Services Department**

**RFP DUE TIME AND DATE: 11:00 A.M. May 6, 2009**

**RFP ISSUE DATE: April 2, 2009**

**PRE-PROPOSAL CONFERENCE: 10:00 A.M. April 22, 2009**

**PURCHASING CONTACT: Malcolm Tyson @ (404) 612-5811**

**E-MAIL: malcolm.tyson@fultoncountyga.gov**

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

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## **SECTION 1 INTRODUCTION**

### **1.1 PURPOSE**

Fulton County, Georgia (“County”) is seeking proposals for Office Space Leasing for the Public Defender’s Office.

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for Office Space Leasing.

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

### **1.2 PURCHASING THE RFP**

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

### **1.3 PROPOSAL DUE DATE**

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **May 6, 2009 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 Department of Purchasing and Contract Compliance. 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.

### **1.4 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 and Contract Compliance 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 and Contract Compliance.

## 1.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Malcolm Tyson, Assistant Purchasing Agent, 130 Peachtree Street, S.W., Atlanta, GA 30303 Phone (404) 612-5811- Fax (404) 335-5808 E-mail malcolm.tyson@fultoncountyga.gov.** Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

## **SECTION 2 INSTRUCTIONS TO PROPOSERS**

### **2.1 PROCUREMENT PROCESS**

The procurement will be on a 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.

County – Fulton County Government and its authorized representatives.

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

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

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

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

### **2.3 NO CONTACT DURING PROCUREMENT PROCESS**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that

contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

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

## **2.4 CLARIFICATION & ADDENDA**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received **after April 24, 2009 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Department of Purchasing and Contract Compliance  
Attn: Malcolm Tyson  
Public Safety Building  
130 Peachtree Street S.W. Suite 1168**

**Atlanta, GA 30303**  
**Email: malcolm.tyson@fultoncountyga.gov**  
**Ph: 404-612-5811 or Fax: 404-335-5808**

**RE: 09RFP66261C-MT – Office Space Leasing**

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.fultoncountyga.gov](http://www.fultoncountyga.gov). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

**2.5 TERM OF CONTRACT**

Any award made as a result of this bid shall be for **seventy-two (72) months** from the date of the execution of lease agreement. The County reserves the right to renew for two (2) additional twelve (12) month renewal periods pending approval by the Board of Commissioners, vendor satisfactory performance and the availability of departmental appropriated funding. Renewal year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term “consumer price index” shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.

**2.6 REQUIRED SUBMITTALS**

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

## **2.7 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from Finance 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 and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

## **2.9 RESERVED RIGHTS**

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

## **2.10 APPLICABLE LAWS**

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

## **2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

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

## **2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS**

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

## **2.13 ACCURACY OF RFP AND RELATED DOCUMENTS**

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

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

## **2.14 RESPONSIBILITY OF PROPOSER**

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

## **2.15 CONFIDENTIAL INFORMATION**

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

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

## 2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

## **2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

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

## **2.18 TERMINATION OF NEGOTIATIONS**

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the

negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

## **2.19 WAGE CLAUSE**

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

## **2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

## **2.21 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to a designated representative of the department.

## **2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

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

- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
  - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
  - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 5, Proposal Forms for declarations and affidavits.

## FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE

### 2.23 REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

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

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

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

be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

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

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is

- responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
  17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
  18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
  19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
  20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
  21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
  22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
  23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
  24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.

25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must

designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.

32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

**SECTION 3  
PROPOSAL REQUIREMENTS**

**3.1 SUBMISSION REQUIREMENTS**

**3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than **May 6, 2009 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 09RFP66261C-MT  
Fulton County Department of Purchasing & Contract Compliance  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta, GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

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

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

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 09RFP66261C-MT  
Office Space Leasing for the Public Defender's Office  
TECHNICAL or COST PROPOSAL  
Proposer's Name and Address**

**3.1.2 Number of Copies**

Consultant shall submit one (1) original and two (2) copies each of the Technical and Cost Proposals. Consultant shall submit one (1) original

and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

### **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

Consultant 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**

#### **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

##### **A. Minimum Requirements**

1. Total Space to be leased: Minimum 45,000 square feet.
2. Leased Premises Location: Within one mile (1) of Fulton County Court and Government Complexes.
3. General Office Hours of Operation: Monday through Friday, 8:30am- 5:00pm.
4. Leased premises shall have on-site security personnel and/or other mechanical, electronic security system.
5. Leased premises shall have a fully operational, fully functioning, programmable HVAC system to sufficiently supply heating and cooling to the total lease premises at execution of lease.
6. Total leased premises, including, but not limited to, offices, common areas, elevators, etc. shall be ADA Compliant pursuant to federal, state and county regulations.
7. Leased premises shall have current office network, telecommunications technology. (Minimum specifications: wireless and/or Category 5 wiring).
8. Leased premises shall have on-site or on-call maintenance staff to provide daily or as needed routine maintenance Lease premises shall have a sufficient number of cleaning staff for daily cleaning of total leased premises to include, but not be exclusive of daily cleaning of bathroom sinks, commodes, floors, and mirrors; daily trash and garbage disposal, carpet vacuuming and floor mopping; replenishment of soap and paper products.
9. Respondents shall not have prior tenancy difficulties with other county departments and/or violations of lease provisions regarding the county department tenants.
10. Free Tenant Parking Spaces (minimum 10). Fixed price for additional employee

parking lot.

11. Entry Card Access Security System for staff ingress and egress 24 hours, seven days per week.

## **B. General Office Space**

1. Minimum Quantity: 145-165 offices.
2. Minimum Office Size: General staff: 10x12, Supervisors: 12x12
3. Director's office: Sufficient size to accommodate built-in bookcases, circular (4x8) task table, closet.
4. Workstations: minimum size (4x8), minimum quantity 8. (To include locking upper and/or lower drawers or cabinets).

## **C. Reception Area**

1. Reception area shall have sufficient cubic footage to accommodate a minimum of 10 guests at one time with a reception area window and counter having a "slide under" tray large enough to accommodate letter size papers and small packages.

## **D. Conference Rooms**

1. One Large conference room minimum seating capacity 70 persons. (A folding wall may be used to separate conference room and Kitchen/break room for space requirement). (To include a retractable video screen and wiring for audio and video projection).
2. Medium Conference Rooms. (Min. qty. 2. Min. seating cap. 10-12 persons).
3. Director's conference Room. (Min. seating cap. 15-20 persons).
4. All conference rooms shall have a minimum of two (2) voice and two (2) data ports each.

## **E. General Purpose Rooms**

1. I.T. Training Room (Min. 2 voice ports, 13 data ports)
2. I.T. Media Room (Min. 1 voice port, 5 data ports)
3. Small Interview Rooms. (Min. qty. 2 Min. seating cap. 6-8 persons)
4. Sufficient number of restrooms and stalls for staff size.
5. Kitchen/Break Rooms. Minimum qty. 3. Sufficient size to accommodate major appliances and staff size.
6. Copy/Fax Rooms: Min. qty. 6 (To include dedicated lines and voice/data ports).
7. Supply, Closet and Storage Rooms: Sufficient number for staff size and total leased space.
8. Sufficient number of voice/data closets for total network/telecommunications systems and equipment.
9. Network/telecommunication ports in all offices, rooms and workstations.
10. Ability to install intercom system throughout leased premises.
11. Signage (Main entrance, individual offices, directional, divisional).
12. Main File Room (to accommodate minimum 20,000 to 30,000 records).
13. Medium File Rooms (Min. qty. 2) (To accommodate up to 10,000 records).
14. Law Library Room

## F. Special Conditions

1. Contractor must be in the primary business of leasing property services and have capacity to provide enough offices and parking spaces.
2. The successful bidder must have provided professional leasing property business for minimum of three years.
3. Fulton County shall have the right to cancel the contract at any time in the event the successful bidder breaches the contract in any respect whatsoever.
4. The contract resulting from this bid will be used primarily by the Office Public Defender. However, bidder agrees to extend the same prices, terms and conditions to any other Fulton County department requesting the same service.
5. Fulton County reserves the right to visit vendor's location without prior notice for inspection and evaluation of property. Proximity of vendor's location to the Fulton County Court Complex will be a factor in the award of this RFP.
6. Invoices should be sent to the address below to expedite payment of invoices:

Office of Public Defender  
Administration Division  
Street Address (To be decided)  
Atlanta, Georgia \_\_\_\_\_

- 6.1 Invoices submitted against the contract must include the purchase order number, department name and contact person for whom order was delivered, date of delivery and photocopy of signed delivery receipt, item number(s) and item description(s), and net prices. Invoices must be submitted in a timely manner. Invoices will be returned when one of the following conditions exists:

- A. Invoice does not contain all the required information.
- B. Price on the invoice does not correspond to the RFP price.

- 6.2 Fulton County shall make payment to successful bidder by U.S. Mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above lease contract term shall supersede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

7. Are there any other leasing and renewal conditions?

Yes ( ) No ( )

If yes, please indicate below with explanation:

### **3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT**

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

#### ***Section 1 - Executive Summary***

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the lease potential problems and concerns.

#### ***Section 2 – Lease Approach and Plan***

1. Describe your form of business organization, and provide the state and date of incorporation.
2. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
3. Provide the names, locations, and responsibilities of staff servicing this account. Include information regarding number and type of clients for which the Commercial Property Manager is responsible.
4. Provide the address, including County, of the local field office that will provide services to Fulton County.

#### ***Section 3 – Lease Team Qualifications/ Qualifications of Key Personnel***

1. Provide resumes for each of the Commercial Property Manager for this property.
2. All proposed key personnel must have at least a minimum of one (1) year work experience.
3. The Commercial Property Manager must have a minimum of two (2) years experience.

#### ***Section 4 – Relevant Experience***

In accordance with the minimum qualifications in section 1.4 of this RFP, identify three (3) leased properties where the Proposer has experience. Limit your response to one (1) page per property; please provide the following information for each project:

- The name of the property, the owner, year performed and the property location.
- A description of the property.

- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the property for the owner.
- Provide organization, contact name, title, and contact telephone number of at least one client of a size (number of employees) comparable to Fulton County for which your firm provides Commercial Property Management services similar to those proposed for the County. These contacts will be contacted for a reference.

### ***Section 5 – Proposer Financial Information [Required]***

Proposer's financial statements will be reviewed. The review will focus on the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements.

The following documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a "Fail" for the "Financial Responsibility" criteria for the Proposal Evaluation Criteria provided in Section 4.

#### Financial Statement/Capability

In order for the County to complete its financial review 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, Value Line Reports or other credit ratings/report.

### ***Section 6 - Availability of Key Personnel [Required]***

(1) Key personnel (i.e. Commercial Property Manager, Maintenance Manager) will be available as needed basis.

### ***Section 7- Location of Firm [Required]***

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

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;

3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or leased property site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

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

***There MUST be no dollar units or total costs included in the technical component of the proposal.***

### 3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope** in accordance with section 3.1. The Cost Proposal shall include current information and shall be arranged and include content as described below:

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

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

#### **Section 2 - Completed Cost Proposal Forms**

Proposer must complete the pricing forms. Do not leave blanks, state, "N/A" if and where not applicable.

1. Standard initial lease term of your firm: \_\_\_\_\_ years and how many \_\_\_\_\_ options of 12 months period.
2. Total Lease Space: \_\_\_\_\_ per Sq ft
3. Total Gross Leasing Price: \$ \_\_\_\_\_ / year
4. Fixed price for additional over 10 employee parking fee \$ \_\_\_\_\_ per month
5. Annual incremental lease gross price increase % \_\_\_\_\_ per year
6. Other Associated Costs
  - 5.1 Item Name: \_\_\_\_\_  
Cost \$ \_\_\_\_\_ /month
  - 5.2 Item Name: \_\_\_\_\_  
Cost: \$ \_\_\_\_\_ /month
  - 5.3 Item Name: \_\_\_\_\_  
Cost: \$ \_\_\_\_\_ /month

**Any and all out-of-pocket expenses for firm personnel (e.g. travel, lodging and subsistence) will not be reimbursed by Fulton County. All estimated out-of-pocket should be considered within your firm's proposed fees.**

The Price Proposal shall be provided in a **separate sealed envelope**.

## SECTION 4

## EVALUATION CRITERIA

### 4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Criteria provided in the Scope of Work: (Satisfaction level to County requirements, Offices spaces, Reception area, Conference rooms, General purpose rooms and Special conditions)	40%
Qualifications of Key Personnel: (Past experiences, Education & training and roles & responsibilities)	5%
Relevant Experience: (Last projects and performance record)	5%
Financial Responsibility:	5%
Availability of Key Personnel:	5%
Local Preference: (Proximity to the Fulton County Government Center)	10%
Cost Proposal:	30%
<b>TOTAL POINTS</b>	<b>100%</b>

## SECTION 5

## PROPOSAL FORMS

### PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the RFP package. This section does not contain all forms required to be included with the RFP package submittal.

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

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Certification Regarding Debarment
- Form D: Disclosure Form and Questionnaire
- Form E: Declaration of Employee-Number Categories
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

**FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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.**

**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages \_\_\_\_\_ To \_\_\_\_\_ Inclusive, Including Addendum(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 Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

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

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

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

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

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

(Corporate Seal)

## **FORM C: CERTIFICATION REGARDING DEBARMENT**

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

### ***INSTRUCTIONS FOR CERTIFICATION***

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

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

### ***DEBARMENT ORDINANCE***

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

#### **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.

**Causes for Suspension. The causes for suspension include:**

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor 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 \_\_\_\_\_, 200\_\_

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

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

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

## **FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject lease agreement has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

### **LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
  - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:            YES                            NO

3. Have you or any member of your firm or team ever been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:            YES                            NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other Federal, State or Local Government, or private entity during the last three (3) years?

Circle One:            YES                            NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:            YES                            NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. 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 questionnaire 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 \_\_\_\_\_, 200\_\_

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

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

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

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

**FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES**

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your company:

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

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

I certify that the above classification is true and correct.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided. The affidavit should be executed by Contractors who have indicated on Form F, Declaration of Employee-Number Categories, that they have 500 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR  
AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** \_\_\_\_\_ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

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

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

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

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

**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM G: GEORGIA SECURITY AND IMMIGRATION  
SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

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

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

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

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

**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## SECTION 6

## CONTRACT COMPLIANCE REQUIREMENTS

### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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

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

The 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. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

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 rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report

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.

**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.

<b>EMPLOYEES</b>
------------------

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)												
<b>TOTALS</b>												

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

---

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

---

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

---

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

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

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

**Total Percentage Value: (%)**

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

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

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

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

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

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

**EXHIBIT D**

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

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

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

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

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

\_\_\_\_\_  
**(Description of Work)**

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

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

**AUTHORIZED COMPANY REPRESENTATIVE**

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

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

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

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

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

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

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

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

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

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

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

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

**1. Firms:**

1) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

2) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

3) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

**Note:** Attach additional sheets as required

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledges 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.

<b>REPORTING PERIOD</b>	<b>PROJECT NAME:</b>
<b>FROM:</b>	<b>PROJECT NUMBER:</b>
<b>TO:</b>	<b>PROJECT LOCATION:</b>

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) \_\_\_\_\_ Date: \_\_\_\_\_ (Printed Name)  
 Notary: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

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

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## SECTION 7 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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). 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/EMPLOYER’S LIABILITY INSURANCE – 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 Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	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	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000

Fire Damage	Limits	\$100,000
<b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>		
<b>Combined Single Limits</b> (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
<b>4. UMBRELLA LIABILITY</b> (In excess of above noted coverages)		
	Each Occurrence	\$1,000,000
<b>6. PROFESSIONAL LIABILITY</b> (To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted). **Extended Reporting Period 3-5 Years**		
	Per Claim/Aggregate	\$5,000,000
<b>7. FIDELITY BOND and CRIME</b> (Employee Dishonesty) (Theft) **Above to include 3 <sup>rd</sup> Party Coverage**		
	Each Occurrence	\$ 100,000

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) 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. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, 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 **must** identify the “Certificate Holder” as follows:

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

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Certificates **must** list Project Name (where applicable).

**Important:**

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

**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of

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Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

***If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.***

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

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

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

DATE: \_\_\_\_\_

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**SECTION 8  
SAMPLE CONTRACT**



# FULTON COUNTY

*Vision*

*People Families Neighborhoods*

*Mission*

*To serve, protect and govern in concert with local municipalities*

*Values*

*People Customer Services  
Ethics Resource Management  
Innovation Equal Opportunity*

## LEASE AGREEMENT

09RFP662641C-MT

FOR

OFFICE SPACE LEASING

This Lease Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, (hereinafter "Landlord") and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "Tenant"), for use by the Fulton County Department of \_\_\_\_\_.

**WITNESSETH:**

1. Description of the Premises.

Landlord, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby rent and lease unto Tenant and Tenant does hereby rent and lease from Landlord, that certain real property (the "Demised Premises") described as follows:

Insert Description of the Demised Premises

2. Term.

(a) The Initial Term of this Agreement shall be for \_\_\_\_ months beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ or on the date of Substantial Completion of the Demised Premises pursuant to Exhibit "B" to this Agreement, whichever is later, "Commencement Date" and shall end at 11:59 p.m. on the 31<sup>st</sup> day of December, 20\_\_ and shall automatically renew for up to four (4) additional terms of twelve (12) months each, in accordance with the terms hereinafter set forth.

(b) Pursuant to O.C.G.A §36-60-13, after the expiration of the Initial Term, the Term of this Agreement shall automatically renew for four (4) consecutive twelve (12) month terms (each an "Option Term") on the terms set forth in this Agreement, subject to the termination right set forth below. The four (4) optional twelve (12) month automatic renewals shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners. If such funds are not available and appropriated for any Option Term, Tenant shall provide the "Notice of Lease Termination" [defined in Paragraph 3(a) below]. In no event shall this Agreement continue beyond December 31, 20\_\_, unless extended by mutual written agreement of both parties.

3. Termination.

(a) This Agreement may be terminated by either Tenant or Landlord by providing written notice (the "Notice of Lease Termination") to the other party at least ninety (90) days prior to the scheduled expiration of the then existing term (i.e., the expiration of the Initial Term or then-current Option Term, as the case may be), in which event this Agreement, as amended hereby, shall terminate as of the expiration of such then existing term. Otherwise, this Agreement shall terminate absolutely and without further obligation on the part of the Tenant or Landlord as of \_\_\_\_\_, 20\_\_, unless extended by mutual written agreement of the parties.

*(b) Tenant understands and agrees that in entering into this Agreement and providing the "Allowance" (as defined in Paragraph 5 below), Landlord is relying upon receipt of all Rent (as set forth in Paragraph 4 below) due for the Initial Term as well as for each Option Term. Therefore, if this Agreement or Tenant's right to possession of the Demised Premises leased hereunder shall be terminated as of any date ("Termination Date") prior to December 31, 2013, by reason of a default of Tenant or by reason of the termination of this Agreement by Tenant under Paragraph 2 or Paragraph 3(a) above,*

**Tenant shall pay to Landlord, as additional rent, the unamortized amount (as set forth in Exhibit "A" to this Agreement) remaining unpaid as of the Termination Date; provided, however, that in the event that such amounts are recovered by Landlord pursuant to any other provisions of this Agreement, Landlord agrees that it shall not attempt to recover such amounts pursuant to this paragraph. An amortization schedule reflecting the Unamortized Amounts is attached hereto as Exhibit "A" and by this reference made a part hereof. Tenant shall not be responsible for payment of the Unamortized Amount, or any portion thereof, in the event that this Agreement is terminated 1) by Landlord pursuant to paragraph 3(a), 2) by Tenant as a result of Default by Landlord, or 3) as a result of destruction of the Demised Premises as described in Paragraph 19, unless such destruction is the result of the negligence of Tenant, its contractors, employees, or agents.**

**(c) If either party gives Notice of Lease Termination, Tenant's right to renew the Term of this Agreement for all subsequent Option Terms shall immediately expire and be of no further force and effect.**

**4. Rent.**

**Tenant shall pay monthly installments of Rent in advance of or on the first day of each calendar month during the Initial Term and, if this Agreement is not terminated as provided above, during each Option Term, without demand, deductions or set off, in the following amounts, and otherwise in the manner set forth in this Agreement:**

<u>Period</u>	<u>Annual Rent per square foot</u>	<u>Annual Rent</u>	<u>Monthly Installment of Rent</u>
Initial Term	\$	\$	\$
First Option Term	\$	\$	\$
Second Option Term	\$	\$	\$
Third Option Term	\$	\$	\$
Fourth Option Term	\$	\$	\$

The annual adjustments to the monthly installments of Rent set forth above represent a 3% increase for each Option Term.

**5. Condition of the Premises.**

**(a) Tenant takes and accepts from Landlord the Premises upon the terms and conditions herein contained and in their present "as-is" condition as of the date of this Agreement, and as suited for the use intended by Tenant, to have and to hold the same for the Initial Term and each Option Term.**

**(b) Landlord agrees to provide Tenant an improvement allowance (the "Allowance") in an amount up to \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per rentable square foot of the Demised Premises (\$\_\_\_\_\_ total), which Allowance shall be used by Tenant for the costs of the improvement and refurbishment of the Demised Premises and the signage for the Demised Premises (the "Refurbishments"). The Refurbishments shall be performed in accordance with the Construction Addendum attached hereto as Exhibit "B" and by this reference made a part hereof.**

**6. Possession.**

If Landlord is unable to deliver possession of the Demised Premises on the Commencement Date, Rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate this Agreement immediately, without further obligation of the Tenant, in which event Landlord shall promptly refund all payments and deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.

7. Late Payment: Service Charge for Returned Checks.

Rent not paid in full by the fifteenth (15<sup>th</sup>) day of the month shall be late. If late payment is made, the payment must include an additional rent amount equal to ten percent (10%) of monthly rental payment then due as a late fee and, if applicable, a service charge for any returned check of Twenty-Five (\$25.00) dollars.

8. Use.

The Demised Premises shall only be used for the \_\_\_\_\_. The Demised Premises shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit the Demised Premises to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on the Demised Premises which would endanger the health and safety of other Tenants or which otherwise creates a nuisance.

9. Sublet and Assignment.

Tenant may not sublet the Demised Premises in whole or in part or assign this Agreement without the prior written consent of Landlord; provided, however, that Landlord's consent shall not be required for Tenant to substitute another department within the Fulton County government as the entity using the Demised Premises pursuant to this Agreement. Such consent shall not be unreasonably withheld by the Landlord. This Agreement shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Agreement shall create a usufruct only.

10. Repairs and Maintenance.

(a) Tenant acknowledges that Tenant has inspected the Demised Premises and that it is fit for its stated use. Tenant agrees that no representations regarding the Demised Premises of the condition thereof and no promises to alter, decorate, improve or repair have been made by Landlord or its agents other than as specified elsewhere in this Agreement.

(b) All portions of the Demised Premises and all systems and fixtures appurtenant thereto, specifically including, but not limited to, heating systems, plumbing systems, parking areas, driveways, building exteriors, terraces/patios, restrooms, stairs, exterior windows, elevators, air conditioning systems, electrical systems/fixtures, smoke detectors, security alarms, exterior walkways, interior hallways, lobby, loading areas, trash and recycling facilities and landscaping, shall be kept in good working order and repair, normal wear and tear excepted, by the Landlord.

(c) Upon receipt of written notice from the Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in those facilities and systems that are the responsibility of the Landlord to maintain in good working order and repair. If Landlord does not promptly perform its maintenance and repair obligations as set forth herein, Tenant may make

such repairs and/or replacements and Tenant shall be entitled to reduce its next monthly rental payment(s) accordingly.

11. Utilities.

Landlord shall be responsible for the costs associated with the following services for the Demised Premises:

1. HVAC;
2. Water/Sewer;
3. Electricity;
4. Garbage.

Tenant shall be responsible for the costs associated with the following services for the Demised Premises:

1. Telephone;
2. Internet;
3. Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Agreement.

12. Right of Access: Signage.

(a) Landlord and Landlord's agents shall have the right of access to the Demised Premises for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter the Demised Premises at any time to protect life and prevent damage to the Demised Premises. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior or exterior of the Demised Premises, and may show the Demised Premises to prospective tenants or purchasers during reasonable hours, provided that the Landlord provides Tenant two (2) business days advance notice that the property will be shown. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show the Demised Premises to prospective Tenants. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's Agent harmless for any loss thereof.

(b) Without Landlord's prior written permission, Tenant shall not place any sign advertising matter, or any other things of any kind on any part of the outside walls or roof of the Demised Premises or on any part of the Interior of the Demised Premises that is visible from the exterior of the Demised Premises. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind as of the Termination Date of this Agreement.

13. Property Loss.

Storage of personal property shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damages to Tenant's property, unless such damage is caused by the gross negligence or willful misconduct of Landlord or its agents, employees, or representatives.

14. Default.

(a) If Tenant defaults under any term, condition or provision of this Agreement, including, but not limited to, failure to pay rent for failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall provide notice of default to Tenant. After receiving such notice of default from Landlord, Tenant shall have fifteen (15) days to cure any monetary default and thirty (30) days to cure any non-monetary default unless such non-monetary default cannot reasonably be cured in thirty (30) days. If such non-monetary default cannot be cured within thirty (30) days, then Tenant shall be required to commence curing the default within thirty (30) days. In the event that Tenant does not cure the default within the specified period (or as to non-monetary default, within sixty (60) days of commencement of Tenant's efforts to cure such default) then Landlord shall have the right to terminate this Agreement by giving written notice to Tenant and accelerate all remaining payments that Tenant is required to pay under this Agreement. Landlord and Tenant acknowledge that Landlord shall be damaged by Tenant's default, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. If Landlord accelerates as provided in this subparagraph, it shall seek another tenant for property and credit any amounts received to the Tenant, less the following:

1. Reimbursement for all expenses incurred as a result of Tenant's failure to perform its obligations under this Agreement; and
2. The costs of securing another tenant, including, but not limited to, advertising and brokerage commissions.

Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Agreement. Tenant shall remain liable for rents from and after any action by Landlord under a proceeding against Tenant for holding over or distress warrant, whether or not Tenant retains the right to possession of property.

(b) If Tenant abandons the Demised Premises or violates any of the Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, conditions or provisions of this Agreement, each and any such breach shall constitute a default under this Agreement. If any such default continues for ten (10) calendar days after Landlord delivers written notice of said default to Tenant, Landlord may, at his option, terminate this Agreement by delivering written notice thereof to Tenant and pursue the remedies described herein.

(c) All rights and remedies available to Landlord by law or in this Agreement shall be cumulative and concurrent. Any failure of either party to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Agreement shall not operate as a waiver of any such violation or the other party's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by such party for any such violation. No provision, covenant or condition of this Agreement may be waived by Tenant or Landlord unless such waiver is in writing and signed by such party.

(d) If Landlord defaults under any term, condition or provision of this Agreement, Tenant shall provide notice of default to Landlord. After receiving such notice of default from Tenant, Landlord shall have fifteen (15) days to cure any monetary default and thirty (30) days to cure any non-monetary default unless such non-monetary default cannot reasonably be cured in thirty (30) days. If such non-monetary default cannot be cured within thirty (30) days, then Landlord shall be required to commence curing the default within thirty (30) days. In the event that Landlord does not cure the default within the specified period (or as to non-monetary default, within sixty (60) days of commencement of Landlord's efforts to cure such default) then

Tenant shall have the right to terminate this Agreement by giving written notice to Landlord. In the event of termination under this Paragraph, Tenant shall only be responsible for Rent through the Termination Date and shall have no liability for any other amounts or costs, including any remaining Unamortized Amount.

15. Rules and Regulations.

(a) No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in or placed on the Demised Premises (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).

(b) Tenant shall not place any objects or personal property on the Demised Premises in a manner that is inconsistent with the limits of the Demised Premises. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in the Demised Premises.

(c) Tenant shall not, without Landlord's prior written consent, use any equipment which uses electric current in excess of 110 volts which will increase the amount of electricity ordinarily furnished for use of the Demised Premises as general office space or which require clean circuits or other distribution circuits.

(d) Landlord may establish additional reasonable rules and regulations concerning the maintenance, use and operation of the Demised Premises, amendments and additions to the rules and regulations shall be effective upon delivery of a copy thereof to Tenant.

16. Personal Property following Termination.

Landlord shall have the right to store or dispose of any of Tenant's personal property remaining on the Demised Premises after the termination of this Agreement. Any such personal property shall become Landlord's personal property.

17. Estoppel Certificate.

Tenant shall from time to time upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten days of each such request, a certificate certifying (a) that this Agreement is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof); (c) the date to which any rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagees or grantees of any deed to secure debt may rely on such certificates.

18. Alteration and Improvements.

Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to the Demised Premises other than those contemplated in Paragraph 5(b) of this Agreement without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within his reasonable discretion and may impose reasonable conditions upon its consent. All costs of any such alteration, addition or improvement shall be borne by Tenant, unless otherwise agreed in writing. The terms of this Paragraph shall have no impact

on any alterations or improvements to be performed prior to the Commencement Date and pursuant to Paragraph 5(b) of this Agreement.

19. Destruction of The Demised Premises.

(a) If earthquake fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable, i.e. unusable by tenant) the Demised Premises, Rent shall abate from the date of such destruction. Landlord shall have sixty (60) days to commence the restoration of the Demised Premises to a tenantable condition. If in Landlord's sole discretion restoration cannot be completed within one hundred and fifty (150) days following such destruction, Landlord may, by written notice furnished to Tenant within thirty (30) days of such destruction, terminate this Agreement, whereupon Rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. In event the Landlord elects to complete such restoration, but fails to do so within one hundred and eighty (180) days following such destruction, this Agreement may be terminated as of the date of such destruction upon written notice from either party to the other given not more than ten (10) days following expiration of said one hundred and eighty (180) day period. If such notice is not given, then this Agreement shall remain in full force and Rent shall commence upon delivery of the Demised Premises to Tenant in a tenantable condition.

(b) If the Demised Premises are damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, Rent shall abate in such proportion as the Demised Premises has been damaged and Landlord shall restore the Demised Premises as reasonably quickly as practicable, whereupon full Rent shall commence.

© Rent shall not abate nor shall Tenant be entitled to terminate this Agreement if the damage or destruction of the Demised Premises, whether total or partial, is the result of the negligence of Tenant, its contractors, employees, or agents. In the event that this Agreement is terminated pursuant to Paragraph 19(a) due to destruction that is not the result of the negligence of Tenant, its contractors, employees, or agents, Tenant shall not be responsible for payment of the Unamortized Amount or any portion thereof.

20. Insurance.

Tenant agrees that during the term of this Agreement, Tenant will carry and maintain, at its sole cost the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(a) General Commercial Liability Insurance (or reasonable equivalent thereto): Such Insurance shall cover the Demised Premises and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about the Demised Premises. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$1,000,000.00) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of any indemnities provided for in this Agreement. Tenant shall retain the right to self insure.

(b) Fire and Extended Coverage Insurance (or reasonable equivalent thereto): Such insurance shall cover Tenant's interest in its improvements to the Demised Premises, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than 100 percent (100%) of full replacement cost as updated from time to time during the term of this Agreement. Tenant shall promptly provide Landlord written notice in the event of any damages

to persons or property occurring on the Demised Premises from fire, accident, or any other casualty. Tenant shall retain the right to self-insure.

© Workers' Compensation Insurance (or reasonable, equivalent thereto): Tenant self insures for workers compensation.

(d) Contractors Insurance (or reasonable equivalent thereto): If Tenant engages any contractor or subcontractor to construct Improvements or perform any other work on the Demised Premises, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including, personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractor's protective liability coverage, insuring against any and all liability for injury to or death of person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$1,000,000.00) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's broker(s) and Landlord's lender as additional insureds, shall be carried with insurance companies licensed to do business in the State of Georgia and having a current financial strength rating in Best's Ratings of not less than B+. Such policies shall be non-cancellable and may not be materially altered except after thirty (30) days notice to Landlord. Such insurance policies or, at Landlord's election, duly executed certificates of such policies accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon the Demised Premises for the installation of its equipment or improvements, or (b) the Commencement Date of this Agreement. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to the Demised Premises issued by the Board of Fire Underwriters or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about the Demised Premises that might adversely affect, contravene, or impair any policies of insurance that are in force for the Demised Premises or any part thereof.

21. Indemnification.

Tenant is prohibited by state law from indemnifying other entities.

22. Taxes.

(a) Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in the Demised Premises.

(b) Landlord shall remain responsible for all other tax obligations associated with the Demised Premises, specifically including the payment of property taxes.

22. Condemnation.

If all or any part of the Demised Premises are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of the

Demised Premises is thereby rendered untenable or unusable for the purposes herein stated, this Agreement shall terminate when the condemning authority takes possession, and any Rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in the Demised Premises, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in Connection with any alteration or Improvement made by Tenant to the Demised Premises; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law.

23. Disclaimer.

Tenant and Landlord acknowledge that they have not relied upon any advice, representations, or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that Brokers shall not be responsible to advise Tenant on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of property; the condition of the Demised Premises, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repair to the Demised Premises; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; time, availability and cost of utilities or community amenities; the appraised or future value of the Demised Premises; any condition(s) existing off the Demised Premises which may affect the Demised Premises; the terms, conditions and availability of financing; and the uses and zoning of the Demised Premises whether permitted or proposed. Tenant acknowledges that any such Broker is not an expert with respect to the above matters and that if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Demised Premises and that such tasks clearly fall outside the scope of real estate brokerage services.

24. Other Provisions.

(a) Time of Essence.

Time is of the essence of this Agreement.

(b) No Waiver.

Any failure of Landlord or Tenant to insist upon the strict and prompt performance of any covenants or conditions of this Agreement or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of that party's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by that party for any such violation. No provision, covenant or condition of this Agreement may be waived by Landlord or Tenant unless such waiver is in writing and signed by Landlord or Tenant, respectfully.

© No Third-Party Beneficiaries.

This Agreement is made between and limited to Landlord and Tenant, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

26. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

(e) Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. Each party to this Agreement further acknowledges that no promises, representations, inducements, agreements, or warranties, have been made to induce the execution of this Lease by said party, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein or therein.

(f) Modification.

Any modification, amendment or other change to this Agreement, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

(g) Severability of Provisions.

If any provision of this Agreement or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement legal and enforceable to the fullest extent permitted under applicable law.

(h) Voluntary Agreement.

The parties hereto warrant that they have fully read and understood this Agreement before signing, and that they act voluntarily and without compulsion, duress or undue influence of any sort in the execution and performance hereof.

(i) Governing Law; Venue.

THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED UNDER AND ACCORDING TO THE LAWS OF THE STATE OF GEORGIA. THE PARTIES AGREE THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR THE PREMISES SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF FULTON, STATE OF GEORGIA, AND THE PARTIES FURTHER AGREE TO SUBMIT, AND DO HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF THE SAID COURTS OF THE COUNTY OF FULTON, STATE OF GEORGIA.

(j) Survival.

All terms, conditions, covenants, representations, and warranties contained in this Agreement or any certificate or other writing delivered pursuant hereto or in connection herewith, shall survive the expiration or termination of this Agreement, and no part of this Agreement shall be deemed merged with any document or instrument executed in connection herewith.

(k) Successors Bound.

Subject to the provisions of Paragraph 9 of this Agreement, this Agreement and each and every provision hereof, shall be binding upon and shall insure to the benefit of Tenant and Landlord, their respective successors, successors-in-title, legal representatives and assigns.

26. Attorney's Fees and Costs of Collection.

Whenever any sums due hereunder are collected via the efforts of a licensed attorney at law, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of the action.

(m) No Recordation.

Tenant shall not record this Agreement nor any short form memorandum thereof without Landlord's prior written consent.

(n) Notices.

1. All Notices must be in writing. All notices, including, but not limited to offers, counteroffers, acceptances, amendments, notice to terminate and demands, required or permitted hereunder shall be in writing signed by the party giving the notice and delivered either (a) in person; (b) by an overnight delivery service prepaid; (c) by facsimile transmission (Fax); or (d) by the United States Postal Service, postage prepaid, registered or certified return receipt requested.

2. Where notices should be sent. All fax notices to Tenant or Landlord shall be sent to the following facsimile numbers, or such other number(s) as may be specified by one party in a notice to the other party: \_\_\_\_\_ (Landlord)

\_\_\_\_\_ (Tenant)

Notices other than by fax shall be sent to Landlord and Tenant at the addresses set forth herein, as follows, or such other address as may be specified by one party in a notice to the other party:

LANDLORD ADDRESS

TENANT ADDRESS

26. Miscellaneous

Except as may be provided below, notices shall be deemed to be given as of the date and time they are received. The notice requirements referenced herein shall be strictly construed.

Notice sent by Fax shall be deemed to be given and received as of the date and time it is transmitted provided that the sending Fax produces a written confirmation showing the correct date and time of the transmission and the telephone number referenced herein to which the notice is required to be sent. Any party sending notice by Fax shall send an original copy of the notice by mail if so requested by the other party. A faxed signature of a party shall constitute an original signature binding upon the party.

(o) The parties agree that the individuals executing this Agreement have been duly authorized by their respective parties and have the authority to bind their respective parties.

25. Exhibits.

All exhibits attached hereto, listed below or referenced herein are made a part of this Agreement. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control.

26. Submission of this Agreement.

**The submission of this Agreement to Tenant or to Landlord shall not be construed as an offer, and neither Tenant nor Landlord shall have any rights under this Agreement unless both parties execute originals of this Agreement and deliver the same to the other party.**

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the duly authorized officers of Landlord and Tenant have signed and sealed this Agreement as of the day and year first set forth above.

**LANDLORD:**

\_\_\_\_\_,  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
John H. Eaves  
Chair- Fulton County Board of Commissioners

ATTEST:

By: \_\_\_\_\_  
Mark Massey  
Clerk to the Commission

APPROVED AS TO FORM FOR FULTON COUNTY

This \_\_\_ day of \_\_\_\_\_ 2009

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Office of the Fulton County Attorney

## SECTION 9

### EXHIBIT I

**The following submittals shall be completed and submitted with each proposal (see table below “Required Bid Submittal Check List.”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.**

Submit one (1) Original proposal and \_\_\_\_\_ ( ) **complete** copies of the Original Proposal including all required documents.

The following submittals shall be completed and submitted with each proposal (see table below)

<b>1</b>	One (1) Proposal marked “ <b>Original</b> ”, _____( ) copies	
<b>2</b>	Technical Proposal	
<b>3</b>	Cost Proposal (submitted in a separate sealed envelope)	
<b>4</b>	Acknowledgement of each Addendum	
<b>5</b>	<p>Technical Evaluation Factors</p> <p>Executive Summary</p> <p>Qualifications of Key Personnel</p> <p>Relevant Project Experience</p> <p>Financial Information</p> <p>(1) Annual Report and financial statement for last 3 yrs, income statements, balance sheets, change in financial position.</p> <p>(2) Latest quarterly financial report, description of material, change in financial position since last the last annual report.</p> <p>(3) Documentation and discussion of the financial condition and capability of the Proposer(s).</p> <p>Availability of Key Personnel</p> <p>Location of Firm</p>	
<b>6</b>	<p>Purchasing Forms</p> <p>Form A - Non-Collusion Affidavit of Prime Bidder/Offeror</p> <p>Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements</p> <p>Form C - Certification Regarding Debarment</p> <p>Form D - Disclosure Form &amp; Questionnaire</p> <p>Form E - Declaration of Employee-Number Categories</p> <p>Form F - Georgia Security and Immigration Contractor Affidavit and Agreement</p> <p>Form G - Georgia Security and Immigration Subcontractor Affidavit</p>	
<b>7</b>	<p>Office of Contract Compliance Requirements</p> <p>Exhibit A - Promise of Non-Discrimination</p> <p>Exhibit B - Employment Record</p> <p>Exhibit C - Schedule of Intended Subcontractor Utilization</p> <p>Exhibit D - Letter of Intent to Perform as Subcontractor</p> <p>Exhibit E - Declaration Regarding Subcontractor Practices</p> <p>Exhibit F - Joint Venture Disclosure Affidavit</p> <p>Exhibit G - Prime Contractor/Subcontractor Utilization Report</p> <p>Equal Business Opportunity Plan (EBO Plan)</p>	
<b>8</b>	Risk Management Insurance Provisions Form	

## EXHIBIT II

### CONSTRUCTION ADDENDUM

This Exhibit shall set forth the terms and conditions relating to the build-out of the Demised Premises. This Exhibit is organized chronologically and addresses the issues of the build-out of the Demised Premises, in sequence, as such issues will arise during the actual build-out. All references in this Exhibit to Articles or Sections of "this Agreement" or "this Lease" shall mean the relevant portions of the Agreement to which this Exhibit B is attached.

1. Landlord's Initial Construction of the Demised Premises.

Landlord has constructed, at its sole cost and expense, the base, shell and core (i) of the Demised Premises and (ii) of the floor of the Building on which the Demised Premises are located (collectively, the "Base, Shell and Core").

2. Improvement Allowance.

Tenant shall be entitled to a one-time tenant improvement allowance (the "Improvement Allowance") in an amount not to exceed \$\_\_\_\_\_ (based on \$\_\_\_\_\_ per rentable square foot of the Demised Premises) for the costs relating to the initial design and construction of Tenant's improvements that are permanently affixed to the Demised Premises (the "Improvements"); provided that Tenant may elect to apply a portion of the Improvement Allowance (not to exceed an amount equal to \$\_\_\_\_\_ based on \$\_\_\_\_\_ per square rentable square foot of the entire Demised Premises) towards the cost of moving Tenant's furniture, fixtures and equipment into the Demised Premises. Other than Landlord's obligation to disburse the Improvement Allowance pursuant to this Exhibit, Tenant shall be responsible for all costs relating to the design and construction of the Improvements and in no event shall Landlord be obligated to make disbursements pursuant to this Exhibit in a total amount which exceeds the Improvement Allowance. All Improvements constructed pursuant to this Exhibit shall be deemed Landlord's property under the terms of the Agreement. Tenant shall not be entitled to any credit for any unused portion of the Improvement Allowance. To the extent that any portion of the Improvement Allowance is not applied to the construction of the Demised Premises pursuant to the terms of this Exhibit and such unused portion remains the property of Landlord, then the calculation of unamortized Tenant Improvements shall be adjusted accordingly.

3. Disbursement of the Improvement Allowance.

Except as otherwise set forth in this Exhibit, the Improvement Allowance shall be disbursed by Landlord (each of which disbursements shall be made pursuant to Landlord's disbursement process), only for the following items and costs (collectively, the "Improvement Allowance Items"):

(a) Payment of the fees of the "Architect" and the "Engineers," as those terms are defined in Paragraph 4 of this Exhibit, and payment of the fees incurred by, and the cost of documents and materials supplied by, Landlord and Landlord's consultants in connection with the preparation and review of the "Construction Drawings," as that term is defined in Paragraph 4 of this Exhibit;

(b) The payment of plan check, permit and license fees relating to construction of the Improvements;

(c) The cost of construction of the Improvements;

(d) The cost of any changes in the Base, Shell and Core when such changes are required by the Construction Drawings (including if such changes are due to the fact that such work is prepared on an unoccupied basis) or are otherwise required by law as a result of the construction of the Improvements, such cost to include all direct architectural and/or engineering fees and expenses incurred in connection therewith;

(e) The cost of any changes to the Construction Drawings or Improvements required by applicable building codes or any other governmental law or regulation (collectively, "Code"); and,

(f) All other costs to be expended by Landlord in connection with the construction of the Improvements.

#### 4. Selection of Architect/Construction Drawings.

Landlord shall retain a duly licensed architect as the architect/space planner (the "Architect") to prepare plans and drawings relating to the build-out of the Demised Premises to suit the needs and use intended by the Tenant under the Agreement. Landlord shall also retain a duly licensed engineering consultant (the "Engineer") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, lifesafety, and sprinkler work in the Demised Premises. The plans and drawings to be prepared by the Architect and the Engineer hereunder shall be known collectively as the "Construction Drawings." Notwithstanding that Landlord has retained the Architect and Engineer to prepare the Construction Drawings, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings.

#### 5. Final Space Plan.

Landlord and the Architect shall prepare the final space plan for Improvements in the Demised Premises (collectively, the "Final Space Plan"), which Final Space Plan shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein, and shall deliver the Final Space Plan to Tenant for review and approval by Tenant and Tenant's Construction Management Department, which approval or reasonable disapproval shall be delivered by Tenant to Landlord no later than ten (10) business days after Tenant's receipt of such Final Space Plan. If Tenant or Tenant's Construction Management Department reasonably disapproves of any portion of the Final Space Plan, the parties shall meet, within five (5) business days after such disapproval, to agree upon revisions to be made to the Final Space Plan to meet the reasonable satisfaction of Tenant and Tenant's Construction Management Department. The Architect shall then revise the Final Space Plan to the form agreed upon in such meeting and Tenant and Tenant's Construction Management Department shall then approve or reasonably disapprove the revised Final Space Plan no later than five (5) business days after Tenant's receipt of such revised Final Space Plan. If Tenant or Tenant's Construction Management Department shall again reasonably disapprove the revised Final Space Plan, the parties will revise and review the Final Space Plan again in accordance with the procedure set forth above until both Tenant's, and Tenant's Construction Management Department's, reasonable approval is obtained.

#### 6. Final Working Drawings.

Landlord, the Architect and the Engineers shall complete the architectural and engineering drawings for the Demised Premises, and the Architect shall compile a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings in a form which is complete to allow subcontractors to bid on the work and to obtain all applicable permits (collectively, the "Final Working Drawings") and shall submit the same to Tenant for review and approval by Tenant and Tenant's Construction Management Department, which approval or reasonable disapproval shall be delivered by Tenant to Landlord no later than ten (10) business days after Tenant's receipt of such Final Working Drawings. If Tenant or Tenant's Construction Management Department reasonably disapproves of any portion of the Final Working Drawings, the parties shall meet, within five (5) business days after such disapproval, to agree upon revisions to be made to the Final Working Drawings to meet the reasonable satisfaction of Tenant and Tenant's Construction Management Department. The Architect shall then revise the Final Working Drawings to the form agreed upon in such meeting. Tenant and Tenant's Construction Management Department shall then approve the revised Final Working Drawings no later than five (5) business days after Tenant's receipt of such revised Final Working Drawings. If Tenant or Tenant's Construction Management Department shall again reasonably disapprove the revised Final Working Drawings, the parties will revise and review the Final Working Drawings again in accordance with the procedure set forth above until both Tenant's, and Tenant's Construction Management Department's, reasonable approval is obtained.

7. Approved Working Drawings.

Landlord shall submit the Final Working Drawings approved by Landlord and Tenant (the "Approved Working Drawings") to the appropriate governmental entities for all applicable building permits necessary to allow the Contractor (as defined below) to commence and fully complete the construction of the Improvements (the "Permits"). If Tenant or Tenant's Construction Management Department desires any change, modification or alteration in the Approved Working Drawings, Tenant must first obtain the prior written consent of Landlord, provided that Landlord may withhold its consent, in its sole discretion, to any change in the Approved Working Drawings, if such change would directly or indirectly delay the Substantial Completion of the Demised Premises. Prior to commencing any change requested by Tenant, or Tenant's Construction Management Department, to the Approved Working Drawings, Landlord shall prepare and deliver to Tenant, for approval by both Tenant and Tenant's Construction Management Department, a change order ("Change Order") setting forth the additional time required to perform the change and the total cost of such change, which shall include associated architectural, engineering and Contractor's fees. If Tenant or Tenant's Construction Management Department fails to approve such Change Order in writing within five (5) business days after such delivery by Landlord, Tenant shall be deemed to have withdrawn the Change Order and Landlord shall not proceed to perform the change.

8. Time Deadlines.

Tenant and Tenant's Construction Management Department shall cooperate with (i) the Architect, the Engineers, and Landlord to complete all phases of the Construction Drawings and the permitting process, and (ii) the Contractor, for approval of the "Cost Proposal," in accordance with the dates set forth herein. Tenant shall meet with Landlord on a weekly basis to discuss Tenant's progress in connection with the same. The applicable dates for approval of items, plans and drawings and selection of a contractor as described in this Exhibit are referred to herein as the "Time Deadlines". Tenant and Landlord agree to comply with the Time Deadlines.

9. Contractor.

A contractor retained by Landlord (the "Contractor") shall construct the Improvements.

10. Cost Proposal.

After the Approved Working Drawings are approved by Landlord and Tenant, Landlord shall provide Tenant with a cost proposal in accordance with the Approved Working Drawings, which cost proposal shall include, as nearly as possible, the cost of all Improvement Allowance Items to be incurred by Tenant in connection with the construction of the Improvements (the "Cost Proposal"). Landlord does not guaranty the accuracy of the Cost Proposal. Notwithstanding the foregoing, portions of the cost of the Improvements may be delivered to Tenant as such portions of the Improvements are priced by Contractor (on an individual item-by-item or trade-by-trade basis), even before the Approved Working Drawings are completed (the "Partial Cost Proposal"). Tenant shall either (i) approve and deliver the Cost Proposal to Landlord within ten (10) business days of the receipt of the same (or, as to a Partial Cost Proposal, within five (5) business days of receipt of the same), or (ii) notify Landlord within ten (10) business days after Tenant's receipt of the Cost Proposal (or Partial Cost Proposal, as the case may be) that Tenant desires to revise the Approved Working Drawings to reduce the amount of the Cost Proposal (or Partial Cost Proposal, as the case may be), in which case such changes shall be made to the Approved Working Drawings only and the revised Working Drawings shall be provided to the Contractor for repricing, whereupon Landlord shall revise the Cost Proposal (or Partial Cost Proposal, as the case may be) for Tenant's approval. This procedure shall be repeated until the Cost Proposal (or Partial Cost Proposal, as the case may be) is approved by Tenant. The date by which Tenant has approved the Cost Proposal, or the last Partial Cost Proposal, as the case may be, shall be known hereafter as the "Cost Proposal Delivery Date." The total of all Partial Cost Proposals, if any, shall be known as the Cost Proposal. Notwithstanding anything to the contrary in this Exhibit, Tenant may submit the Cost Proposal to Tenant's Construction Management Department for review provided that Tenant must comply with the Time Deadlines otherwise contained in this Exhibit.

11. Over-Allowance Amount.

On the Cost Proposal Delivery Date, Tenant shall deliver to Landlord cash in an amount (the "Over-Allowance Amount") equal to the difference between (i) the amount of the Cost Proposal and (ii) the amount of the Improvement Allowance (less any portion thereof already disbursed by Landlord, or in the process of being disbursed by Landlord, on or before the Cost Proposal Delivery Date that is not otherwise included within the Cost Proposal, including any costs incurred by Landlord and/or Tenant for the preparation of the Construction Drawings). The Over-Allowance Amount shall be disbursed by Landlord prior to the disbursement of any then remaining portion of the Improvement Allowance, and such disbursement shall be pursuant to the same procedure as the Improvement Allowance. In the event that after the Cost Proposal Date, any revisions, changes, or substitutions shall be made to the Construction Drawings or the Improvements, at Tenant's request, any additional costs which arise in connection with such revisions, changes or substitutions shall be paid by Tenant to Landlord immediately upon Landlord's request as an addition to the Over-Allowance Amount. Tenant will not be responsible for any amounts in excess of the Over-Allowance Amount unless agreed to in writing by Tenant.

12. Landlord Supervision.

Landlord shall independently retain Contractor to construct the Improvements in accordance with the Approved Working Drawings and the Cost Proposal and Landlord shall supervise the construction by Contractor.

13. Contractor's Warranties and Guaranties.

Landlord hereby assigns to Tenant all warranties and guaranties by Contractor relating to the Improvements, and Tenant hereby waives all claims against Landlord relating to, or arising out of the construction of, the Improvements provided Landlord uses commercially reasonable efforts to assist Tenant in enforcing Tenant's and Landlord's rights, contractual or otherwise, against such Contractor. Landlord will require that Contractor guarantee that the Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof.

14. Ready for Occupancy.

The Demised Premises shall be deemed "Ready for Occupancy" upon the Substantial Completion of the Demised Premises. For purposes of this Lease, "Substantial Completion" of the Demised Premises shall occur upon completion of construction of the Improvements in the Demised Premises pursuant to the Approved Working Drawings, with the exception of any punch list items and any Tenant fixtures, work-stations, built-in furniture, or equipment to be installed by Tenant or under the supervision of Contractor.

15. Delay of Substantial Completion of the Demised Premises by Tenant.

If there shall be a delay or there are delays in the Substantial Completion of the Demised Premises or in the occurrence of any of the other conditions precedent to the Lease Commencement Date, as set forth in the Lease, as a direct result of any of the following (collectively, "Tenant Delays"):

- (a) Tenant's failure to comply with the Time Deadlines;
- (b) Tenant's failure to timely approve any matter requiring Tenant's approval;
- (c) A breach by Tenant of the terms of this Exhibit or this Lease;
- (d) Tenant's request for changes in the Approved Working Drawings (including, without limitation, any changes made in order to reduce the amount of the Cost Proposal (or Partial Cost Proposal, as the case may be) pursuant to Section 4.2 above);
- (e) Tenant's requirement for materials, components, finishes or improvements which are not available in a reasonable time;
- (f) Changes to the Base, Shell and Core required by the Approved Working Drawings; or
- (g) Any other acts or omissions of Tenant, or its agents, or employees;

then, notwithstanding anything to the contrary set forth in this Exhibit or in the Lease and regardless of the actual date of the Substantial Completion of the Demised Premises, the date of Substantial Completion shall be deemed to be the date Substantial Completion of the Demised Premises would have occurred if no Delays, as set forth above, had occurred.

16. Tenant Right to Terminate Lease for Delay of Substantial Completion of the Demised Premises.

If a delay or there are delays in the Substantial Completion of the Demised Premises (based upon the anticipated date of the occurrence of the Lease Commencement Date as set forth in the Lease) or in the occurrence of any of the other conditions precedent to the Lease Commencement Date, as set forth in the Lease, of a period of sixty (60) days as a direct result of any of the following (collectively, "Landlord or Contractor Delays"):

- (a) Landlord's failure to comply with Time Deadlines;
- (b) A breach by Landlord of the terms of this Exhibit or this Lease;
- (c) Landlord's failure to use commercially reasonable efforts to assist Tenant in enforcing Tenant's rights against Contractor;
- (d) Landlord's failure to submit Working Drawings so that permits may be obtained;
- (e) Any other acts or omissions of Landlord or Contractor, or their agents, or employees;

then, notwithstanding anything to the contrary set forth in this Exhibit or in the Lease, Tenant shall have the right to immediately terminate this Agreement without paying any costs set forth under the Lease or this Exhibit.

17. Tenant's Entry Into the Demised Premises Prior to Substantial Completion.

Provided that Tenant and its agents do not interfere with, or delay, Contractor's work in the Building and the Demised Premises, Contractor shall allow Tenant access to the Demised Premises prior to the Substantial Completion of the Demised Premises for the purpose of Tenant installing Tenant's data and telephone equipment and cabling in the Demised Premises. The installation of the telephone and data cabling will be coordinated with the Contractor to cause such work to be performed at the time reasonably designated by the Contractor. Prior to Tenant's entry into the Demised Premises as permitted by the terms of this Exhibit, Tenant shall submit a schedule to Landlord and Contractor, for their approval, which schedule shall detail the timing and purpose of Tenant's entry. Landlord shall not be liable for any damages resulting from Tenant's entry pursuant to this provision.

18. Tenant's Representative.

Tenant has designated \_\_\_\_\_ as its sole representative with respect to the matters set forth in this Exhibit, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Exhibit.

19. Landlord's Representative.

Landlord has designated \_\_\_\_\_ as its sole representative with respect to the matters set forth in this Exhibit, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Exhibit.

20. Time of the Essence in This Exhibit.

Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where Tenant is required to approve or deliver an item, if

no written notice of approval is given or the item is not delivered within the stated time period, at Landlord's sole option, at the end of said period the item shall automatically be deemed approved or delivered by Tenant and the next succeeding time period shall commence.

21. Tenant's Lease Default.

Notwithstanding any provision to the contrary contained in this Lease, if an event of default as described in Section 14 of the Agreement or this Exhibit has occurred at any time on or before the Substantial Completion of the Demised Premises, then (i) in addition to all other rights and remedies granted to Landlord pursuant to this Lease, Landlord shall have the right to withhold payment of all or any portion of the Improvement Allowance and/or Landlord may cause Contractor to cease the construction of the Demised Premises (in which case, Tenant shall be responsible for any delay in the Substantial Completion of the Demised Premises caused by such work stoppage as set forth in this Exhibit), and (ii) all other obligations of Landlord under the terms of this Exhibit shall be forgiven until such time as such default is cured pursuant to the terms of this Lease.

22. Tenant's Agents.

All of Tenant's agents, contractors, and subcontractors performing work in, or in connection with, the Demised Premises (collectively "Tenant's Agents"), shall be subject to Landlord's reasonable approval and if required by law or any agreement to which Landlord is bound, shall be union labor.

23. Insurance Requirements.

All of Tenant's Agents shall carry Workers' Compensation insurance as required by applicable law and liability and Products and Completed Operation Coverage insurance, each in amounts not less than One Million Dollars (\$1,000,000.00) per incident, One Million Dollars (\$1,000,000.00) in aggregate, and in form and with companies as are required to be carried by Tenant as set forth in the Agreement, and the policies therefor shall insure Landlord and Tenant, as their interests may appear, as well as Landlord's Contractor, and shall name as additional insureds all mortgagees of the Real Property constraining the Demised Premises or any other party designated by Landlord. All insurance maintained by Tenant's Agents shall preclude subrogation claims by the insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects the Landlord and that any other insurance maintained by Landlord is excess and noncontributing with the insurance required hereunder. In the event any work is performed in the Demised Premises by a department of Tenant, the self insurance provisions of the Agreement shall apply.

24. Applicability.

This Exhibit shall not be deemed applicable to: (a) any additional space added to the original Demised Premises at any time, whether by the exercise of any options under the Lease or otherwise, or (b) any portion of the original Demised Premises or any additions thereto in the event of a renewal or extension of the original Term of the Lease, whether by the exercise of any options under the Lease or any amendment or supplement thereto. The construction of any additions or improvements to the Demised Premises not contemplated by this Exhibit will be

effected pursuant to a separate work letter agreement, in a form to be approved by Landlord and Tenant and specifically addressed to the allocation of costs relating to such construction.