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*

REQUEST FOR PROPOSAL NO. #11RFP76742K-JD

Comprehensive Operation and Preventive and Predictive Maintenance Services for Fulton County Jail
For
General Services Department

RFP DUE DATE AND TIME: Monday, February 28, 2011 at 11:00 A.M.
RFP ISSUANCE DATE: January 28, 2011
PURCHASING CONTACT: Joyce Daniel at 404-612-5824
E-MAIL: joyce.daniel@fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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SECTION 1
INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is soliciting bids for Comprehensive Operation and Preventive and Predictive Maintenance Services for Fulton County Jail Complex**.**

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for the **Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail.**

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

1.2 DESCRIPTION OF THE PROJECT

This project involves the management, supervision, labor, materials, supplies, spare parts, tools, equipment, scheduling and coordination, all required for effective and economical operation, preventive maintenance, predictive maintenance, corrective/repair maintenance and approved work projects for the facility grounds and building systems. The facility grounds and building systems associated with this contract are outlined in **Exhibit 3.**

Proposer will be responsible for all costs involved with operations and preventive and predictive maintenance. Costs involved for corrective/repair maintenance shall be reimbursed as described in Section 3.5 based on the actual cost involved

1.3 BACKGROUND

The Fulton County Jail Complex consists of twelve (12) facilities varying purpose/usage ranging from administrative offices to maximum security inmate housing. The Jail Complex presents the successful Proposer with a challenging maintenance environment that requires the highest level of expertise.

1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- Ensure the safety and security of County staff, visitors and inmates through a well-designed and organized comprehensive maintenance program.
- Ensure the efficient operation of the Jail complex facilities in order to
- Preserve building assets in such a manner as to extend their useful life expectancy.

1.5 PURCHASING THE RFP

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

1.6 SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, http://www.fultoncountyga.gov under "Subcontracting Bid Opportunities".

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference at the Fulton County Jail, 901 Rice Street, NW, Atlanta, Georgia 30318, on **Tuesday, February 15, 2011 at 9:30 A.M. in the Administrative Staff Roll-Call Room. Respondents shall meet in the Jail lobby at 9:00 A.M. to sign in for the meeting.** A photo ID (driver's license or passport) is required to enter the building. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

A mandatory walk-through of the facility will follow the Pre-Proposal Conference to view the Jail Complex facility site. Attendance at the Pre-Proposal walk-through is mandatory for responding to this RFP since it is an opportunity to discuss issues regarding the services sought by the County through the RFP. This will be the only walk-through opportunity before submitting proposals. **Attendance at the mandatory walk-through is required for responding to this RFP.**

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

1.8 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 **Monday, February 28, 2011 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.

1.9 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.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Joyce Daniel, Assistant Purchasing Agent, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303, 404-612-5824, 404-335-5806-fax, joyce.daniel@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.

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

CMMS – Computerized Maintenance Management System

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

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

County – Fulton County Government and its authorized representatives

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

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

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

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

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

Megging – This is the process of measuring the insulation value of the motor winding using an instrument commonly called a "megger". (Also referred to as 'Megger')

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

NEMA – National Electrical Manufacturers Association

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

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

Owner – Fulton County Government

PPM – Preventive and Predictive maintenance

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

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

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

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

QCI - Quality Control Inspections

QCP – Quality Control Program

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

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

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.

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

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

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

C. Any violation of this prohibition of the initiation or continuation of verbal 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, oral or written, received after **Thursday, February 17, 2011 at 2:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

Fulton County Department of Purchasing & Contract Compliance
Attn: Joyce Daniel, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: joyce.daniel@fultoncountyga.gov
(404) 612- 5824 - Fax (404) 335-5806

RE: #11RFP76742K-JD Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail Complex

All responses to written requests for clarification, interpretation, or

additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

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 posted on the Fulton County website, 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 MULTI-YEAR CONTRACT TERM

The term of contract is one (1) year with four (4) one year renewal options upon execution of contract.

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2011, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2011. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation

of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2012 and shall end no later than the 31st day of December, 2012. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2013 and shall end no later than the 31st day of December, 2013. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2014 and shall end no later than the 31st day of December, 2014. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

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 Vendor Selection Committee composed of County personnel 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.

Bonding Requirements:

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the County and authorized to act as such in the State of Georgia.

b. Such bonds shall conform to the forms provided with the Bid documents and be completed in accordance with the instructions.

c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Offeror, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the work.

d. The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Alterations, extensions of the time allowed for performance, extra and additional work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

Proposal Bond or Guaranty – Each proposal must be accompanied by a Proposal Bond/Guaranty in the amount of five percent (5%) of the Proposer's price. The Proposal Bond/Guaranty shall be included in a separate, sealed envelope marked "Proposal Bond/Guaranty". The Proposal Bond/Guaranty Form can be found in Section 8 of the RFP.

Payment & Performance Bond – the Proposer awarded the contract for the project must provide a Payment Bond and Performance Bond in the amount equal to one hundred percent (100%) of the Proposer's price prior to the execution of the Contract. The Payment and Performance Bond Forms can be found in Section 9 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 1.11 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 the Fulton County Sheriff, or designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verifty.uscis.gov.enroll.

See Section 5, Proposal Forms for declarations and affidavits.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary

evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.24 RIGHT TO PROTEST

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.25 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
   Department of Purchasing & 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 **Monday, February 28, 2011** at **11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS RFP #11RFP76742K-JD-Comprehensive Operation and Preventive and Predictive Maintenance Services for Fulton County Jail
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 Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

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

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP _____
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

The Facility Maintenance Contractor (hereafter referred as 'FMC') will provide all managerial, administrative and technical functions for the effective and timely accomplishment of the technical requirements described below. The scope of work includes all, but not limited to, operation preventive and predictive

maintenance and emergency services for the building and building systems in the facilities listed in **Exhibit – 3.** The contractor shall be fully responsible for providing customer service, quality control and all other services listed herein. The results of the work performed under this contract will conform to the quality requirements and the County expects that upon daily or periodic inspections that these minimum standards are met or exceeded.

3.3.1 Basic services shall include:
Please refer to Exhibit – 3 for a complete listing of Building Systems and Grounds and their associated services covered by this contract

- Facilities Maintenance: day-to-day management

- Operation and Maintenance of Electrical, Mechanical and HVAC Equipment
- Architectural, Structural and Mechanical Maintenance of building including doors, windows and gate systems.
- Carpet repair and replacement
- Millwork (Does not include replacement)
- Appliance repair including repair of kitchen and break room equipment. All equipment must have a Fulton County ID number attached. (Kitchen hood, water coolers, ice machines, refrigerators and micro wave ovens)
- Audio systems, video systems, CCTV and cable TV
- Roof and roof components
- Plumbing and grease trap maintenance
- Fire extinguishers
- Fire alarm and Fire suppression system, including fire sprinklers
- Exterior lighting including lighting in the parking lot.
- Lock and locksmith services including security locks and electronic locks
- Intrusion Alarm Systems
- Elevators and vertical transportation systems
- Trash removal and Re-cycling
- Propane System
- Diesel system including tanks and pumps
- Facility Grounds and external systems including Fire hydrants as described in Exhibit -3. Any system not specifically excluded in 3.3.2 below.

3.3.2 Services not included:

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

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

- The FMC must furnish all tools, spare parts, direct and indirect material and man power required to perform work under this contract

- All personnel working for the FMC in the facility must wear uniforms and identifying tags as outlined in Paragraph 3.4.9 If the FMC uses a vehicle

  in the premises, that vehicle shall have the FMC's name and/or company logo painted on the back and on each side of the vehicle.

- General Services Department ("GSD") will be responsible for the payment for the supply of water, electricity and natural gas. However, if there is any interruption in the supply of any/all of the above utilities, the FMC will coordinate with the respective utility vendors and ensure early resumption of utilities.

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

3.3.5 ORGANIZATIONAL REQUIREMENTS

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

3.3.5.2 The FMM will be supported by qualified and experienced technicians

exclusively assigned to these facilities for the duration of the contract

3.3.5.3 The FMC will provide a minimum of one (1) Chief Engineer, two (2) HVAC Technicians, two (2) Electricians, two (2) Plumbers, two (2) lock smiths, two (2) Electronic Technicians and three (4) Building Mechanics on a full time basis. Qualifications for these positions are identified in Section 3.3.6.

3.3.5.3.1 The labor strength indicated in 3.3.5.3 is only the minimum required for the facility. The contractor must staff the organization sufficiently to meet all Preventive, Predictive Maintenance and repair requirements.

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

3.3.5.3.3 Since this is a 24/7 operation the Proposer must provide a Staffing Plan that shows the number of staff and their discipline for each shift. This Staffing Plan must address weekends, emergencies, holidays and natural disasters.

3.3.5.4 At least one employee on each shift must be trained on the operation and emergency shut down of all fire protection and fire alarm systems.

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

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

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

3.3.5.8 If any of the permanently assigned staff is absent for a day, part of a day or for a specific period, FMC must inform the CA immediately and provide information on the workload impact and any alternate staffing solution implemented.

3.3.5.9 All employees of the FMC must wear uniform with the company logs clearly visible from the front and must in addition wear Sheriff Department issued photographic identification badges at all times when on-site at any of the facilities. These badges are to be the official form of identification for all employees when on site and are only to be issued by the Sheriff.

3.3.5.10 All full time contract employees must be on-site for a minimum of forty (40) hours in a week. All hours must be spent on site, except as otherwise agreed to by both CA and FMC. The contractor's schedule will be modified only upon the parties' mutual agreement.

3.3.5.11 The FMM will be responsible for ensuring that all contracted services and work performed is completed in compliance with the contract requirements and in a manner that is satisfactory, timely and acceptable to the County.

3.3.5.12 The FMM must have the authority to act on behalf of the FMC. All communications given to the FMM shall be as binding as if given to the FMC.

3.3.5.13 During all periods of absence from the site the FMM must designate personnel who are authorized to act on his behalf during his absence and inform the C A.

3.3.5.14 The FMM will be responsible for scheduling periodic walk through inspections and discussing non-performance issues with the CA.

The FMM will be responsible for maintaining and submitting an accounting of all activities connected to facility maintenance for auditing purposes.

3.3.5.15 If sufficient expertise is not available within the maintenance organization to repair or maintain any of the systems or sub-systems within this Contract, the FMC will subcontract the task when needed or directed by the CA.

3.3.5.16 The FMC must obtain prior written approval from the CA or Central Fulton Area Manager for any of the following:

3.3.5.16.1 Changes to hardware and/or software settings of the building controls and automation, CCTV or Cable TV systems.

3.3.5.16.2. Making any modifications/alterations to any mechanical, electrical or structural items in the buildings.

3.3.5.16.3 Making any changes in the security and lock systems related to inmate housing, including making of additional keys.

3.3.5.16.4 Some of the building systems and components may be under warranty. The FMC shall acquaint himself with such warranty details and coordinate repair with the guarantor when warranty repairs do arise.

3.3.5.17 The FMC must use the existing Computerized Maintenance Management System ("CMMS"), Maximo, and process and procedures to document all repair and maintenance activities (see Section 3.3.10 for details). The FMC **shall not** use any other CMMS to document repair and maintenance activities.

3.3.5.18 The FMC must provide/facilitate training to GSD/Sheriff department staff in operation of systems including, but not limited to, cell security locking, fire alarm systems, fire control (sprinkler) video systems and video conferencing. Duration of training shall not be less than 4 hours in each case.

3.3.6 CONTRACTOR QUALIFICATIONS

3.3.6.1 FMC must provide documentation to support compliance with all requirements under this section. The Contractor must have a minimum of seven (7) consecutive years of facility maintenance experience, five (5) of which must be in a correctional facility of a size comparable to the Fulton County Jail.

3.3.6.1.1 The FMM must have at least seven (7) years of experience, with at least five (5) recent years in maintaining a correctional facility of size equivalent to Fulton County Jail.

The County considers this position as a part of the key personnel team listed in section 3.4.

3.3.6.1.2 The Chief Engineer must have at least five (5) years of equitable experience as a Chief Engineer, with at least three (3) recent years in maintaining a correctional facility of size equivalent to Fulton County Jail. The County considers this position as a member of the key personnel team listed in section 3.4.

3.3.6.1.3 The HVAC Technicians assigned must possess universal certification under EPA mandatory technician certification as required by 40 CFR Part 82, Subpart F

3.3.6.1.4 HVAC Technicians must have training obtained from the National Institute for Certification in Engineering and Technology (NICET) or from an equivalent institution, or from a manufacturer of HVAC equipment.

3.3.6.1.5 HVAC Technicians must have at least five (5) years of demonstrated experience in maintaining, repairing and troubleshooting HVAC equipment in a large commercial or industrial building.

3.3.6.1.6 HVAC Technician must be competent in troubleshooting the HVAC direct digital control system based on the data provided by the Service Calls.

3.3.6.1.7 Plumbers assigned must be trained, licensed by the State of Georgia, and have three (3) years of experience in large building systems.

3.3.6.1.7.1 The Plumbers must have 5 (five) years experience in installation and repair of plumbing systems, including back-flow prevention and grease trap maintenance, in large commercial or industrial buildings.

3.3.6.1.8 The Building Mechanics assigned must have training in an industrial training institution in one (1) or more trades like carpentry, masonry, steel working, millwright etc. or equivalent experience.

3.3.6.1.8.1 Building Mechanic must have at least five (5) years experience in a large commercial or industrial building.

3.3.6.1.8.2 Building Mechanic must have adequate knowledge in identifying problems related to building systems, especially carpentry, wood working, doors and windows, and locks.

3.3.6.1.9 The Electricians must have received training from the

3.3.6.1.10 National Institute for Certification in Engineering and Technology (NICET) or from an equivalent institution and must possess a license issued by a Federal or State administration recognized by the State of Georgia

3.3.6.1.10 Electricians must have adequate knowledge of NEC 2008 and must have experience working as an electrician for a large commercial/office/correctional facility for a period not less than three (3) years.

3.3.6.1.11 Electronic Technicians must have undergone a course of study in electronics and must possess a certification equivalent to NICET certification. Further, the technician must have experience as a technician working on the security systems of a correctional facility, for a period not less than three (3) years.

3.3.6.1.12 Technicians responsible for maintenance of Fire Protection system as required in Section 3.4.4 must possess NICET Level 2 certification in Inspection and Testing of water based systems.

3.3.6.1.15 Locksmiths must have undergone a course of training in Locksmith trade and must have a minimum of five (5) years experience in a correctional facility of similar size in operating, troubleshooting and repairing locking systems independently.

3.3.7 SUB-CONTRACTORS

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

3.3.7.1 The FMC must ensure that all requirements of this contract are enforced in all sub contracts

3.3.7.2 The FMC must perform all preventive maintenance work with their in-house personnel except that which requires specialized skill or licensing.

3.3.7.3 The FMC may sub-contract preventive maintenance of control and

3.3.7.4 monitoring equipment, fire extinguisher inspection, fire sprinkler tests, fire alarm system inspection, kitchen exhaust maintenance and water treatment.

3.3.7.5 The FMC may also sub-contract repair and maintenance of Kitchen Appliances and Laundry equipment with manufacturer's representatives if their in-house technicians do not have sufficient experience in the maintenance of such equipment.

3.3.7.6 Where a mandatory license or certification is required for carrying out work, and if the FMC is not utilizing a licensed/certified sub-contractor for the work, the FMC must submit documents to prove that they are licensed or certified to perform the work.

3.3.7.7 The FMC shall comply with Fulton County's MFBE program as described in the attachment to this document.

3.3.7.8 The FMC must be prepared to execute a contract, keep a proposal bond, and on the awarding the contract, a performance bond.

3.3.8 HOURS OF OPERATION

3.3.8.1 Maintenance services must be provided 24 hrs a day 7 days a week.

3.3.8.2 FMC must keep sufficient number of technicians on duty for continuous coverage of all the facilities during the operating hours of each facility for the Monday through Friday schedule. For Saturday, Sunday and Holiday schedules, the FMC must provide sufficient staff to provide the required level of service.

3.3.8.2.1 In addition to this basic requirement, the FMC must respond to any technical requirement by employing on-call technicians who can respond to emergency situations within thirty (30) minutes (see Section 3.7).

3.3.8.2.2 The response to on-call work is a part of the contract and will not be considered eligible for charge back , over time or sub-contractor surcharges.

3.3.8.3 The Holidays applicable will be those applicable to the County. FMC will be provided a list of holidays recognized for the year, at the beginning of the contract period.

3.3.9 SERVICE CALLS

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

3.3.9.1 Service Calls include any needed maintenance repairs requiring three hours or less of labor and no more than $ 300 in parts and material. Repairs exceeding these requirements will be classified as maintenance repairs.

3.3.9.2 The FMC must establish a Call Response Center within the facility to receive calls for service and to respond accordingly.

3.3.9.2.1 The Call Response Center must be staffed with at least one (1) Administrative staff member from 7AM to 7 PM.

3.3.9.2.2 Calls that originate between 7PM and 7 AM must be routed to a specific telephone station which will be manned by suitable technical personnel

3.3.9.2.3 FMC must use the CMMS (MAXIMO) for recording and tracking of all transactions.

3.3.9.3 FMC must respond to service calls as follows:

3.3.9.3.1 **Emergency** calls are those which cause immediate danger to personnel and property, including, but not limited to, broken water pipes, power outages, fire and problems which may result in fire, gas or oil leaks and situations that may result in the breach of security in the inmate housing areas.

3.3.9.3.2 **Emergency** calls may be responded to within thirty (30) minutes to correct situation or reduce it to a High Priority status.

3.3.9.3.3 **High Priority** is a situation in which a timely response is important. However, property or safety is not immediately

threatened. Response time is sixty (60) minutes.

3.3.9.3.4 **Scheduled** is a situation in which work can be scheduled for a future date. The work must be performed during normal operating hours as much as is practical. Response time is within five (5) days.

3.3.10 COMPUTERIZED MAINTENANCE MANAGEMENT

Fulton County Jail makes use of the Computerized Maintenance Management System (CMMS), MAXIMO. FMC is required to use this system for all transactions.

3.3.10.1 FMC will provide all hardware and/or software licensing necessary to upgrade current CMMS to latest operating version. Upon termination of contract, all CMMS hardware and/software will become the property of Fulton County.

3.3.10.1.1 CMMS upgrade must include asset management modules currently not in use in order to provide Fulton County with the ability to conduct equipment cost-benefit analysis.

3.3.10.2 FMC will utilize Maximo to create a work request for all maintenance work initiated by the FMC or initiated by the customer.

3.3.10.3 When work is completed, the FMC must enter the date and time the work was completed, name of those who worked on the job, duration of work and final result of the repair/maintenance job into the CMMS.

3.3.10.4 All FMC technicians must be provided with an appropriate handheld device in order to input detailed work order results data into the CMMS including, but not limited to cause of repair, labor hours performed in facilitating repair, materials used, necessary follow-up details.

3.3.10.4.1 FMC must provide all hardware/software necessary to accomplish real-time CMMS updates.

3.3.10.5 FMC must schedule all Preventive and Predictive Maintenance tasks (PPM) into the system within two (2) months of commencement of contract. PPM program must be followed up using the CMMS and proper record must be maintained for audit purposes.

3.3.10.6 FMC must assign one administrative staff member as the CMMS Administrator. Administrator will have responsibility for ensuring proper utilization of the CMMS and the production of the monthly maintenance report outlined in section 3.3.21. Administrator must have a minimum of three (3) years experience as a database administrator and must have two (2) years experience creating and generating reports using Maximo. The County considers this position as part of the key personnel team listed in section 3.4.

3.3.10.7 Complying with the procedural requirements of the CMMS is an essential part of the Contract and any failure to comply shall lead to termination of contract

3.3.11 OPERATIONAL REQUIREMENTS: DEFINITIONS

3.3.11.1 Comprehensive maintenance: The recurring day-to-day, periodic, or scheduled work required to preserve, repair and/or restore the facility and equipment to a condition such that it may be effectively utilized for its designated purpose.

3.3.11.2 Repair – This is work classified as that effort required for restoring equipment, or systems, to a proper working condition.

3.3.11.2.1 The FMC is responsible for accomplishing all repair work for which the cost of labor, equipment, parts and materials is expected to be $5,000.00 or less. This dollar threshold applies to each individual repair job or replacement that may be required.

3.3.11.2.2 Any repair work estimated to cost of labor, equipment, parts and materials is expected to be more than $5,000 but less than $ 10,000 might be accomplished by the FMC. GSD reserves the right to have these types of services performed by outside sources. The FMC will remain responsible for the first $5,000.

3.3.11.2.3 The FMC must be prepared to perform any repair/replacement where the cost of labor, equipment, parts and materials is expected to exceed $ 10,000. The FMC will **not** be responsible for the first $5,000 in this case. GSD reserves the right to have these types of services performed by other sources.

3.3.11.2.4 In cases were equipment, or system, are beyond their useful life, the County will reimburse the FMC for the replacement costs, provided the FMC was not negligent in upkeep of the equipment or system in question as evidenced by the Preventive Maintenance schedule and CMMS documentation.

3.3.11.2.5 In all such cases, the County, and FMC, must have agreed to the procedure and costs prior to the work being carried out.

3.3.11.2.6 These charges as agreed must be billed, in detail, indicating the material and labor cost separately. In the event subcontractors are utilized for these repairs, FMC must obtain price quotes from three (3) separate vendors and must provide the County with the quotes. Fulton County reserves the right to make the final subcontractor selection.

3.3.11.2.7 Billing for all work under this contract section must not exceed fifteen (15) percent of the price quoted by selected subcontractor.

3.3.11.2.8 All replacement items must be identified, and listed, in a separate section entitled “beyond useful life equipment or systems replacement report”. For future referral and/or reference, an appropriate reference must also be reflected within the computerized based maintenance management system. (CMMS)

3.3.11.3 Labor - is the manpower required, and associated costs, covered under the comprehensive maintenance services contract between the FMC and Fulton County**.** This is to include, but is not limited to, the manpower required for preventive and predictive work. This is also to

include the process needed to provide the recording, record keeping, and reporting process of this task.

3.3.11.4 Plant Operation: The process of carrying out the necessary procedures, including manual control, attendance, and supervision, to affect the performance of the designed function of the facility and equipment. This is also to include the process needed to provide the recording, record keeping, and reporting process of this task.

3.3.11.5 Requisitioned Services: Other non-designated maintenance services that may be required for plant operations, including the renovation, alteration, or building modification, authorized in writing by the county, before the work begins.

OPERATIONAL REQUIREMENTS: PARAMETERS FOR OPERATION

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

3.3.11.6 Temperatures will be maintained to maximize customer satisfaction. Specific operational parameters will be determined by GSD's Indoor Space Temperature Policy. These set points are required to be maintained and recorded by FMC.

3.3.11.7 Outside air will be used to the maximum extent possible during moderate seasons based on outside temperature and humidity conditions.

3.3.11.8 During working hours in periods of both heating and cooling, the FMC must provide ventilation in accordance with ASHRAE Standard 62, "Ventilation for acceptable Indoor Air quality" where physically practical. Where not physically practical, provide maximum allowable ventilation and pursue opportunities to increase ventilation to current standards of ASHRAE.

3.3.11.9 Domestic hot water will be provided at 105 degrees F at point of use.

3.3.11.10 Lighting system shall be maintained to achieve the following minimum levels during occupancy:

(a) Public areas within the building – 10 foot-candles
(b) Normal workstations – 50 foot-candles

(c) Reading areas – 100 foot-candles
(d) General work areas – 50 foot-candles
(e) Court rooms – 200 foot-candles
(f) Storage areas – 10 foot-candles

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

3.3.11.11 While re-lamping, FMC will replace existing fluorescent tubes, compact fluorescent lamps and ballasts with lights and ballasts of like wattage and design. Maximum wattage of fluorescent lamps shall not be more than 32 watts. Re-lamping shall also consist of cleaning the interior of the affected light fixture including the light cover.

3.3.11.12 FMC must dispose of damaged fluorescent lamps and ballasts in accordance with EPA regulations for the disposal of environmentally hazardous materials.

3.3.11.13 All electric motors considered for replacement shall meet NEMA MG specification and shall satisfy NEMA MG -10 and NEMA MG -11 efficiency ratings.

3.3.11.14 Ventilators shall be adequately filtered during hours of occupancy to assure a safe and healthy environment.

3.3.11.15 Running tests of any equipment shall be performed only if:

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

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

3.3.11.17 Maintenance and Operation activities are further governed by the conditions given in the applicable EPA/ASHRAE/NFPA publications. A list of applicable publications is given as **Exhibit – 6.**

3.3.12 PREVENTIVE MAINTENANCE REQUIREMENTS

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

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

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

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

3.3.12.3 <u>Chillers</u>

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

3.3.12.3.1 Annual maintenance of chillers must be undertaken by a FMC/agency authorized carry out such work by the manufacturers. The FMC may perform the annual maintenance of the chillers if the personnel on their staff have at least five (5) years of experience in overhauling chillers, with documented training on the chillers installed on the specific site.

3.3.12.3.2 Annual maintenance of chillers will include opening the vessel, cleaning the tubes, testing the oil and refrigerant, checking and megging the motors, calibrating protective relays and reporting the results. Eddy current and vibration tests are

required every two years.

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

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

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

3.3.12.5 Cooling Towers

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

3.3.12.5.1 The HEPA filters shall be inspected every month. The pre-filters shall be replaced every three months. HEP filters shall be replaced every six months.

3.3.12.6 Boiler/Water Heater/Furnace

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

3.3.12.7 Walk-in Coolers/Freezers

Performed once in every three (3) months and must include all tasks per manufacturer recommendations/GSD task sheets.

3.3.12.8 Generators

All stand-by generators are required to be tested for operational readiness once per week. The tests shall be done in conjunction with UPS where installed. Generators and UPS systems, where installed,

must, further, be checked once in every six (6) months. The checks must include condition of belts, cooling system, lubricating system and control system and other maintenance activities followed in the industry. The maintenance must include all tasks recommended by the manufacturer and described in GSD task sheets.

3.3.12.8.1 FMC shall also be responsible for maintaining/ensuring compliance with all EPA and GA Dept. of Natural Resources regulations pertaining to Underground Storage Tanks.

3.3.12.9 Fire System: Alarm, Sprinklers and Extinguishers

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

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

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

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

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

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

3.3.12.10 Roof

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

3.3.12.10.1 During the fall the lower level facilities will require additional cleaning.

3.3.12.10.2 FMC shall not install any component, roof top equipment or make any roof penetration without the written consent of the CA.

3.3.12.10.3 Any repair on the roof of building at 901 Rice Street (Fulton County Jail) must be performed only by a contractor certified by Firestone.

3.3.12.11 Grease Traps

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

3.3.12.12 Kitchen hoods

Kitchen hoods must be cleaned once every three (3) months. Fire extinguishers and fire control system associated with the kitchen hood must be tested and certified once in every year as specified in Section 3.3.12.9

3.3.12.13 'Muffin Monster' sewage grinders shall be inspected and serviced annually.

3.3.12.14 Manholes must be cleaned and pumped four (4) times in a year. All observations must be documented and forwarded to the CA.

3.3.12.15 Building and Life Safety and Security Systems

Inspect, test, maintain and repair building and life safety systems impacting personnel and physical safety to the level mandated by State and County laws. Such systems include elevators and escalators, switchgear, pressure vessels, boilers and fire control

systems. FMC shall only employ qualified and licensed personnel for such work. Report of all such inspections shall be submitted to the GSD within thirty (30) days of completion of the tests.

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

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

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

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

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

3.3.13 WATER TREATMENT

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

3.3.13.1 FMC must submit a detailed plan that includes the procedures and frequencies for water testing and treatment, within fifteen (15) days of award of Notice to Proceed.

3.3.13.2 The FMC must have the water tested once every month by a qualified chemist. The chemist's report shall be available for GSD verification

and include the details of required corrective action taken, if warranted.

3.3.13.3 Cooling towers and condensate pans must be treated with suitable

algaecides to prevent bacterial infection and growth

3.3.13.4 FMC will document action taken through the CMMS.

3.3.14 ARCHITECTURAL AND STRUCTURAL MAINTENANCE AND REPAIR WORK

3.3.14.1 The FMC is responsible for accomplishing all repair work for which the cost of labor, equipment, parts and materials is expected to be $5,000.00 or less. This dollar threshold applies to each individual repair job or replacement that may be required.

3.3.14.2 Any repair work where the estimated cost of labor, equipment, parts and materials is expected to be more than $ 5,000 but less than $ 10,000, might be accomplished by the FMC. GSD reserves the right to have these types of services performed by outside sources. The FMC will remain responsible for the first $ 5,000.

3.3.14.3 The FMC must be prepared to perform any repair/replacement where the cost of labor, equipment, parts and materials is expected to exceed $ 10,000. The FMC will **not** be responsible for the first $ 5,000 in this case. GSD reserves the right to have these types of services performed by other sources.

3.3.14.4 Except in emergency situations, the FMC shall commence the work only after obtaining written GSD approval.

3.3.14.5 FMC shall provide all labor, equipment and materials necessary to perform all architectural and structural maintenance and repairs to the interior and exterior of the facility including, but not limited to:

(a) Exterior walls
(b) Roof, flashings and skylights
(c) Chimneys, ventilators and other roof penetrations
(d) Gutters, downspouts, splash blocks and overhangs
(e) Windows and doors including overhead doors
(f) Patios, interior and exterior stairways.
(g) Interior and exterior walls including baseboards
(h) Floor coverings including vinyl tile and concrete floors
(i) Hardwood flooring, carpeting (excluding carpet cleaning), ceramic tile, ceilings, Venetian blinds and shades
(j) Toilet fixtures and piping

(k) Locksmith services including security locking system
(l) Fencing, all, including razor wire fencing.

3.3.14.6 Major roof repair or replacement is NOT a part of this contract. However the FMC must be prepared to carry out inspections and minor repairs on the roof when called for.

3.3.14.7 FMC shall perform touch-up painting to the interior and exterior of the facility as required in the accomplishment of maintenance and repair work.

3.3.14.8 FMC shall maintain power doors, such as garage and loading ramp door, revolving doors, sliding or swinging doors and adjustable loading ramps in a safe and usable condition.

3.3.14.9 FMC shall assist building occupants in obtaining access to office space if locked out. Access shall be given to building occupants only after securing approval from GSD.

3.3.14.10 FMC must furnish lock smith services for routine installation and removal of lock sets and tumblers, duplication of keys, repair of defective lock sets, opening doors, lockers and safes in the event of lost keys and changing of combination of all existing locks.

3.3.14.10.1 Re-keying, duplication of keys and similar activities that affect the security of the facilities must be done in consultation with the CA only.

3.3.15 CARPETS

FMC shall be responsible for carpet repair in the administrative blocks covered by this contract. Replacement of carpet is not a part of this contract. However, FMC must be prepared to replace the carpet, if required by the tenant and

approved by GSD/Sheriff Department. FMC will be compensated for carpet replacement approved by GSD in advance.

3.3.15.1 FMC will be responsible for minor carpet repairs. Minor carpet repair is defined as contiguous four (4) square yards. The repair must be performed in accordance with industry standards.

3.3.15.2 FMC shall supply all material, tools and equipment required for all repairs.

3.3.16 APPLIANCE REPAIR

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

3.3.16.1 FMC shall repair appliances having county ID including those used in the kitchen.

3.3.16.2 FMC, however, shall not be responsible for repairing any privately owned appliance used in the facility.

3.3.17 ELEVATORS

Elevator maintenance and repair is included in the scope of this contract. The FMC shall be responsible for carrying out the following routine operations and shall satisfy the reporting requirements.

3.3.17.1 Elevators shall be inspected, tested and maintained as specified in **Exhibit – 5**

3.3.17.2 FMC must verify each morning that all elevators and lifts are operating satisfactorily.

3.3.17.3 FMC must develop a process, in consultation with the CA, for responding to situation arising from elevator entrapment.

3.3.17.4 FMC will maintain a verifiable log of all such problems including details of follow up action taken by them.

3.3.18 EXISTING DEFICIENCY REPORT

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

3.3.18.1 Following the issuance of the Notice to Proceed and before the FMC commences work in the facility, FMC and GSD will conduct a joint walk through in the facility to determine all pre-existing deficiencies. This walk through will be conducted within the first fifteen (15) days of contract start-up.

3.3.18.2 A report will be prepared in duplicate and signed jointly by each representative, after the walk through. The report shall list defect on

3.3.18.3 each equipment/system, including structural failures, if any observed during the walk through.

3.3.18.4 The report will not include any items that will be replaced in normal course of time, like belts, bearings etc.

3.3.18.5 FMC shall submit a report to GSD along with a listing of repairs required for correcting the defects within fifteen (15) days of completion of walk through.

3.3.18.7 FMC must attach an estimate for repair work. GSD may review the report on a case-to-case basis. GSD reserves the right to reject the estimates.

3.3.18.8 GSD may elect to have the FMC do the repair or have another agency perform the repair.

3.3.18.9 When a deficiency is corrected, the FMC will assume responsibility for any subsequent repairs to the system and such repairs will be governed by conditions in Section 3.3.11.2.

3.3.18.10 Any and all deficiencies found after the initial walk through will not be considered as pre-existing and therefore, repair shall be the responsibility of FMC and such repair shall be completed under terms and conditions shown on Section 3.3.11.2

3.3.19 REFRIGERANT RECORDS

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

3.3.19.1 Refrigerant Inventory and usage log: This will be a log for each type of refrigerant on-hand in each building, except refrigerant contained in the Chillers and other HVAC units

3.3.19.2 Refrigerant Oil inventory and usage log.

3.3.19.3 Individual equipment consumption log. This log will be updated each time a refrigerant containing unit is serviced or planned maintenance is performed.

3.3.19.4 The FMC is responsible to respond to any refrigerant leakage situation and will recover the refrigerant and clean up the

environment as mandated by relevant EPA regulations.

3.3.19.5 GSD recommends use of a standard refrigerant management software for maintaining transactions in a form acceptable to EPA

3.3.20 CONTRACT CLOSE OUT INSPECTION

The FMC must provide a detailed close out plan 120 calendar days prior to the final date of contract. This plan shall include a transition plan and a document verifying the transfer of all tools, keys and documents provided to the FMC by GSD.

3.3.20.1 On a mutually agreed upon date, but not less than sixty (60) days prior to the contract termination date, the FMC and GSD shall make a complete and systematic inspection of the facility to include all work covered by this contract.

3.3.20.2 Based on the inspection, the FMC will submit a close out deficiency listing.

3.3.20.3 The FMC must repair the defects observed during the inspection to the full satisfaction of GSD before the expiration of the contract.

3.3.20.4 If the FMC fails to repair the defects before the expiration of the contract, suitable deductions will be made from the FMC's invoices. Such deductions will not exceed the cost of carrying out the repairs by GSD or agencies employed by GSD.

3.3.21 REPORTING REQUIREMENTS

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

3.3.21.1 Quality Control Inspection reports: Quality Control Inspection reports of all specified operation, maintenance and repair services shall be submitted as required in the Quality Control Plan (QCP) approved by the CA (See Section 3.3.22)

3.3.21.2 Report on maintenance of Fire Alarm System and Fire Control System

(Sprinklers) and Fire Extinguishers- Annually for fire alarm system and quarterly for fire control system.

3.3.21.3 Water Treatment and Water Analysis report. (Submit Monthly).

3.3.21.4 Refrigerant Record keeping report. Provide a quarterly report on all CFC/HCFC refrigerant consumption, removal and losses.

3.3.21.5 Employee sign in/sign out report. See section 3.3.5.7.

3.3.21.6 Equipment Addition/Deletion report. The FMC is responsible for reporting any addition and / or deletion of equipment within fifteen (15) days from the date of such change/s.

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

3.3.21.8 Repairs resulting from Vandalism, Control and Reporting
Vandalism is defined as physical damage to facility, grounds, building systems or building systems' components caused by actions of inmates and or staff with careless abandon for property and/or intentional destructive action by the same causing a repair service labor and material costs of $500 or more per incident. Note response activity and management cost for service orders identified as caused by vandalism are considered as FMC Contract requirements and are not reimbursable.

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

3.3.21.8.2 A monthly vandalism report shall incorporate:

- documentation of each current incident for the respective month;
- a listing year to date of all service orders coded as 'vandalism';

- year-to-date list to include labor hours / labor cost /
- material cost / and individual incident total cost and year to date cost;
- recommendation for corrective measures to reduce re-occurrence;

3.3.21.8.3 Note: incidents of vandalism with associated cost below $ 500 will repaired by the FMC as a standard repair, yet will be written and documented as an incident of vandalism. Associated cost will be documented to this service order.

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

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

3.3.21.8.6 Payment for vandalized building systems and system components requires investigation, documentation, authorization and CMMS reporting. The FMC shall include in the RFP proposal lump sum pricing a contingency fund in the amount of $ 4,000 per month for a lump sum total of $48,000 per year. Separate FMC invoices would be drawn against this account on a monthly basis itemizing the approved repair services with attached documentation detailing scope of services, materials and cost of materials, listed labor and labor cost, and copy of approved vandalism repair authorization.

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

Report	When Due
▪ Security & Alarm Outages	Immediately to the CA
▪ Equipment opening or dismantling	Prior to Start as concurred in or as directed by the CA
▪ Planned Utility & Security System outage	72 Hours in Advance of Outages
▪ “As built” Alteration Drawings	Upon Completion of Work
▪ Welding	As Required
▪ Service Call Log	As Rquired

▪ Major Equipment/Systems Not Operational	Daily before 8 AM, to CA
▪ Complete Inspection Records of Work Performed	As Required in the QCP
▪ Switchgear Load Test Results	Immediately after conclusion
▪ Fire Protection Systems (Fire Alarm Systems, Water-Based Systems, and other Systems	Daily, weekly and monthly activities should be filled out on appropriate forms and submitted as a group once per Month. Quarterly, semi-annually, annually, bi-annually and year activities shall be submitted with all other forms on the month the activity is complete. Maintain a copy of all reports on-site for at least 2 years from the date of the inspection or test.
▪ Chiller Refrigerant Air Monitor	Quarterly or as per manufacturer's instruction, submit documentation of zeroing and spanning of the chiller air monitor instrument (Freon detector)
▪ Chiller: Annual Systems Check	Annually document system check of Freon detector, ventilation and alarm system to ensure system works as a unit.
▪ Phase Out Plan	90 days prior to the expiration of the contract or any option periods
▪ Contract Closeout Inspection	60 days prior to contract expiration date a systematic inspection of all architectural and structural, mechanical, electrical, fire protection systems (fire alarm water-based fir protection, and other systems) and utility systems and any item or equipment in the building(s) covered by the contract
▪ Completion of Contract	30 days prior to completion of the contract, a jointly prepared (Contractor and Government) inventory of equipment

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

3.3.22 QUALITY CONTROL PLAN (QCP)

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

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

3.3.22.1 An inspection system that is tailored to the buildings covered in this contract and which covers all services specified therein.

3.3.22.2 Number of personnel that will be assigned for such inspections.

3.3.22.3 A check list for use during the scheduled and unscheduled inspections.

3.3.22.4 A local file of all inspections conducted by the Contractor or their employees, including corrective actions taken.

3.3.22.5 A system to ensure that the Contractor's employees are trained to carry out inspection, identification of problems and remediation.

3.3.22.6 Copy of inspection reports must be made available to the CA upon completion of the inspection

3.3.22.7 Failure to submit a QCP to the CA within the specified time will result in with holding all the monies due to the Contractor till such time the plan is received, reviewed and approved by the CA

3.3.23 QUALITY CONTROL INSPECTION AND IMPLEMENTATION (QCI)

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

3.3.23.1 Monthly inspection by on-site Engineers or CA approved dedicated Quality Control Inspector.

3.3.23.2 Quarterly Inspection by qualified Corporate/Regional personnel, not performing on-site services on this contract. An approved sub-contractor may substitute for this function

3.3.23.3 Failure to accomplish and/or document QCI at the frequencies approved or failure to identify deficiencies before the level of performance becomes unacceptable to the CA will result in deductions being assessed on the monies due.

3.3.24 MINIMUM PERFORMANCE REQUIREMENTS

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

will be held with the Contractor and GSD to discuss and set these performance requirements.

Listed below are typical service contract requirements for performance evaluation.

Function	Minimum performance requirement
Power	Not more than one (1) internal power outage of duration no more than one (1) hour in any section reported in a calendar month
Stand-by Generator	Not more than one (1) instance of stand-by generator failing to crank up during a power outage.
Stand-by Generator	Not more than two (2) instances of stand-by generator failing a self test in two (2) calendar months period.
Plumbing	Not more than two (2) faucets, leaking more than two (2) days reporting in a period of two (2) weeks.
Plumbing	Not more than three (3) clogged drains or toilets for duration of three (3) hours or more reported in a period of one (1) calendar month
Water heaters	Supply water temperature is not less than 80 degrees F, any time during a three (3) calendar month period
Life safety and hazardous material	No citation received from any authorized authority having jurisdiction in the matter of fire safety including kitchen exhaust, boilers and pressure vessels, grease trap and back flow prevention devices.
Ceiling tiles	Not more than two (2) missing or stained ceiling tiles reported in a period of consecutive three (3) calendar months period
Service Calls	Not more than one (1) instance reported of Contractor not responding to emergency service calls within 120 minutes, in a review period of three (3) months.
Service re-calls	Not more than one (1) instance of service re-call to attend the same problem in a review period of one (1) month

3.3.25 CONTRACT PERFORMANCE EVALUATION

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

3.3.25.1 The Contract Administrator or other authorized person in General Services Department will grade the contract performance each month.

3.3.25.2 FMC will be given a copy of the monthly and quarterly evaluations and

is required to acknowledge the receipt of the evaluation.

3.3.25.3 FMC can provide remarks or note corrective actions taken on the evaluation sheet.

3.3.25.4 Any dispute resulting from the evaluation will be resolved by the Assistant Director of Building Maintenance.

3.3.25.5 The decision of the Assistant Director of Building Maintenance will be final and binding on both the parties.

3.3.25.6 During the life of the contract, FMC performance will be evaluated and documented by means of written inspections, minutes of meetings, GSD/Customer surveys and records which will be retained as part of the official contract file. The performance evaluation will be based on the following:

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

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

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

3.3.25.7 Inspections

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

3.3.25.8 Performance Evaluation Meetings

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

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

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

3.3.25.11 GSD/FMC/ Jail Bureau Meetings These meetings will be held between GSD, the FMC and the Jail Bureau representatives at least once in a month during the first three months of contract and not less than once in three (3) months thereafter.

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

3.3.25.13 The CA will establish points of contact with Jail Bureau to assist in monitoring FMC service delivery.

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

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

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

3.3.25.17 GSD will make deduction from the FMC's invoices monies proportional to the non performing labor hours where the FMC has

failed to meet the quality expectations.

3.3.26 DEDUCTION FROM INVOICES

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

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

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

3.3.26.1.3 The FMC will have the right to offer their comments about the deductions to the Assistant Director of Building Maintenance.

3.3.26.1.4 Any dispute arising out of the assessment of non-performing labor as mentioned above will be left for the arbitration of the Assistant Director of Building Maintenance.

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

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

3.3.26.2.1 Incurred labor costs including all payroll additives;
3.3.26.2.2 Incurred net delivered material costs;
3.3.26.2.3 Incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action;
3.3.26.2.4 Equipment and tool rentals at prevailing rates in the Jobsite area; and
3.3.26.2.5 A factor of thirty-five percent (35%) applied to the total of Items 1 through 4 for overhead, supervision and administrative costs.
3.3.26.2.6 Contractor's Concurrence. The back charge notice will request Contractor's concurrence for Project Manager/County Representative to proceed with the required work. However, failure of Contractor to grant such concurrence shall not impair County's right to proceed with

work under this or any other provision of this Contract.

3.3.26.2.7 Backcharge not a Release. Project Manager/County Representative shall separately invoice or deduct from

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

3.3.27 INVOICES

Invoices shall be submitted to the Contract Administrator at the following address:

General Services Department
Joseph N. Davis, Building Operations Manager
901 Rice Street
Atlanta GA 30318

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

3.3.27 PAYMENT

Contract payments will be made based on the invoice submitted by the FMC on a monthly basis. Payments shall be subject to the following conditions. Upon determination of satisfactory performance, one (1) payment will be made monthly. GSD shall make withholdings from the payment(s) as dictated by the Performance Evaluation for each quarter. Deductions will be made from any current invoice based on the determination of the CA under performance evaluation as described in section 3.3.2.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

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

Section 1 - Executive Summary

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.

Maintenance Program Management Plan/Approach of Work

1. The Proposer should concisely describe their understanding of the goals and objectives to be accomplished under this maintenance program.
2. Address the implementation plan of action for the facility assessments at the beginning and end of the contract.
3. Provide an implementation plan for contract start-up services.

4. Give a list of all temporary personnel required on site for start-up services and assessment.
5. Provide a proposed schedule for start-up services including building assessments.

Submit a plan of action for Quality Control Plan

1. List the individuals and describe the responsibilities of these individuals involved in the quality control process.
2. Identify those who will perform the inspections with the County and the frequency of the inspections.
3. Provide a formal outline description for the plan.
4. Include a Quality Assurance Plan outline and description to be used in performing this Contract.

Submit a Safety and Health Program Plan

1. The safety and health program must be in compliance with all applicable OSHA Standards as well as ACA and other associations certifying similar detention facilities.

2. Identify the staff member trained in safety who will implement and manage this program.

Submit a preliminary Preventive and Predictive Maintenance Program Plan for comprehensive contract services

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

Submit a proposed Operations and Maintenance program work plan

1. Address all performance requirements for all building systems operation and maintenance.
2. Submit equipment listing and 'tour' schedule for when and where readings are to be taken for associated equipment.
3. Submit 'watch' schedule and associated equipment included for

   performance watch. Identify personnel and their required qualifications to perform 'watch'.
4. Propose procedure for operations for start-up and shut down for critical systems. –(i.e. chillers, boilers, generators, propane blending system, fire pump)
5. Propose procedure for coordinating information and activities between shift changes.
6. Submit plan of action to monitor critical building systems and equipment. –(i.e. high voltage switch gear, chillers, towers, boilers, pumps, fire alarm system, elevator system, fire protection system, LP gas system, locking control systems, CCTV system)
7. Submit plan for procedures in responding to emergencies during weekdays, weekends, holidays, during respective shifts.
8. Submit a proposed typical staffing plan and work schedule for three shifts during weekdays, weekends, and holidays.
9. Provide a listing of proposed equipment, supplies, tools and materials necessary to perform contract services.

Submit a subcontracting plan

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

Customer Service Plan and CMMS Programming Implementation Plan

1. Submit an implementation plan for Customer Service Including staffing positions, hours of operation, process for service calls, documentation of tasking orders, addressing daily concerns and complaints, addressing day to day operations and reporting documents.

2. Describe the system and outline the plan of action to receive, record, respond to, and track all service calls including trouble calls and other operational problems. Include in this plan a description of action to resolve trouble calls and County follow-up.
3. Describe the process that is proposed for implementing tasking orders – (preventive task –(Routine Work Plan) / predictive task / service and repair orders).
4. Describe what actions will be taken or what program plan will be set in place to maximize positive customer interaction.
5. Submit proposed start-up services tasking and schedule for CMMS programming.
6. Submit plan of action for assuring accuracy in and quality control data collection for documentation of tasking, scheduling of tasks, inventory control, cost control, and corresponding reports within the full capability of the CMMS operations.
7. Submit plan of action for providing training of County personnel on CMMS program.
8. Submit plan of action for proposed upgrade of current CMMS hardware, software and licensing.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Facility Manager, Chief Engineer, and CMMS Administrator.

2. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:

    - Name and Title
    - Professional Background
    - Current and Past Relevant Experience
    - Relevant Training
    - Courses completed during past five (5) years
    - Previous Work Experience related to correctional facilities
    - Include two (2) references for each key personnel member on similar projects.
    - Include the role and responsibilities that each key personnel member will perform on this project.

3. Provide an organizational profile including:

- An organizational chart illustrating all full-time personnel – name, title, and function (both on site and off site);
- Full resumes of the Facility Maintenance Manager, Chief Engineer, HVAC Mechanics, Electronics Technicians and Plumbers
- A plan listing all proposed permanent positions including names, title, qualifications, certifications, tasking, roles, level authority and responsibility for all on site staff and trades;
- List of personnel licenses, certifications and qualifications for each position including management and craft;
- Proposed daily position manpower charts showing on-site positions on the three shifts for weekday, weekend and holiday schedules;
- Proposed typical 'Weekly Labor Allocation Report'
- Specific listing of proposed customer service personnel and CMMS programming and implementation personnel and their specific qualifications and experience.
- Provide the qualifications and certifications for the Facility Maintenance Manager, HVAC Technician, Plumber, Building Mechanic, and any additional key personnel such as on-site customer service representatives.
- Provide a list of part-time employees that will be on site. This will include contract start-up services. Address their scope of services to be rendered for start-up, assessments and reporting.

Section 4 – Relevant Project Experience

In accordance with the minimum qualifications in section 1.2 of this RFP, identify three (3) projects where the Proposer has performed comprehensive operations and maintenance in a facility of similar size and type as that of the Fulton County Jail. Limit your response to one (1) page per project; please provide the following information for each project:

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

Section 5 – Proposer Financial Information

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

(1) Provide audited financial statements 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 audited financial statement.
(3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
(4) Identify any evidence of access to a line or letter of credit.

Section 6 - Availability of Key Personnel

(1) Percentage of time key personnel will spend on this project
(2) Current workload of key personnel

Section 7- Local Preference

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of ten (10) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference

points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

   The following supporting documentation must be provided:

   - Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
   - Copy of a lease or rental agreement, or;
   - Proof of ownership interest in a location within the geographical boundaries of Fulton County.

2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

   The following supporting documentation must be provided:

   - Provide the residential address of the business owner(s).

3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

   The following supporting documentation must be provided:

   - Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

Section 8 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

Section 9 – Cost

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

<u>Lowest cost submitted</u>

Each successive cost X Points allocated for cost in RFP = Cost proposal score

3.5 COST PROPOSAL FORMAT AND CONTENT

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

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

See Exhibit 2 - for Cost Proposal Forms

Proposal Form A. – The Proposer shall include all cost for comprehensive operation and maintenance for the Jail Complex.

Proposal Form B. – Labor Cost: Normal Hours Rate and After Hours Rate. The cost of labor for contingency service covered is item A3.

EXHIBIT 2

COST PROPOSAL FORM A

A. The Proposer shall include all cost for comprehensive operation and maintenance for the Jail Complex.

No	Description of cost	2011	Option Years			
			Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015
1	Total monthly cost of operation and maintenance of all buildings and grounds in Attachment -1 as per the scope of work in this document. (This fee is a prorated portion of the proposed contract cost for the year)	$_____	$_____	$_____	$_____	$_____
2	Total yearly contract cost proposed for comprehensive operation and maintenance services for all buildings and grounds in Attachment -1 as per the scope of work in this document for the year – January through December	$_____	$_____	$_____	$_____	$_____
3	Total contingency available as an allowance to cover work projects and repair services over and above Contract scope of work.	$ 1,350,000	$ 1,390,500	$ 1,432,215	$ 1,475,180	$ 1,519,440
4	**Potential Contract cost for year. Total lump sum cost proposed plus contingency allowance for any County approved work projects and repair services.**					

EXHIBIT 2

COST PROPOSAL FORM B

B. LABOR COSTS: NORMAL HOURS RATE AND AFTER HOURS RATE

	2011		2012		2013		2014		2015	
Cost of labor for requisitioned services List all trade crafts below	**Normal Hrs Rate**	**Over Time Rate**	**Normal Hrs Rate**	**Over Time Rate**	**Normal Hrs Rate**	**Over Time Rate**	**Normal Hrs Rate**	**Over Time Rate**	**Normal Hrs Rate**	**Over Time Rate**
(1) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(2) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(3) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(4) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(5) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(6) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(7) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(8) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(9) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(10) _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____

SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION CRITERIA

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

Evaluation Criteria	Weight
Project Plan	30%
Qualifications of Key Personnel	20%
Relevant Project Experience	10%
Financial Responsibility	5%
Availability of Key Personnel	5%
Past performance on previous contracts	5%
Disclosure Form and Questionnaire	5%
Local Preference	10%
Cost Proposal	10%

SECTION 5
PROPOSAL FORMS

5.1 INTRODUCTION

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

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Security and Immigration Contractor Affidavit/Agreement

Form F - Georgia Security and Immigration Subcontractor Affidavit

Form G – Professional License

Form H – Local Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

5.2.1 Certification Regarding Debarment

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

5.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

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

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

5.2.5 Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

5.2.6 Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

5.2.7 Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed must provide a copy of their license for the work they will perform on this project.

5.2.8 Local Preference Affidavit of Bidder/Offer

Proposer shall complete and submit Form H, which certifies that the Proposer is eligible to receive local preference points.

FORM A: CERTIFICATION REGARDING DEBARMENT

(1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

(2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

(1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

(2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

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

(a) ***Authority to suspend.***

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

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

1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

3) Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;

4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

    a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;

    b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;

    c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or

    d. Falsification of any documents.

i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

ii. 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 _____, 2011

_____

(Legal Name of Proponent) (Date)

_____

(Signature of Authorized Representative) (Date)

_____

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

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

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

_____
(COMPANY NAME)

_____
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

_____
(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 C: **CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS**

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

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

(Affix Corporate Seal)

FORM D: OFFEROR'S 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 project 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 or 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 ever 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 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 or\f 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 _____, 2011

_____
(Legal Name of Proponent) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2011

_____
(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

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. The affidavit should be executed by Contractors with 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: 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 _____, 2011.

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 F: 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 F: 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 _____, 20__.

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 PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

Form H: **Local Preference AFFIDAVIT OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-358(f), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

_____
(FULTON COUNTY BUSINESS ADDRESS)

_____
(OFFICIAL TITLE OF AFFIANT)

_____
(NAME OF AFFIANT)

_____
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 2011.

Notary Public: _____

County: _____

Commission Expires: _____

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.
- Exhibit H – First Source Jobs Program Information, Form 1

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

- Exhibit G – Prime Contractor's Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

All Contract Compliance documents (Exhibits A – H 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 owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

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

FIRM'S NAME:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

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

Submitted by: _____ Date Completed:_____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer:_____

ITB/RFP Number:_____

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

_____

_____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is_____is not____a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):
   _____
   _____

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

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

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

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

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

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

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

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

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

Total Dollar Value of Subcontractor Agreements: ($)

Total Percentage Value: (%)

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

Signature:_____**Title**:_____

Firm or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

EXHIBIT D

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

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

To:_____
(Name of Prime Contractor Firm)

From:_____
(Name of Subcontractor Firm)

ITB/RFP Number:_____

Project Name:_____

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

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

_____ _____
(Prime Bidder) **(Subcontractor)**

Signature_____ **Signature**_____

Title_____ **Title**_____

Date_____ **Date**_____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

_____
(Description of Work)

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

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;

2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;

3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature:_____

Firm:_____

Address:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No._____

Project Name_____

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

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

1. Firms:

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

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

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

NAME OF JOINT VENTURE (If applicable):_____

ADDRESS:_____

_____

PRINCIPAL OFFICE:_____

OFFICE PHONE:_____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.

2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?

3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.

4. Describe the estimated contract cash flow for each joint venturer.

5. To what extent and by whom will the on-site work be supervised?

6. To what extent and by whom will the administrative office be supervised?

7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?

8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?

9. Describe the experience and business qualifications of each joint venturer.

10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing:_____

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

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

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

Name	Race	Sex	Financial Decisions	Supervision Field Operation
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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.

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

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

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____ _____
(Signature) ***(Printed Name)***

Nortary: _____ **Date:** _____

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of $200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.

2. The contractor shall provide the applicable details of every entry level job in writing within the required form.

3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

SECTION 7

Insurance and Risk Management Provisions
Comprehensive Operation and Preventive/Predictive Maintenance Services

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

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

To include Designated Per Project/Location Endorsement #CG2503/CG2504

Products\Completed Operations	Aggregate Limit	-	$2,000,000
Personal and Advertising Injury	Limits	-	$1,000,000
Fire Damage	Limits	-	$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
   Combined Single Limits Each Occurrence - $1,000,000
   (Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY**
   (In excess of Auto GL and Employers Liability) Each Occurrence - $2,000,000

5. **CONTRACTOR'S POLLUTION LIABILITY** Each Occurrence - $1,000,000
   Or by endorsement to General Liability Policy for sudden and accidental
   If Pollution provided by General Liability Endorsement and sudden and accidental, Completed Operations would not be a requirement.

   (To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period.

Certificates:

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, Its Employees, Servants and Agents 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 Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional 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 Contractor. 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), 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 shall be sent to:

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

Important:

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

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

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

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

COMPANY:_____SIGNATURE:_____

NAME:_____TITLE:_____DATE:_____

SECTION 8
PROPOSAL BOND

PROPOSAL BOND

The Public Works Construction Law, 36-91-50(a), requires all Proposers to submit Bid Bonds for all public works construction contracts with estimated bids or proposals over $100,000.

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PROPOSAL BOND

#11RFP7XXXK-JD
Comprehensive Operation and Preventive and Predictive Maintenance Services for Fulton County Jail

FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____
_____
hereinafter called the PRINCIPAL, and _____
_____
hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government, in the penal sum of _____ Dollars and Cents ($_____) good and lawful money of the United States of America, to be paid upon demand of the Fulton County Government, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the Fulton County Government, for **#11RFPXXXK-JD Comprehensive Operation and Preventive and Predictive Maintenance Services for Fulton County Jail**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law;

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payment Bonds payable to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the Fulton County Government, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.Enclosed is a Bid Bond in the approved form, in the amount of

_____Dollars

($_____) being in the amount of five (5%) percent of the CONTRACT Sum. The money payable on this bond shall be paid to the Fulton County Government, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of 20__.

ATTEST:

_____
PRINCIPAL

_____ BY _____ (SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

_____
SECRETARY

(CORPORATE SEAL)

_____
SURETY

_____ BY_____
(SEAL)

SECTION 9
PAYMENT AND PERFORMANCE BOND

PAYMENT BOND

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Insert name of Contractor)

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

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

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

1. A "Claimant' shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

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

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services

to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

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

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

_____(SEAL)

(Principal)

By:_____

Attest:

_____

Secretary

_____(SEAL)

(Surety)

By:_____Attest:

_____

Secretary

_____

(Address of Surety's Home Office)

_____

(Resident Agent of Surety)

PERFORMANCE BOND

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Insert name of Contractor)

(hereinafter called the "Principal") and _____(hereinafter called the

(Insert name of Surety)

"Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of _____*[100% of Contract amount]*, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

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

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

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

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

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

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

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

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

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

_____(SEAL)

(Principal)

By:_____

Attest:

_____

Secretary

_____(SEAL)

(Surety)

By:_____

Attest:

_____

Secretary

_____

(Address of Surety's Home Office)

_____

(Resident Agent of Surety)

SECTION 10
SAMPLE CONTRACT
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*

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

Index of Articles

ARTICLE 1. CONTRACT DOCUMENTS
ARTICLE 2. SEVERABILITY
ARTICLE 3. DESCRIPTION OF PROJECT
ARTICLE 4. SCOPE OF SERVICES
ARTICLE 5. DELIVERABLES
ARTICLE 6. SERVICES PROVIDED BY COUNTY
ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
ARTICLE 8. SCHEDULE OF WORK
ARTICLE 9. CONTRACT TERM
ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
ARTICLE 11. PERSONNEL AND EQUIPMENT
ARTICLE 12. SUSPENSION OF WORK
ARTICLE 13. DISPUTES
ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
ARTICLE 16. WAIVER OF BREACH
ARTICLE 17. INDEPENDENT CONTRACTOR
ARTICLE 18. RESPONSIBILITY OF CONSULTANT
ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
ARTICLE 20. ACCURACY OF WORK
ARTICLE 21. REVIEW OF WORK
ARTICLE 22. INDEMNIFICATION
ARTICLE 23. CONFIDENTIALITY
ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
ARTICLE 26. INSURANCE
ARTICLE 27. PROHIBITED INTEREST
ARTICLE 28. SUBCONTRACTING
ARTICLE 29. ASSIGNABILITY
ARTICLE 30. ANTI-KICKBACK CLAUSE
ARTICLE 31. AUDITS AND INSPECTORS
ARTICLE 32. ACCOUNTING SYSTEM
ARTICLE 33. VERBAL AGREEMENT
ARTICLE 34. NOTICES
ARTICLE 35. JURISDICTION
ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
ARTICLE 37. FORCE MAJEURE
ARTICLE 38. OPEN RECORDS ACT
ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
ARTICLE 40. INVOICING AND PAYMENT
ARTICLE 41. NON-APPROPRIATION
ARTICLE 42. WAGE CLAUSE

CONTRACT AGREEMENT

Consultant: ***[Insert Consultant Name]***

Contract No.: ***[Insert Project Number and Title]***

Address: ***[Insert Consultant Address]***
City, State

Telephone: ***[Insert Consultant telephone #]***

Facsimile: ***[Insert Consultant Facsimile #]***

Contact: ***[Insert Consultant Contact Name]***
[Insert Consultant Contact Title

This Agreement made and entered into effective the _____ day of _____, 20 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as **"County"**, and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as **"Consultant".**

WITNESSETH

WHEREAS, County through its ***[Insert User Department Name]*** hereinafter referred to as the **"Department"**, desires to retain a qualified and experienced Consultant to perform ***[Insert project description/services to be provided***, hereinafter, referred to as the **"Project"**.

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

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

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

I. Form of Agreement;

II. Addenda;
III. Exhibit A: General Conditions;
IV. Exhibit B: Special Conditions [where applicable];
V. Exhibit C: Scope of Work
VI. Exhibit D: Project Deliverables;
VII. Exhibit E: Compensation;
VIII. Exhibit F: Office of Contract Compliance Forms;
IX. Exhibit G: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on ***[Insert Board of Commissioners approval date and item number].***

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT:**

County and Consultant agree the Project is to perform ***[Insert project description]***. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set

forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice

to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

[Insert contract term and any renewal options]

ARTICLE 10. **COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed ***[Insert amount approved by BOC]***, which is full payment for a complete scope of services.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this

Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County [insert user department name] designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision [insert user department name] of the designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

(1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

(2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

(3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

(4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

(5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

(6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

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

ARTICLE 16.**WAIVER OF BREACH**

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

ARTICLE 17. **INDEPENDENT CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans,

report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or

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

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to [insert user department name].

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

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

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the ***[Insert User Department Representative for project]***. All electronic files used in connection to this Agreement, which are by definition, any

custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the ***[Insert User Department Representative for project]*** , if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or ***[Insert User Department Representative for project]***. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or

indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

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

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

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

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

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

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

ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]
[Insert User Department Address
Atlanta, Georgia 30303
Telephone:
Facsimile:
Attention: ***[Insert User Department Representative for project]***
With a copy to:

Fulton County Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Facsimile: (404) 893-6273
Attention: Cecil Moore

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]
[Insert Consultant Address]
Telephone:
Facsimile:
Attention: ***[Insert Consultant Representative for project]***

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

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

ARTICLE 38. **OPEN RECORDS ACT**

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

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services

being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Consultant shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]
[Insert User Department Address]
Atlanta, Georgia 30303
Telephone:
Facsimile:
Attention: ***[Insert User Department Representative for project]***

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County an in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and

without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 42. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant 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.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name
Insert Department Head Title]

CONSULTANT:

[Insert Consultant COMPANY NAME]

[Insert Name & Title of person authorized to sign contract]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

EXHIBIT A

GENERAL CONDITIONS

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: “Fulton County Purchasing Department Request For Proposal (RFP) General Requirements”.

EXHIBIT B

SPECIAL CONDITIONS

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

EXHIBIT D

PROJECT DELIVERABLES

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

EXHIBIT E

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)

SECTION 11
EXHIBITS

Exhibit 1 – Required Proposal Submittal Check List for Request to Proposal

Exhibit 2 – Cost Proposal Forms

Exhibit 3 – Facilities Included in the Scope of RFP

Exhibit 4 – Equipment List

Exhibit 5 – Specifications for Inspection, Tests and Maintenance of Elevators and Escalators

Exhibit 6 – Publications

EXHIBIT 1

The following submittals shall be completed and submitted with each proposal *(see table below "Required Proposal 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 five (5) CD's as required in Section 3.1.2 of the RFP.

Item #	Required Proposal Submittal Check List	Check (√)
1	One (1) Proposal marked **"Original"**, five (5) CD's	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements *Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit*	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Proposal Bond (submitted in a separate sealed envelope)	
9	Executive Summary Project Plan Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Local Preference Disclosure Form and Questionnaire	
10	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal Requirements Form D: Disclosure Form & Questionnaire From G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror	
11	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor	

	Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2	
12	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
13	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
14	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (Non-applicable)	
15	Verify General Contractor's License and attach a copy of the print out for each Bidder/Proposer (Applicable)	
16	Verify Professional License and attach a copy of print out for each Bidder/Proposer (Applicable)	

EXHIBIT 2

COST PROPOSAL FORM A

A. The Proposer shall include all cost for comprehensive operation and maintenance for the Jail Complex.

No	Description of cost	2011	Option Years			
			Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015
1	Total monthly cost of operation and maintenance of all buildings and grounds in Attachment -1 as per the scope of work in this document. (This fee is a prorated portion of the proposed contract cost for the year)	$_____	$_____	$_____	$_____	$_____
2	Total yearly contract cost proposed for comprehensive operation and maintenance services for all buildings and grounds in Attachment -1 as per the scope of work in this document for the year – January through December	$_____	$_____	$_____	$_____	$_____
3	Total contingency available as an allowance to cover work projects and repair services over and above Contract scope of work.	$ 1,350,000	$ 1,390,500	$ 1,432,215	$ 1,475,180	$ 1,519,440
4	**Potential Contract cost for year. Total lump sum cost proposed plus contingency allowance for any County approved work projects and repair services.**					

EXHIBIT 2

COST PROPOSAL FORM B

B. LABOR COSTS: NORMAL HOURS RATE AND AFTER HOURS RATE

	2011		2012		2013		2014		2015	
Cost of labor for requisitioned services List all trade crafts below	**Normal Hrs Rate**	**Over Time Rate**	**Normal Hrs Rate**	**Over Time Rate**	**Normal Hrs Rate**	**Over Time Rate**	**Normal Hrs Rate**	**Over Time Rate**	**Normal Hrs Rate**	**Over Time Rate**
(1) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(2) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(3) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(4) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(5) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(6) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(7) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(8) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(9) _ _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____
(10) _ _ _ _ _ _ _	$____	$____	$____	$___	$____	$___	$____	$____	$____	$____

EXHIBIT 3

FACILITIES INCLUDED IN THE SCOPE OF RFP

No	Asset No	Name and address	Approximate Floor Area (Sq.Ft)
1	B504062	Fulton County Jail Complex, 901 Rice Street	554,000
2	B501012	Fulton County Jail Barracks and Office building, 1101 Jefferson Street	22,600
3	B501082	Fulton County Jail Hope Center, 1101 Jefferson Street	9,030
4	B501092	Fulton County Jail Isolation building, 1101 Jefferson Street	2,250
5	B501102	Fulton County Jail Laundry building, 1101, Jefferson Street	550
6	B504022	Fulton County Jail Metal Storage building, 1135 Jefferson Street	2,100
7	B501062	Fulton County Jail Storage building, 1101 Jefferson Street	480
8	B504012	Fulton County Jail Marietta Boulevard Annex, 781 Marietta Boulevard	15,400
9	B504072	Fulton County Jail Old Guard house, Front, 901 Rice Street	16
10	B504132	Fulton County Jail Guard House Rear, 1135 Jefferson Street	120

FACILITY GROUNDS

>(Landscape maintenance program is NOT INCLUDED in this Contract.)<

Listing of program items for operation and maintenance contract:

- fencing & razor wire
- electronic gates
- asphalt paving
- storm water piping and manholes
- sanitary piping and manholes
- security & area lighting

  >(fire hydrants included with Plumbing – Fire Protection)

BUILDING SYSTEMS

Listing of program items for operation and maintenance contract:

- ARCHITECTURAL
  Windows / overhead doors / walls / doors, frames & hardware / roof / exterior insulation finish system –(EIFS) /

- MECHANICAL
  Heating / ventilation / air conditioning / smoke exhaust / HVAC controls / pipe – valves – fittings / water pumps / water chillers / cooling towers / boilers / domestic hot water heat exchangers / back-flow preventers / liquid propane blending station /

- ELECTRICAL
  High voltage switchgear / breaker panels / breakers / transformers / lighting fixtures / switches & receptacles / UPS –(uninterrupted power source) / emergency generators & power transfer controls /

- ELECTRONIC
  CCTV / audio –paging & intercom / phone communications – (North-Star) / security locking controls –(electronic & mechanical) / keypad-locking control / fire alarm / smoke control / cable TV & video network / video teleconferencing

- PLUMBING
  Fire protection –(controls, sprinkler, fire pump, fire hydrants) / fixtures –(sinks, toilets, lavatories, floor & roof drains, showers, tubs, water fountains,) / pipe – valves – fittings / water flow controls / water temperature regulators & controls / toilet overflow prevention / muffin monsters / grease trap permits and pumping / sanitary & storm water manholes – cleaning & pumping

- ELEVATOR
  Certified service and inspection / fire alarm interface / daily maintenance /

- KITCHEN
  Certified equipment inspections / equipment service & maintenance for plumbing, electrical and appliances / hood fire protection system certification, inspection, service and maintenance / refrigeration for food storage unit coolers & freezers /

- LAUNDRY
  Washers/dryers/washer lint collection system/dryer lint collection

EXHIBIT 4

EQUIPMENT LIST
(see PDF file)

Jail Equipment.pdf

EXHIBIT 5

Specifications for
Inspection, Tests and Maintenance of Elevators and Escalators

GENERAL REQUIREMENTS FOR INSPECTION, TESTING AND MAINTENANCE OF ELEVATORS AND ESCALATORS ARE GIVEN BELOW. THESE REQUIREMENTS WILL BE APPLIED BASED ON WHAT TYPE OF EQUIPMENT ARE INSTALLED ON SITE

SECTION 1 - SCOPE OF PREVENTIVE MAINTENANCE

1.1 PROVISIONS AND EXCEPTIONS:

A. ELEVATORS, DUMBWAITERS, LIFTS:
This specification provides for complete maintenance coverage including examinations, cleaning, painting, lubrication, adjusting, parts replacement, repairs and testing on all parts of the elevator equipment including, but not limited to: machines, worms, gears, thrust bearings, drive sheaves, sheave bearings, brake pulleys, brakes, brake coils, linings, motors, motor generator, hydraulic power units, hydraulic pumps and valves silencers, mufflers, controllers, selectors, relays, contacts, solid state devices, transformers, resistors and all related control hardware.

It also includes over speed governors, governor sheaves, car safeties, counterweight safeties, hydraulic plunger, bolster plate, jack packing, deflector and secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, limit switches, guide shoes (slide and roller), door operators, car and hoist way door hangers, contacts, interlocks, auxiliary door closing devices, safety edges, photo eyes, car emergency light systems including batteries, car fans, car frames, platforms and all other elevator related devices, except those identified in section 1.1.C.

B. ESCALATORS:
This specification provides for complete maintenance coverage including examinations, cleaning, painting, lubrication, adjusting, parts replacement, repairs and testing on all parts of the escalator equipment including, but not limited to: drive machines, including motor bearings, drive chains, handrail chains, tracks, guides, handrails, handrail chains, sprockets or pulleys and related components and parts; controllers, including relays, contacts, transformers, fuses, wiring, magnets and magnetic coils, resistors; Step assemblies including, step treads, step risers, step rollers, step brackets, step wheel tracks, step demarcation lighting and inserts, missing step device, comb plates and comb plate finger sections and all related components; Starting switches, stop buttons, stop button covers

and alarm, caution signs, slack step chain switches, skirt safety switches, step up-thrust switches and all other such safety devices as may have been installed; Balustrades, skirt and deck panels, and all other escalator related devices, except the items identified in section 1.1.C.

C. CONTRACT EXCLUSIONS:
The Contractor shall not be responsible for the following, under the basic maintenance contract:

(1) Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agents, or other cause beyond the Contractor's control except ordinary wear and tear.
(2) Making other safety test or installing new attachments on the elevators when recommended by insurance companies or governmental authorities outside of General Services Department.
(3) Making any alterations to the elevator equipment, including control circuits, without prior written approval from Owner.
(4) For maintaining the main line power feeders and associated disconnect switches and breakers.
(5) The following items associated with Elevators, Dumbwaiters, and Lifts:
Car enclosures (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, mirrors, carpets and tile flooring), hoist way enclosure, hoist way doors and/or gates, frames and sills, underground hydraulic jack cylinders including underground piping and fittings, audio and two-way communications equipment and smoke sensors.
(6) Escalator exterior panels and cladding, power switches, fuses and feeders to the controllers.

FOR THE PURPOSE OF CLARIFIACTION, ANY ITEM NOT SPECIFICALLY EXCLUDED SHALL BE CONSIDERED THE CONTRACTOR'S RESPONSIBLITY.

1.2 SCHEDULED MAINTENANCE:
All preventive maintenance performed by the Contractor shall be scheduled elevator by elevator prior to commencement of this contract and subject to final approval of the Owner. Minimum preventive maintenance frequency visits shall be weekly for gearless equipment, semi-monthly for geared equipment, monthly for hydraulic equipment and semi-monthly for escalator equipment.

The preventive maintenance schedule, as prepared by the Contractor, shall show building name, elevator serial numbers, examination frequency, examination hours and be keyed to a preventive maintenance schedule prepared for the specific equipment covered by this specification.

Maintenance schedules shall be permanently located in the equipment rooms for each elevator. The schedules shall be accessible for the Owner's or Owner's representative monitoring. Schedules shall be maintained by indicating the work performed, signature of the technician performing the work and dated the day the work was performed.

Removal of elevators from service shall be coordinated with the approval by the Owner or Owner's representative. To the extent possible all preventive maintenance which requires removal of elevator from service shall be scheduled during off peak hours of building operation. No elevator shall be taken out of service during the normal business day without prior notification to the Owner or Owner's representative except under emergency conditions. Contractor shall not remove from service more than one (1) elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

1.3 EXAMINE:

The Contractor shall examine the equipment at regular intervals sufficient to preserve the life of the equipment. When, as a result of a Contractor examination, corrective action is determined to be the responsibility of the Contractor, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and corrections.

When such work is determined not to be the Contractor's responsibility, a written report signed by the Contractor, shall be delivered to the Owner promptly. If the Owner disagrees with the Contractor's determination, Owner and Contractor shall use their best efforts to resolve the disagreement in a manner mutually agreeable to the parties.

Items of an emergency nature shall be communicated by the Contractor to the Owner immediately and followed up in a written form.

Examination of the equipment shall follow the basic procedures recognized by the vertical transportation industry.

1.4 CLEAN:

The Contractor shall clean all of the elevator equipment as well as the elevator equipment room and hoistways. Cleaning of the equipment shall occur at regular intervals sufficient to maintain a professional appearance and preserve the life of the equipment. Minimum cleaning intervals shall be as set forth in Section 6 of this specification.

The Contractor shall report to the Owner the need for cleaning and/or janitorial services for all items not covered by the contract or which are otherwise not the responsibility of the Contractor.

1.5 PAINT:

The Contract shall paint the elevator equipment at intervals to maintain a professional appearance, prevent rusting and preserve the equipment. All paint shall be suitable for the purpose intended and be of a high quality. Paint shall not emit hazardous or offensive odors. Application of the paint shall, in all circumstances, comply with applicable local and/or current ASME Codes. Coordinate paint colors and painting schedule with Owner.

1.6 LUBRICATE:

The Contractor shall lubricate all moving parts of the equipment. Lubricants shall be applied at intervals recommended by the equipment manufacturer or as dictated through use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

1.7 ADJUST:

The Contractor shall make all the necessary equipment adjustments when the operation of the equipment varies from its normal designed performance standards. See Section 3 for performance standards.

Qualified individuals Employed by the Contractor shall make adjustments with appropriate tools and instruments. Adjustments shall be made at regular intervals to maintain the elevator in optimum operating conditions.

Parts or assemblies which have worn or otherwise deteriorated beyond normal adjustment limits shall be replaced.

1.8 REPLACE:

The Contractor shall replace all items covered under the contract during the course of scheduled preventive maintenance. In the opinion of the Contractor and/or Owner, a replacement shall be made to prevent an unscheduled elevator shutdown and to ensure the continued normal operations of the elevator. Replacements shall be made to extend the useful life of the elevator.

1.9 REPLACEMENT PARTS:

The Contractor shall be required to furnish metal cabinets with a supply of spare parts sufficient for normal maintenance and repair of the elevators. The value of the replacement parts maintained on the job shall be adequate to perform an effective preventive maintenance program. These cabinets will be inspected by the General Services Department for adequate parts.

Motors, armatures, field coils, and any other major component shall be delivered to the job site within two (2) days of known requirements.

Used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and shall not be used by the Contractor on the Owner's elevating equipment.

1.10 REPAIRS:

Repairs which are the responsibility of the Contractor:

Repairs shall be made by the Contractor to elevator components covered by this agreement. The Contractor shall make (or cause to be made) all repairs which become necessary for all cost of labor, materials, expenses and supplies which occur as a result of the stated repair.

Repairs which are the responsibility of the Owner:

Prior to any repairs being made by the Contractor, where such repairs are not included in the base maintenance contract, the Contractor submit a written proposal to the Owner to obtain formal approval to proceed. The Owner reserves the right to obtain comparison proposals from other contractors.

If authorized to proceed, the Contractor shall supply all labor, materials and supplies at the Contractors billing rates as stated. Material and supplies shall be billed at cost plus 10% for overhead and plus 10% for profit. On completion of all repair work, the Contractor shall submit to the Owner for payment an invoice detailing the nature of the work performed and related charges.

1.11 PERFORMANCE OF PERIODIC TEST(S)

The Contractor shall perform all periodic safety test(s) of the elevator components. The periodic test(s) shall be conducted in accordance with standards and procedures stated in ASME A17.1 Safety Code Elevators and Escalators. Test results shall be recorded on forms supplied by the Contractor and acceptable to the Owner. Upon completion of test(s), copies shall be submitted to the Owner signed by the elevator technician who performed the test(s) and an authorized representative of the Contractor. Inspections performed by the city, county, state, or federal government and/or insurance agencies or representative are not included in this specification.

1.12 MANAGEMENT PERFORMANCE DATA:

Before a system can be managed successfully, it first must be measured. The Contractor within ninety (90) days of notice to proceed shall conduct a computerized group and individual performance evaluation covering all elevating equipment. A copy of the performance data shall be provided to the owner within 14 calendar days after completion of the evaluation.

Specifications for
Inspection, Tests and Maintenance of Elevators and Escalators

1.13 CALLBACK SERVICE

For the purpose of this specification, a callback is a request from the Owner to the Contractor requesting the Contractor to go to a specific elevator to correct any elevator problem and/or condition which needs attention before the Contractor's next scheduled preventive maintenance visit. The Contractor shall respond within one (1) hour for any callback from the time in which the callback was reported to the Contractor.

1.14 PERFORMANCE BY THE OWNER:

The Owner agrees to the following:

1. To provide the Contractor access to the vertical transportation equipment;
2. To keep the elevator pit(s) and equipment room(s) free from water and/or to be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage there from;
3. Not to use the elevator rooms and equipment spaces for storage;
4. To be responsible for refinishing of elevator cabs, hoist ways or equipment room interiors unless damaged by Contractor;
5. To be responsible for the main line switch providing electricity to the equipment;
6. To be responsible for the maintenance and service of the lights and fire extinguishers in the equipment room(s) and penthouse;
7. To report to the Contractor any conditions discovered by the Owner which may indicate the need for correction before the next regularly scheduled examination;
8. That the Contractor does not at any time assume possession or control of any part of the equipment, but such remains exclusively as the Owner thereof.

NOTE: Failure to list a specific task below does not excuse contractor from performing such task if it is a reasonable and prudent activity commonly recognized in the industry as a normal part of the type of maintenance being requested.

PLEASE SEE NEXT PAGE FOR SECTION 2

Specifications for
Inspection, Tests and Maintenance of Elevators and Escalators

SECTION 2 - MINIMUM PREVENTIVE MAINTENANCE FREQUENCY AND TASK

2.1 EACH DAY:
During each visit to a building complete the following:

1. Ride each elevator car and/or escalator. During this ride, listen, look, and feel for any unusual noises or abnormal operation.
2. Check the operation of the following:
   - A. Emergency alarm bell;
   - B. Emergency stop switches (if the car is so equipped);
   - C. Door open buttons;
   - D. Lights and gongs on each floor;
   - E. Emergency communication system;
   - 1. Car door photo rays, sensitive edge (passenger & freight) and freight door open and close sequence operation;
   - F. Car landing accuracy.

4. Check all system event logs.
5. Examine machine room equipment.
6. Correct any observed deficiency as required.
7. Record all work completed.
8. Check the expiration date on the fire extinguisher in the machine room. Inform building representative when extinguisher is past the expiration date.

2.2 **GEARLESS ELEVATING EQUIPMENT**

1. MACHINE ROOM:
   Examine and clean machine, generator, governor, controller, and floor. Remove trash.

2. CONTROLLER:
   Check loop, direction, and brake contactor operation and mountings. Check relay contacts for excessive burning and proper contact wipe. Check cabinet cooling fans for operation.

3. MACHINE AND GENERATOR:
   Check motor cooling fan/blower for operational air flow. Check tachometer/encoder, surface. Check oil/slinger and ring/chain operation. Observe brushes while car is in operation for arcing and bounce. Check bearings for noise or heating.

Specifications for
Inspection, Tests and Maintenance of Elevators and Escalators

4. CAR AND HOISTWAY:
Check condition of glass, panels, handrails, car lighting, and fixtures. Check sills for trash. Lubricate sheaves when car rated speed exceeds 800 fpm (4.06 m/s).

5. MACHINE
Check commutators for carbon, high mica and discoloration. Check armature clearance and connections. Check hoist motor brushes, rigging, insulators, fastenings and spring tension on brush holders. Check oil reservoir for proper lubrication level.

6. MOTOR-GENERATOR:
Check commutators for carbon, high mica and discoloration. Check armature clearance and connections. Check brushes, rigging, insulators, fastenings and spring tension on brush holders. Check oil reservoir for proper lubrication level.

7. GOVERNOR:
Check oil cups for proper lubrication level.

MONTHLY - (4 weeks)

8. GOVERNOR:
Check, clean and lubricate bearings, fastenings, gears, bushings, pins and links. Check governor tension weight sheave and lubricate.

9. CAR AND HOISTWAY:
Lubricate sheaves when car rated speed exceeds 500 rpm (2.54 m/s). Check pit switch and light for proper operation. Check that pit light guard is in place. Clean pit. Check operation of all signal lights, lanterns and gongs. Check hall button operation.

10. CAR TOP:
Check inspection station operation, light and guard. Make certain emergency exit doors are secure.

QUARTERLY - (13 weeks)

11. CONTROLLER:
Check peak and system clocks for correct time.

12. MECHANICAL SELECTOR DRIVE:
Clean and apply light film of oil on tape, cable or chains. Check oil pan reservoir.

13. MACHINE:
Check all machine mountings and isolation, fastenings and drive sheave.

14. BRAKE:
Check operation, electrical contact, pins, fastenings and adjustments. Check brake friction surfaces for oil contamination, discoloration, foreign material, wear and clearances.

15. DOOR AND GATE OPERATIONS**:**
Check, clean and lubricate operator. Check cams and micro switches. Check tightness of cam set screws, levers and fastenings. Check door torque, setting not to exceed 30 lbs. (133N). Check nudging operation. Check door opening and closing speed. All group cars must be equal. Check belt tension and shaft bearings for wear. Make certain door operator cover is securely fastened.

16. CAR DOORS:
Check door clutch and restrictive clutch operation, wear, clearance and alignment. Lubricate pivot points. Make certain safety edge mountings are secure. Lubricate pivot points. Check condition of nylon retracting clip. Check and clean tracks, sheaves, sprockets and chains. Check relating cable. Disassemble and clean door (gate) contract. Check door (gate) roller for wear. Check for contact wipe. Check for proper running clearance between door panels, door jambs and header. Check condition of gibs and sills. Clean and check alignment of electric eyes and reflector/receiver. Check eccentric rollers for proper clearance.

17. **HOISTWAY DOORS - CAR TOP**
Clean car top. Check leveling switches. Lubricate and clean car fan or blower.

QUARTERLY - (13 weeks)

18. HOISTWAY - CAR:

Check all sheave fastenings and grooves. Check sheave grooves for wear. Check adjustment of car and counterweight shoes and/or roller guides. Lubricate guide shoe stems.

19. RETIRING CAM:
Check retiring cam for proper operation. Lubricate pivot points.

Specifications for
Inspection, Tests and Maintenance of Elevators and Escalators

SEMI-ANNUALLY - (26 weeks)

20. CONTROLLER:
Clean dust from controller and filters. Check all resistance tubes, grids and connections.

21. MECHANICAL SELECTOR DRIVE:
Check and clean switches, floor bars contacts, brushes and holders. Check springs, shunts and fastenings. Check condition of travel cable wire. Check wire connections for tightness. Check and lubricate selector sheaves, gearing and advancing mechanism. Check condition of selector cable or tape, hitches. Check operation of slack cable switch.

22. MACHINE:
Check tachometer brush length and clean out carbon dust. Return brush to original position and holder.

23. HOISTWAY DOORS - CAR TOP
Check TM switch contacts, cams, spring and roller. Check encoder drive wheel, coupling and running surface.

24. HOISTWAY - CAR:
Check car and counterweight safeties for proper clearance. Clean and lubricate pivots. Check travel cable for damage. Check limit switches by hand for proper operation. Clean limit switch contacts, roller and check for wear. Check limit switch cam alignment. Check oil level in buffers. Check alignment of buffer to strike plate. Make sure fastenings are secure. Check main and counterweight rail block ups, jack bolts or shims. Check overhead rail clearance. Check D.B.G.

25. ROPES:
Check all hoist ropes sheaves for wear. Check rope height at hoist machine using a straight edge across drive sheave. Check for equal hoist rope tension. Make certain shackles, nuts and cotter pins are in place. Check hoist ropes for wear, rouge and diameter. Check governor rope for wear, rouge and diameter. Check governor rope cable clamps. Check car and counterweight run-by (striker plate, car and counterweight to buffer). Make certain releasing carrier fastening is secure. Check compensating chain/rope fastenings and hitches.

26. GOVERNOR:
Check and clean electrical contacts. Check circuit integrity.

Specifications for
Inspection, Tests and Maintenance of Elevators and Escalators

ANNUALLY - (52 weeks)

27. CONTROLLER:
Cheek wire connections for tightness and relay shunts for wear. Check power supply and calibration voltages. Lubricate contactor armature shafts. Check settings and operation of overloads. Remove and clean fuses, clean fuses holders. Check, clean lubricate damping motor, speed regulator (pilot generator). Check brushes, commutators. Check “static control” for power removal on hoist motor by (2) independent devices (not required with main generator.

28. MACHINE:
Remove relief plug and grease hoist motor (ball bearing type). Lubricate machine sheave shaft bearings. Check tacho/encoder for loose or worn coupling and alignment.

29. MOTOR AND GENERAOR:
Remove relief plug and grease (ball bearing).

30. BRAKE:
Clean brake plunger. Lubricate as necessary. Check brake voltage(s) and brake timer.

31. HOISTWAY DOORS - CAR TOP:
Check operation and adjustment of interlock, hook and pickup roller assemblies. Check condition and alignment of roller and lift rod. Check hook to box clearance. Clean tracks, sheaves/sprockets and chains. Check tracks and sheave/sprockets for wear and chains for stretch. Check condition of relating cable. Check door closer (reel, weighted, or spring type). Check condition for door gibs, sills and struts. Check for proper running clearance between door panels, door jambs and header. Check eccentrics for .005" clearance. Check all car mounted cams and switches. Check each cab stabilizer.

32. HOISTWAY - CAR:
Check terminal slowdown cam fastenings. Clean hoist way, rails, counterweights and car sides. Check fascia slip joints for free vertical movement. Make certain fastenings are secure. Check travel cable for damage, twisting or chafing. Make certain fastenings are secure. Check hoist way duct for distortion, shrinkage or bowing. Check guide rail clips, brackets and fastenings for tightness. Lubricate slide type rail clips. Check stiles for cracks, bends, rust, loose bolts. Check slant rods and nuts for tightness.

33. ROPES:
    Lubricate hoist ropes as necessary.

34. SAFETY TESTS:
    Perform the one (1) year inspection and test requirements for car and counterweight safeties and buffers in accordance with Rule 1002.2 ASME A17.1.

24 MONTHS - (2 years)

35. MACHINE:
    Drain, clean and refill motor sheave bearings.

36. MOTOR GENERATOR:
    Drain, flush and refill (sleeve bearings only).

60 MONTHS - (5 years)

37. SAFETY TESTS:
    Perform the five (5) year full load safety test requirements for car and counterweight safeties, governors, buffers and brake in accordance with Rule 1002.3 ASME A17.1

2.3 GEARED ELEVATING EQUIPMENT:

SEMI - MONTHLY - (2 weeks)

1. MACHINE ROOM:
   Examine and clean machine, generator, governor, controller, and floor. Remove trash.

2. CONTROLLER:
   Check loop, direction, and brake contactor operation and mountings. Check relay contacts for excessive burning and proper contact wipe. Check cabinet cooling fans for operation.

3. MACHINE AND GENERATOR:
   Check motor cooling fan/blower for operational air flow. Check tachometer/encoder, wheel running surface. Check oil/slinger and ring/chain operation. Observe brushes while car is in operation for arcing and bounce. Check bearings for nose or heating.

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4. CAR AND HOISTWAY:
   Check condition of glass, panels, handrails, car lighting, and fixtures. Check sills for trash.

5. MACHINE:
   Check commutators for carbon, high mica and discoloration. Check armature clearance and connections. Check hoist motor brushes, rigging, insulators, fastenings and spring tension on brush holders. Check oil reservoir for proper lubrication level.

6. MOTOR-GENERATOR:
   Check commutators for carbon, high mica and discoloration. Check armature clearance and connections. Check brushes, rigging, insulators, fastenings and spring tension on brush holders. Check oil reservoir for proper lubrication level.

7. GOVERNOR:
   Check oil cups for proper lubrication level.

MONTHLY - (4 weeks)

8. GOVERNOR:
   Check, clean and lubricate bearings, fastenings, gears, bushing, pins and links. Check governor tension weight sheave and lubricate.

9. CAR AND HOISTWAY:
   Check pit switch and light for proper operation. Check that pit light guard is in place. Clean pit. Check operation of all signal lights, lanterns and gongs. Check hall button operation.

10. CAR TOP:
    Check inspection station operation, light and guard. Make certain emergency exit doors are secure.

QUARTERLY - (13 weeks)

11. CONTROLLER:
    Check peak and system clocks for correct time.

12. MECHANICAL SELECTOR DRIVE:
Check all Machine mountings and isolation, fastenings and drive sheave. Check ring gear bolts, gear back lash, leaks and oil level.

13. MACHINE:
Check operation, electrical contact, pins, fastenings and adjustments. Check brake friction surfaces for oil contamination, discoloration, foreign material, wear and clearances.

14. BRAKE:
Check operation, electrical contact, pin, fastenings and adjustments. Check brake friction surfaces for oil contamination, discoloration, foreign material, wear and clearances.

15. DOOR AND GATE OPERATOR:
Check, clean and lubricate operator. Check cams and micro switches. Check tightness of cam set screws, levers and fastenings. Check door torque, setting not to exceed 30 lbs. (133N). Check nudging operation. Check door opening and closing speed. All group cars must be equal. Check belt tension and shaft bearings for wear. Make certain door operator cover is securely fastened.

16. CAR DOORS:
Check door clutch and restrictive clutch operation, wear, clearance and alignment. Lubricate pivot points. Makes certain safety edge mountings are secure. Lubricate pivot points. Check condition of nylon retracting clip. Check and clean tracks, sheaves, sprockets and chains. Check relating cable. Disassemble and clean door (gate) contact. Check door (gate) roller for wear. Check for contact wipe. Check for proper running clearance between door panels, door jambs and header. Check condition of gibs and sills. Clean and check alignment of electric eyes and reflector/receiver. Check eccentric rollers for proper clearance.

17. HOISTWAY DOORS - CAR TOP:
Clean car top. Check leveling switches. Lubricate and clean car fan or blower.

18. HOISTWAY - CAR
Check all sheave fastenings and grooves. Check sheave grooves for wear. Check adjustment of car counterweight shoes and/or roller guides. Lubricate guide shoe stems. Lubricate sheaves.

19. RETIRING CAM:
Check retiring cam for proper operation. Lubricate pivot points.

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SEMI - ANNUALLY - (26 weeks)

20. CONTROLLER:
Clean dust from controller and filters. Check all resistance tubes, grids and connections.

21. MECHANICAL SELECTOR DRIVE:
Check and Clean switches, floor contacts, brushes and holders. Check springs, shunts and fastenings. Check condition of travel cable wire. Check wire connections for tightness. Check and lubricate selector sheaves, gearing and advancing mechanism. Check condition of selector cable or tape, hitches. Check operation of slack cable switch.

22. MACHINE:
Check tachometer brush length and clean out carbon dust. Return brush to original position and holder.

23. HOISTWAY DOORS - CAR TOP:
Check TM switches contacts, cams, spring and roller. Check encoder drive wheel, coupling and running surface.

24. HOISTWAY - CAR:
Check car and counterweight safeties for proper clearance. Clean and lubricate pivots. Check travel cable for damage. Check limit switches by hand for proper operation. Clean limit switch contacts, roller and check for wear. Check limit switch cam alignment. Check oil level in buffers. Check alignment of buffer to strike plate. Make sure fastenings are secure. Check main and counterweight rail block ups, jack bolts or shims. Check overhead rail clearance. Check D.B.G.

25. ROPES:
Check all hoist ropes sheaves for wear. Check rope height at hoist machine using a straight edge across drive sheave. Check for equal hoist rope tension. Make certain shackles, nuts, and cotter pins are in place. Check hoist rope wear, rouge and diameter. Check governor rope for wear, rouge and diameter. Check governor rope cable clamps. Check car and counterweight run-by (striker plate, car and counterweight to buffer). Make certain releasing carrier fastening is secure. Check compensating chain/rope fastenings and hitches.

26. GOVERNOR:
Check and clean electrical contacts. Check circuit integrity.

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ANNUALLY - (52 weeks)

27. CONTROLLER:
Check wire connections for tightness and relay shunts for wear. Check power supply and calibration voltages. Lubricate contactor armature shafts. Check settings and operation of overloads. Remove and clean fuses, clean fuses holders. Check, clean and lubricate dampening motor, speed regulator (pilot generator). Check brushes, commutators. Check "static control" for power removal on hoist motor by two (2) independent devices (not required with generator).

28. MACHINE:
Remove relief plug and grease hoist motor (ball bearing type). Lubricate machine sheave shaft bearings. Check tacho/encoder for loose or worn coupling and alignment.

29. MOTOR AND GENERATOR:
Remove relief plug and grease (ball bearing).

30. BRAKE:
Clean brake plunger. Lubricate as necessary. Check brake voltage(s) and brake timer.

31. HOISTWAY CAR:
Check operation and adjustment of interlock, hook and pickup roller assemblies. Check condition and alignment of roller and lift rod. Check hood to box clearance. Clean tracks, sheaves/sprockets and chains. Check tracks and sheaves/sprockets for wear and chains for stretch. Check condition of relating cable. Check door closer (reel, weighted, or spring type). Check condition for door gibs, sills, and struts. Check for proper running clearance between door panels, door jambs and header. Check eccentrics for .005" clearance. Check all car mounted cams and switches. Check each cab stabilizer.

32. HOISTWAY - CAR:
Check terminal slowdown cam fastenings. Clean hoist way, rails, counterweights and car sides. Check fascia slip joints for free vertical movement. Make certain fastenings are secure. Check travel cable for damage, twisting or chafing. Make certain fastenings are secure. Check hoist way duct for distortion, shrinkage or bowling. Check guide rail clips, brackets and fastenings for tightness. Lubricate slide type rail clips. Check stiles for cracks, bends, rust, loose bolts. Check slant rods and nuts for tightness.

33. ROPES:
Lubricate hoist ropes as necessary.

34. SAFETY TESTS:
Perform the one (1) year inspection and test requirements for car and counterweight safeties and buffers in accordance with Rule 1002.2 ASME A17.1.

24 MONTHS - (2 years)

35. MACHINE:
Drain, clean and refill motor sheave bearings. Drain, clean gear case and refill with gear oil.

36. MOTOR GENERATOR:
Drain, flush and refill (sleeve bearings only).

60 MONTH - (5 years)

37. SAFETY TESTS:
Perform the five (5) year full load safety test requirements for car and counterweight safeties, governors, buffers and brake in accordance with Rule 1002.3 ASME A17.1.

2.4 HYDRAULIC ELEVATING EQUIPMENT:

MONTHLY - (4 weeks)

1. MACHINE ROOM:
Examine and clean pump unit, muffler, hydraulic pipe, controller, and floor. Remove trash.

2. CONTROLLER:
Check condition of line starter contactor(s), mountings and contacts. Check relay contacts for excessive burning and proper contact wipe. Check cabinet cooling fans for operation.

3. PUMP UNIT:
Check for oil leakage around valves and pump. Check oil reservoir for proper fluid level.

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4. CAR AND HOISTWAY:
   Check condition of glass, panels, handrails, car lighting, and fixtures. Check sill for trash.

5. PIT:
   Check jack packing gland for excess leakage. Check pit switch and light for proper operation. Check that pit light guard is in place. Clean pit. Check piston and hydraulic pipe for signs of leakage and rust.

6. CAR TOP:
   Check inspection station operation, light and guard. Make certain emergency exit doors are secure.

7. CAR AND HOISTWAY:
   Check operation of all signal lights, lanterns and gongs. Check call button operation.

QUARTERLY - (13 weeks)

8. CONTROLLER:
   Check peak and system clocks for correct time.

9. MECHANICAL SELECTOR DRIVE:
   Clean and apply light film of oil on tape, cable or chains.

10. PUMP UNIT
    Check the V belts for wear and correct tension. Check gaskets and hoses for deterioration

11. DOOR AND GATE OPERATOR:
    Check, clean and lubricate operator. Check cams and micro switches. Check tightness of cam set screws, levers and fastenings. Check door torque, setting no to exceed 30 lbs (133N). Check nudging operation. Check door opening and closing speed. All group cars must be equal. Check belt tension and shaft bearing for wear. Make certain door operator cover is securely fastened.

12. CAR DOORS:
    Check, door clutch and restrictive clutch operation, wear, clearance and alignment. Lubricate pivot points. Make certain safety edge mountings are secure. Lubricate pivot points. Check condition of nylon retracing clip. Check

and clean tracks, sheaves, sprockets and chains. Check relating cable. Disassemble and clean door (gate) contact. Check door (gate) roller for wear. Check for contact wipe. Check for proper running clearance between door panels, door jambs and header. Check condition of gibs and sills. Clean and check alignment of electric eyes and reflector/receiver. Check eccentric rollers for proper clearance.

13. HOISTWAY - CAR TOP:
Clean car top. Check leveling switches. Lubricate and clean car fan or blower. Check oil reservoir levels in rail lubricators.

14. HOISTWAY - CAR:
Clean all sheave fastenings and grooves. Check sheave grooves for wear. Check adjustment of car shoes and/or roller guides. Lubricate guides shoes stems.

15. RETIRING CAM:
Check retiring cam for proper operation. Lubricate guides pivot points.

SEMI-ANNUALLY - (26 weeks)

16. CONTROLLER:
Clean dust from controller and filters. Check all resistance tubes, grids and connections.

17. MECHANICAL SELECTOR DRIVE:
Check and clean switches, floor bars contacts, brushes and holders. Check springs, shunts and fastenings. Check condition of travel cable wire. Check wire connections for tightness. Check condition of selsyn motor brushes. Check and lubricate selector sheaves and gearing. Check condition of selector cable or table and hitches. Check operation of slack cable switch.

18. CAR DOORS:
Check and clean tracks, sheaves sprockets and chains. Check relating cable.

19. HOISTWAY - CAR:
Check limit switches by hand for proper operation. Clean limit switch contacts, rollers and check wear. Check limit switch cam alignment. Check oil levels in buffers. Check alignment of buffer to strike plate. Make sure fastenings are secure.

Specifications for
Inspection, Tests and Maintenance of Elevators and Escalators

ANNUALLY - (5 weeks)

20. CONTROLLER:
Check wire connections for tightness and relay shunts for wear. Check power supply and calibration voltages. Check low oil protection timer for proper operation. Check settings and operation of overloads. Remove and clean fuses, clean fuse holders.

21. PUMP UNIT:
Lubricate pump motor per manufacture's instruction. Check valves, muffler and mounting for tightness.

22. HOISTWAY DOORS - CAR TOP:
Check operation and adjustment of interlock, hook and pickup roller assemblies. Check conditions and alignment of roller and lift rod. Check hook to box clearance. Clean tracks, sheaves/sprockets and chains. Check tracks and sheaves/sprockets for wear and chains for stretch. Check condition of relating cable. Check door closer (reel, weighted, or spring type). Check condition for door gibs, sills and struts. Check for proper running clearance between door panels, door jambs and header. Check eccentrics for .005" clearance. Check all car mounted cams and switches. Check each stabilizer.

23. HOISTWAY - CAR:
Check supports for hydraulic pipe. Check terminal slowdown cam fastenings. Make sure piston and platen plate fastening are secure. Clean hoist way, rails and car side. Check travel cables for damage, twisting or chafing. Make certain fastenings are secure. Check guide rail clips, brackets and fastenings for tightness. Check stiles for cracks, bends, rust, or loose bolts. Check slant rods and nuts for tightness.

24. SAFETY TESTS:
Perform the one (1) year inspection and test requirements to relief valves, cylinders, flexible hose and fittings, pressure switch and slack rope device in accordance with Rile 1005.2 ASME A17.1

36 MONTHS - (3 years)

25. SAFETY TESTS:
Perform the three (3) year inspection and test requirements for unexposed portions of pistons and pressure vessels in accordance with Rule 1005.3 ASME A17.1.

Specifications for
Inspection, Tests and Maintenance of Elevators and Escalators

60 MONTHS - (5 years)

26. SAFETY TESTS:
    Perform the five (5) year inspection and test requirements for governors, safeties and oil buffers in accordance with Rule 1005.4 ASME A17.1.

2.5 ESCALATOR EQUIPMENT:

SEMI-MONTHLY - (2 weeks)

1. Ride the escalator and observe the operation of the steps and handrails for smoothness and noise. Check handrails for proper tracking with the steps.
2. Check comb plates for broken fingers and replace any that are damaged. Check floor plates, to include flush even fit, rocking and missing screws. Check step demarcation lighting and inserts.
    3. Examine the clearance between the step and comb plate fingers and between the step treads and skirt panels. Should clearance approach or exceed the maximum allowed, correct the problem immediately. Apply skirt panel lubrication per manufacture guidelines.
    4. Ride each step and check for bumps or broken treads, wobble or tilt. Replace or adjust step and track components as required to correct the problem.
    5. Check all controller relays for proper contact and excessive heating, loose leads and burned contacts.

MONTHLY - (4 weeks)

6. Run escalator in reverse direction for a short period.
7. Thoroughly clean the machine. Check the machine bearings for excessive heating. Check the oil level in the machine and examine for oil leaks.
8. Press each stop button and check for proper stopping distance. Observe that the brake action is correct. Adjust brake as required. Test all skirt switches.
9. Check step chain for proper tension and lubricate. Check sprockets.
10. Clean truss pans, well ways, and top and bottom pans of all debris.

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QUARTERLY - (13 weeks)

11. Check handrail guides, newel and rollers. Check handrail motion detectors, handrail tension, handrail appearance, brush guards, moldings and clearances.
12. Check step clearances, up-thrust, alignment, switches and appearance.
13. Check motor commutators, renew or reseat brushes as required.
14. Check mainline switch fuses for heating.

SEMI-ANNUALLY - (26 weeks)

15. Trip governor by hand. Check all parts of the mechanism for freeness and clean and lubricate as required.
16. Vacuum clean the motor (do not use a blower).
17. Examine the machine gear teeth for wear.
18. Examine the drive chain for wear.
19. Clean the controller, examine all equipment and replace worn parts. Tighten all power circuit wiring connections. Pay particular attention to overload relay wire connections.
20. Check overloads to ensure that they are correctly set.

ANNUALLY - (52 weeks)

21. Remove steps for a thorough inspection, lubricate and adjust equipment as required. Inspect step welds. Slide step axle bushings to center of axle, clean and lubricate.
22. Steam clean thoroughly all steps and other parts of the escalator
23. Clean truss, pan underside of steps.
24. Check condition of track for wear, joints, wheel clearances both laterally and vertically.
25. Check step chain for wear, and lubrication of side bars and pin connector holes.
26. Check setting and operation of all safety devices, including skirt switches, handrail switches, broken chain switches, tension devices, etc.
27. Check operation of tension carriage, clearances. Lubricate rollers and pivots as required.
28. Check tightness of main sprockets on shaft and the condition and lubrication of main bearings.
29. Check handrail chain, countershaft bearings, and sprockets. Check setting and wear of tangential and step guides. Lubricate as required.
30. Check upper landing handrail sheave bearings, sprockets and handrail tension device. Clean and lubricate as required.

31. Clean surface of handrail tension rollers. Check and lubricate handrail guide wheels.
32. Check lower handrail sheave bearings and rollers, lubricate as required.
33. Reassemble and check entire unit for running clearances and operation.
34. Keep the exterior of the machinery clean and properly painted if previously painted.
35. Keep escalator machine room floors clean and properly painted.

2.6 **CAB AND LOBBY LIGHTING (As required)**

1. The contractor will be responsible for maintaining sufficient lighting levels in the elevator cars and elevator lobby. This applies to all elevators under maintenance.
2. While replacing lights and control circuit elements, the contractor must use same or equivalent type of material
3. Consumables required for such upkeep of lighting levels will be supplied by General Services Department
4. Maintenance of lights and electrical control gear will be the responsibility of General Services Department as described in Section 1, Paragraph 1.1C

PLEASE SEE NEXT PAGE FOR SECTION 3

SECTION 3 - PERFORMANCE STANDARDS:

3.1 It is the intent of this specification that the elevator equipment be maintained so as to preserve the operating characteristics in accordance with the manufacturer's design.

3.2 The following are performance levels which are a part of the original design and which shall be maintained at all times.

A. Rated (contract) speed of all elevators, escalators, dumbwaiters and lifts. Variance from rated speed, regardless of load, shall not exceed the following:

1. Hydraulic Elevators	± 20%
2. Geared Elevators	± 5%
3. Gearless Elevators	± 5%
4. Escalators	± 5%
5. Dumbwaiter & Lifts	±5%

B. Motion and Performance Times.

C. Accuracy of leveling shall be measured under all load conditions. An accuracy of leveling with 1/2 in. (13mm) of the floor is required.

D. Opening and closing times for all hoist way and car doors shall be within limits of ASME A17.1 Safety Code of Elevators and Escalators, latest edition.

E. Door reversal devices, detectors and/or all passenger sensor devices.

F. Variable car and hall door open times.

G. Individual car and group operations and devices.

H. Firefighters' Service emergency power operation and emergency car lights and alarm bells.

3.3 For the purpose of these specifications, the following performance criteria shall apply:

A. Motion Time is the elapsed time measured in seconds from start if car movement until car is stopped within a predetermined stopping zone. Measured at a typical adjacent landing.

B. Performance Time is the elapsed time measured in seconds from the start of closing to doors open 32 in. (813mm) at an adjacent floor, with a car in a specified stopping zone. Measured using a typical floor height.

C. Door opening time is the elapsed time measured in seconds from the time of start of car door opening motion, with door full closed, until car door full opened and until car door motion stops, measured at a typical landing.

D. Door closing time is the elapsed time measured in seconds from

the time of start of car door closing motion, from door full open, until car door opening motion stops. Measured at a typical landing.

E. Door Closing Force. The force necessary to prevent closing of the hoistway door (or the car door or gate if power operated) from rest shall be not more than 30 foot pound (133N). This force shall be measured on the leading edge of the door with the door at any point between 1/3 and 2/3 of its travel. Door closing force shall not exceed the requirements of Rule 112.4 ASME A17.1.

3.4 NOISE AND VIBRATION CONTROL:

Elevator equipment, shall be maintained and adjusted to meet the performance specified herein within the following parameters with tests performed in accordance with Vibration Measurements as defined in NEII Vertical Transportation Standards, Latest Edition.

1. Horizontal acceleration within cars during all riding and door operating conditions shall not exceed 25 mg peak in the 1 to 10Hz range.
2. Acceleration and deceleration shall be constant and not exceed 5 feet /second/second with an initial ramp between 0.5 and 0.75 seconds.
3. Sustained jerk shall not exceed 8 feet/second/second squared.
4. Measured noise levels in a moving car outside the leveling zone shall not exceed 55 decibels under any condition including car exhaust blower/fan on highest speed.
5. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 decibels.
6. There shall be no discernible sound in the elevator car from the machines, ropes, sheaves, pump unit, SCR units or car roller guides.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

3.5 ESCALATOR BRAKE OPERATION:

The escalator brake when operated shall maintain a gradual rate of deceleration and stop without a noticeable jerk or an abrupt stop. The brake shall hold the stopped escalator with any load up to the brake rated load. The brake shall stop a down running escalator at a rate no greater than 3 feet/second/second. The stopping distance of an empty unit in down direction @ 90ft/min (0.46 m/s):

1. Dings Brake Step Glide 4 in. (104mm) to 4 1/2 in. (115m)

2. AC Shoe Brake Step Glide 8 in. (204mm) to 10 in. (254mm)

3. DC Shoe Brake Step Glide 4 in (104mm) to 6 in. (152mm)

4. Permanent Magnet Step Glide 5 in. (127mm) to 7 in. (178mm)

All brake adjustments shall be at running temperature.

3.6 As minimum requirements, the performance levels set forth shall be as follows:

Motion and Performance Times

Equipment	Motion Time (Seconds)	Performance Time (Seconds)
Hydraulic	9.6	15.0
Geared Variable Voltage	6.4	10.0
Gearless Variable Voltage	5.4	9.0

Motion time = Brake to brake or start to stop at adjacent floor.
Performance time = Time from start of door closing to door open 32 in. (813mm) at adjacent floor.

Door Opening/Closing Times

Door Opening (in.)	**30**	**32**	**34**	**36**	**38**	**40**	**42**	**44**	**46**	**48**	**54**	**60**	**66**	**72**

SINGLE SPEED SIDE OPENING (SSSO):

Open	2.3	2.4	2.5	2.5	2.6	2.7	2.7							
Close	3.0	3.2	3.4	3.6	3.7	3.8	3.8							

TWO SPEED SIDE OPENING (2SSO):

OPEN				2.1	2.2	2.3	2.4	2.5	2.6	2.7	3.3	3.9	4.5	5.1
CLOSE				3.3	3.5	3.6	3.7	3.8	4.0	4.5	5.0	5.5	5.6	6.1

SINGLE SPEED CENTER OPENING (SSCO):

OPEN				1.5	1.6	1.6	1.7	1.8	1.8	1.9	2.3	2.5	2.7	2.9
CLOSE				2.1	2.2	2.3	2.4	2.5	2.7	2.9	3.2	3.5	3.8	4.1

TWO SPEED CENTER OPENING (2SCO):

OPEN							1.8	1.9	2.0	2.1	2.3	2.5	2.7	2.9
CLOSE							2.1	2.2	2.4	2.5	2.8	3.0	3.3	3.6

SECTION 4 - CODES AND STANDARDS:

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

1.	**ASME A17.1**	Safety Code for Elevators and Escalators
2.	**ASME A17.2.1**	Inspector's Manual for Electric Elevators
3.	**ASME A17.2.2**	Inspector's Manual for Hydraulic Elevators
4.	**ASME A17.2.3**	Inspector's Manual for Escalators
5.	**ASME A17.3**	Safety Code for Existing Escalators
6.	**ASME A17.5**	Elevator and Escalator Electrical Equipment
7.	**ANSI/NFPA 70**	National Electrical Code
8.	**IEEE**	Institute of Electrical and Electronic Engineers
9.	**ADAAG**	Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities
10.	**ANSI A117.1**	Specifications for Making Building and Facilities Accessible to and Usable by Physically Challenged People
11.	**UFAS**	Uniform Federal Accessibility Standards
12.	**VTS/NEII**	Vertical Transportation Standards for Elevators, Escalators and Dumbwaiters
13.	**NFPA 101**	Life Safety Code
14.	**SBC**	Southern Building Code
15.	**GA CODE**	Georgia Laws and Rule Regulating Escalators and Elevators

<u>Where Codes and Standards conflict, the stringent requirement(s) shall supersede.</u>

EXHIBIT 6

Publications

Applicable Publication	Sections	Title	Date	Portion
ANSI-ASME	A17.1 A17.2 A17.3 QEI	American National Standards Institute Safety Code For Elevators & Escalators	Current	All
ANSI-ASME	A17-4	Evacuation of passengers from stalled elevators	Current	All
ASME		Boiler Pressure Codes	Current	Section VIII
EPA	Title 40 CFR 61 Part M	National Emission Standards for hazardous air	Current	All
Title 40 CFR	Part 260-268	EPA Hazardous waste management	Current	All
ANSI Z - 88.2	Title 29 CFR Parts 1900-1910	For Respiratory protection OSHA Genl. Industry	Current Current	All All
Title 29 CFR	Parts 1910.1030	Blood borne Pathogens	Current	All
Title 40 CFR	Emissions Part 80 Sub part F	Recycling solutions	Current	All
Title 40 CFR	Part 761	EPA – PCB's in Electrical Transformers	Current	All
40 CFR Part 82		Subpart F	Current	All
NFPA 10		Portable Fire Extinguishers	Current	All
NFPA 17		Dry chemical Extinguishing Systems	Current	All
NFPA 17A		Wet Chemical Extinguishing Systems	Current	All
NFPA 25		Inspection Testing, and Maintenance of water Based Fire	Current	All

Applicable Publication	Sections	Title	Date	Portion
		Protection Systems		
NFPA 72		National Fire Alarm Code	Current	All
NFPA 80		Fire Doors and Fire Windows	Current	All
NFPA 92A		Smoke Control Systems	Current	All
NFPA 96		Ventilation Control and Fire Protection of Commercial Cooking Operations	Current	All
NFPA 101		Life Safety Code	Current	All
NFPA 110		Standard for Emergency and Standby Power Systems	Current	All
NFPA 2001		Clean Agent Systems	Current	All
American Correction Association		Performance Based Standards for Adult Local Detention Facilities	June 2004	4th Edition
Fulton County Office of the Sheriff		Jail Bureau – Policies and Procedures Standard Operations Manual	Current	