



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. 11RFP77841K-MH

**Geotechnical, Materials Testing and Special
Inspections Services for Eight (8) New Branch
Libraries & Two (2) Library Renovations/Expansions
for
Atlanta-Fulton Public Library System
Capital Improvement Program – Phase 1**

RFP DUE DATE AND TIME: October 3, 2011, 11:00 A.M.

RFP ISSUANCE DATE: September 2, 2011

PRE-PROPOSAL CONFERENCE DATE: September 15, 2011, 11:00 A.M.

PURCHASING CONTACT: Mark Hawks

E-MAIL: mark.hawks@fultoncountyga.gov

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

**GEOTECHNICAL, MATERIALS TESTING & SPECIAL INSPECTIONS SERVICES
FOR EIGHT (8) NEW BRANCH LIBRARIES AND TWO (2) LIBRARY RENOVATIONS
/ EXPANSIONS
REQUEST FOR PROPOSALS #11RFP77841K-MH
TABLE OF CONTENTS**

Section/Page

SECTIONS 1-10

1.0	INTRODUCTION	1-1
1.1	Purpose	1-1
1.2	Description of the Project.....	1-1
1.3	Background.....	1-2
1.4	County Objectives.....	1-2
1.5	Purchasing the RFP.....	1-3
1.6	Subcontracting Opportunities.....	1-3
1.7	Pre-Proposal Conference	1-3
1.8	Proposal Due Date	1-3
1.9	Delivery Requirements.....	1-4
1.10	Contact Person and Inquiries.....	1-4
2.0	INSTRUCTIONS TO PROPOSERS	2-1
2.1	Procurement Process	2-1
2.2	Contract/Definitions	2-1
2.3	No Contact During Procurement Process	2-3
2.4	Clarification & Addenda	2-4
2.5	Term of Contract.....	2-5
2.6	Required Submittals	2-5
2.7	Proposal Evaluation.....	2-5
2.8	Disqualification of Proposers	2-5
2.9	Reserved Rights	2-5
2.10	Applicable Laws.....	2-6
2.11	Minimum Participation Requirements for Prime Contractors	2-6
2.12	Insurance and Risk Management Provisions.....	2-6
2.13	Accuracy of RFP and Related Documents.....	2-6
2.14	Responsibility of Proposer	2-7
2.15	Confidential Information	2-7
2.16	County Rights and Options	2-7
2.17	Cost of Proposal Preparation and Selection Process	2-9
2.18	Termination of Negotiations	2-9
2.19	Wage Clause	2-9
2.20	Additional or Supplemental Information	2-10
2.21	Reporting Responsibilities	2-10
2.22	Georgia Security and Immigration Compliance Act	2-10
2.23	Authorization to Transact Business	2-10
2.24	Right to Protest.....	2-11
2.25	First Source Jobs Policy	2-11

**GEOTECHNICAL, MATERIALS TESTING & SPECIAL INSPECTIONS SERVICES
FOR EIGHT (8) NEW BRANCH LIBRARIES AND TWO (2) LIBRARY RENOVATIONS
/ EXPANSIONS
REQUEST FOR PROPOSALS #11RFP77841K-MH
TABLE OF CONTENTS**

		Section/Page
	2.26 Coordination	2-11
	2.27 Prohibition of Future Contracts	2-11
	2.28 Substitution of Key Team Members.....	2-12
	2.29 General Requirements.....	2-12
3.0	PROPOSAL REQUIREMENTS.....	3-1
	3.1 Submission Requirements	3-1
	3.1.1 Proposal Submission Date and Submittal Format.....	3-1
	3.1.2 Number of Copies	3-1
	3.2 Overview of Proposal Requirements	3-2
	3.3 Scope of Work	3-2
	3.4 Technical Proposal Format and Content.....	3-10
	3.5 Cost Proposal Format and Content	3-14
	3.6 Scope of Services To Be Provided by Others.....	3-19
4.0	EVALUATION CRITERIA	4-1
	4.1 Proposal Evaluation Criteria	4-1
5.0	PROPOSAL FORMS	5-1
	5.1 Introduction	5-2
	5.2 Proposal Forms	
	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 – Georgia Security and Immigration Contractor Affidavit and Agreement	
	Form F – Georgia Security and Immigration Subcontractor Affidavit	
	Form G – Professional License	
	Form H – Local Preference Affidavit of Bidder/Offeror	
6.0	CONTRACT COMPLIANCE REQUIREMENTS	6-1
	6.1 Non-Discrimination in Contracting and Procurement	
	6.2 Equal Business Opportunity Plan (EBO Plan)	
	6.3 Determination of Good Faith Efforts	
	6.4 Required Forms and EBO Plan	
	Exhibit A – Promise of Non-Discrimination	
	Exhibit B – Employment Report	

**GEOTECHNICAL, MATERIALS TESTING & SPECIAL INSPECTIONS SERVICES
FOR EIGHT (8) NEW BRANCH LIBRARIES AND TWO (2) LIBRARY RENOVATIONS
/ EXPANSIONS
REQUEST FOR PROPOSALS #11RFP77841K-MH
TABLE OF CONTENTS**

Section/Page

- Exhibit C – Schedule of Intended Subcontractors
- Exhibit D – Letter of Intent to Perform as a Subcontractor
or Provide Materials or Service
- Exhibit E – Declaration Regarding Subcontracting Practices
- Exhibit F – Joint Venture Affidavit
- Exhibit G – Prime Contractor/Subcontractor Utilization Report
- Exhibit H – Fulton County First Source Jobs Program

- Form 1 – Fulton County First Source Jobs Program
- Form 2 – First Source Jobs Program Information
- Form 3 – First Source Jobs Program Agreement

7.0	INSURANCE AND RISK MANAGEMENT PROVISIONS.....	7-1
8.0	SAMPLE CONTRACT	8-1
9.0	EXHIBITS	9-1
	Exhibit 1 – Required Submittal Checklist	
10.0	APPENDICES	10-1

SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia (“County”) is seeking Proposals from qualified Geotechnical, Materials Testing and Special Inspection Firms to provide professional and field services for eight (8) new branch libraries and two (2) renovated/expanded libraries belonging to the Atlanta Fulton Public Library System (“AFPLS”). These ten (10) libraries are part of the AFPLS’s Capital Improvement Program (“CIP”), Phase 1.

The County reserves the right to select one or more Firm(s) to perform the services as described in this RFP on some or all of the ten (10) libraries.

Through the issuance of this Request for Proposal (“RFP”), the County is soliciting Proposals from qualified Proposers for the **Geotechnical, Materials Testing and Special Inspection Services for Eight (8) New Branch Library Projects and Two (2) Renovated/Expanded libraries as described below.**

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Sections 1 through 7, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Sections 3 and 4. Based on the results of the evaluation, the County will award the Geotechnical, Materials Testing and Special Inspection Services for ten (10) library projects to the most advantageous Proposer(s) based on the cost and other evaluation factors set forth in this RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves the professional Geotechnical, Materials Testing and Special Inspection Services described in Part 3.3, Scope of Work, for the following ten (10) AFPLS projects in Phase 1 of the AFPLS CIP. (also see Section 1.3, Background, and Appendix 2):

Alpharetta – L001

New 25,000 sf branch library.

East Roswell – L002

New 15,000 sf branch library.

Milton – L003

New 25,000 sf branch library.

Northwest Atlanta – L004

New 25,000 sf branch library.

Palmetto – L005

New 10,000 sf branch library.

Southeast Atlanta – L006

New 15,000 sf branch library.

Stewart-Lakewood – L007

New 25,000 sf branch library.

Wolf Creek – L008

New 25,000 sf branch library.

Auburn Avenue Research Library – L009

Major renovation and expansion of the Auburn Avenue Research Library on African American Culture and History.

South Fulton Library Expansion – L010

Renovation and Expansion that adds 10,000 sf to the existing 15,000 sf structure for a total renovation and expansion of 25,000 sf for this branch library.

1.3 BACKGROUND

On July 16, 2008, the Fulton County Board of Commissioners voted to place a \$275 million bond referendum on the November 4, 2008 ballot to implement the Library's Facility Master Plan. The referendum was approved with 65% support. The referendum Plan has two (2) phases. This RFP covers only work in Phase 1.

The County has obtained the services of a Program Management Team ("PMT") to oversee, monitor, direct, check, review, and comment on the design and construction of Phase 1 on behalf of the County. The County also intends to or has obtained the services of multiple Architects, Specialty Consultants, and Construction Manager-at-Risk entities.

The County intends to open the first branch or branches by the end of 2013.

1.4 COUNTY OBJECTIVES

The following are the County objectives for this project:

- The selected Geotechnical, Materials Testing and Special Inspection services Firm(s) shall provide expertise, resources and personnel experienced in geotechnical investigations, materials testing and special inspections and reporting for some or all ten (10) projects in Phase 1.

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- The services to be provided will be performed within the County's established budget and schedule (Appendix 1 and 2).
 - The County intends to select the Architects and Construction Manager-at-Risk corporations to design and build each branch. The selected Firm(s) will work in cooperation with these selected entities over the timeframe for each branch in the project.
 - The selected Firm(s) will work in cooperation with the County's staff, County's Authorized Representatives ("CARs"), and the Library Administration.

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 Proposal 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, on Thursday, September 15, 2011 at 11:00 A.M. in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.8 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, and 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before, Monday, October 3, 2011 until 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's Contact Person, Mark Hawks, Assistant Purchasing Agent. Any response made by the County will be provided in writing to all Proposers by Addendum on the County's website. No verbal responses shall be authoritative.

END OF SECTION

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, Addenda – Revision(s) to the RFP documents issued by the County on the County’s website prior to the receipt of Proposals.

AFPLS – The Atlanta Fulton Public Library System.

Agreement – The executed Contract between the County and Contracting Entity (Firm).

Architect – The architectural corporations or joint ventures, and all their consultants or subconsultants that compose the building and site design team for each project, including but not necessarily limited to its life safety design, LEED consultant, civil engineering, landscape and irrigation design, structural, plumbing, mechanical and electrical engineering, fire alarm and fire protection design, and commissioning personnel. The Architect(s) are considered County Authorized Representatives.

CIP – The AFPLS Construction Improvement Program as defined in Section 1.3, Background.

County – The Fulton County Government, its Board of Commissioners, elected officials, officials, and staff, but excluding all County Authorized Representatives.

County Authorized Representatives (“CARs”) – Any corporation, joint venture, consultant, subconsultant, or entity under separate contract with the County for services under the AFPLS CIP, Phase 1. The primary CARs are: the PMT, Architects, CMs-at-Risk, and Specialty Consultants. Once under Contract, the Firm(s) will be CARs.

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

Contract - The executed Agreement between the County and Contracting Entity (Firm).

Contract Completion – The date all Work, Contract deliverables, equipment, systems and related activities stipulated in the Contract are completed per the Contract Documents as determined by the County.

Contracting Entity - The Firm, corporation, joint venture, or individual submitting a Proposal in response to this RFP. See also *Testing Firm or Testing Firm(s)*.

Contractor - The Firm, corporation, joint venture, or individual submitting a Proposal in response to this RFP. See also *Testing Firm or Testing Firm(s)*.

Construction Manager-at-Risk (“CM-at-Risk”) – The entity, corporation, joint venture, or individuals designated as in charge to lead the day-to-day activities to manage the preconstruction services and construction of a AFPLS CIP Phase 1 project, and all its consultants or subconsultants that compose the building and site preconstruction/ construction team. Each CM-at-Risk is considered a County Authorized Representative.

Firm – See “Testing Firm or Testing Firm(s)”.

Library Administration - The AFPLS’s Director and all staff under the Director.

Offeror – The Firm, corporation, joint venture, or individual submitting a Proposal in response to this RFP. See also *Testing Firm or Testing Firm(s)*.

Phase 1 – The first phase of the AFPLS CIP as described in Section 1.2.

Program – Phases 1 of the AFPLS’s Construction Improvement Program.

Proposal – The document submitted by the Offeror/Proposer in response to this RFP.

Proposer – The Firm, corporation, joint venture, or individual submitting a Proposal in response to this RFP. See also *Testing Firm or Testing Firm(s)*.

Scope of Work or Work – All the services specified, indicated, shown, or contemplated by the RFP and 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.

Program Management Team (“PMT”) – The County has hired a Program Management Team that will provide a full range of Program management services necessary to facilitate construction and expansion of various libraries for the

AFPPLS's CIP Phase I. The PMT will oversee, monitor, direct, check, review and comment on design and construction Work performed by others, including the Proposer(s). The PMT is considered a County Authorized Representative.

Project Manager (“PM”) - The designated representative of the Proposer that will oversee the day-to-day project activities. The PM shall represent the Testing Firm as needed throughout the term of the Contract. The PM shall remain current with all project activities and shall have the authority to obligate the Firm to schedules, manpower loading, or other measures necessary to perform the services of the Contract. The PM shall remain assigned to this Program while in the employ of the Testing Firm unless otherwise permitted in writing by the County.

Specialty Consultants – There are three (3) Specialty Consultants; Wayfinding, Technology, and FF&E. All are County Authorized Representatives.

Testing Firm or Testing Firm(s) - The company(s) or joint ventures contracted for the Scope of Work for this RFP for Geotechnical, Materials Testing and Special Inspection services. The Testing Firm, once under Contract, will be considered a County Authorized Representative.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of the County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contact between potential Proposers or their vendors and Fulton County officials, elected officials, staff, or CARs of the County regarding pending awards of any 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 CARs of the County, between the date of the issuance of this solicitation and the date of the Fulton County Manager's recommendation to the Fulton County 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 CARs of the County 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 September 26, 2011 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: Mark Hawks

Public Safety Building

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

Email: mark.hawks@fultoncountyga.gov

P: (404) 612-5812

**RE: RFP #11RFP77841K-MH and Geotechnical, Materials Testing and
Special Inspections Services for Eight (8) New Branch Libraries and Two (2)
Library Renovations/Expansions**

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 or CARs 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 the County and will constitute a part of this RFP. Each Proposer is

required to acknowledge receipt of each Addendum by submitting an executed acknowledgment form. This acknowledgment shall include all Addenda distributed prior to the Proposal submission date. All responses to this RFP shall be prepared with full consideration of the Addenda issued prior to the Proposal submission date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for three (3) years or until Contract Completion as determined by the County. The Contract will commence as of the date the Notice to Proceed (“NTP”) is issued by the County.

2.6 REQUIRED SUBMITTALS

See Section 9, Exhibit 1, Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are properly included in your submittal. Failure to submit all required forms and documents may deem your Proposal non-responsive.

2.7 PROPOSAL EVALUATION

All Proposals will be evaluated using the criteria specified in Section 3.4, Part 4, Evaluation Criteria 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 in 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 Proposer(s) 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 certified public accountant (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 Government shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, prime Contractors on the project must perform no less than 51% of the Scope of Work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County and CARs 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 Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg., 130 Peachtree Street S.W., Suite 1168, Atlanta, GA 30303. A written Addendum, if necessary, then will be made available to each recipient of this RFP on the County website, www.fultoncountyga.gov.

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 elected officials, its staff, CARs, 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, and to utilize these interviews and presentations as part of the selection process
- 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, nor its staff, nor its representatives, nor any of its consultants, nor its attorneys, nor its CARs, 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 CARs, 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
 - The County reserves the right to select one or more Firms to perform Geotechnical, Material Testing and Special Inspection Services for the ten (10) projects contained within Phase 1 of the AFPLS'S CIP

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 Firm shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Firm 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 Proposer's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Firm(s) may be required to submit additional or supplemental information to determine whether the Proposer(s) meet(s) all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer(s) will report directly to the Assistant Director, Building Engineering/Library Projects, or County designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This RFP 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, Proposers are notified that all 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 Proposal at the time of submission, prior to the time for opening Proposals. Under state law, the County cannot consider any 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 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-verify.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 Proposer 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 Proposer 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 FIRST SOURCE JOBS POLICY

It is the policy of the County 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. Forms are provided in Section 6 of this RFP.

2.26 COORDINATION

1. The County has hired a PMT that will provide a full range of Program management services necessary to facilitate construction and expansion of various libraries for the AFPLS's CIP Phase I. The PMT will oversee, monitor, direct, check, review and comment on design and construction Work performed by others. Each of the consultants, A/E's and CMs-at-Risk selected for the AFPLS's CIP Phase I will be required to coordinate their efforts as noted in their Scope of Work. Also, each selected Firm will work in cooperation with the County, CARs, County staff, and Library Administration.
2. The Testing Firm(s) will work in collaboration with the County's selected CMs-at-Risk, Architects, and the CARs for the project.

2.27 PROHIBITION OF FUTURE CONTRACTS

2.27.1 Prime Contractor

The Firm(s) selected to provide Geotechnical, Material Testing and Special Inspection Services, including any members of the selected Firm's team, shall not be eligible to perform any other services within this Program outside this RFP's Scope of Work, during the term of this Contract or any extension thereof. Services for which selected Firm(s) are ineligible include; design services, construction, and construction management services.

2.27.2 Sub-Contractor/Consultant

Sub-contractors and consultants to the Firm(s) described in 2.27.1 shall not be eligible to perform design services under any circumstances where a conflict of interest exists or may potentially exist. A conflict of interest shall be defined as a review or direction function of any Work performed by the Firm(s). In these circumstances the subcontractor/consultant shall not propose to work on that project.

2.27.3 Employee

Employees of the selected Firm(s) or sub-contractor/consultant are advised to avoid conflicts of interest. Full disclosure of their involvement in the project shall be made, should they decide to propose on other work within the Program.

2.28 SUBSTITUTION OF APPROVED KEY TEAM MEMBERS:

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

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

2.29 GENERAL REQUIREMENTS

The following information pertains to the submission of a Proposal to the County, and contains instructions on how Proposals must be presented in order to be considered. If specific conditions or instructions in the text of the RFP conflict with the general requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached 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, the Proposer 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 Proposer to insure correctness before the Proposal is submitted. The Firm's representative 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 the County and the Proposer upon notice of award of Contract in writing and/or issuance of a purchase order.
6. Any Contract awarded as a result of this Proposal, shall comply fully with all local, State, and Federal laws and regulations.

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7. Absolutely no fax Proposals or reproduction Proposals will be accepted, except that if multiple copies of the Proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
 8. Type or neatly print Firm name, as well as the full legal name and title of the person signing the Proposal, in all appropriate places. The Proposer's signature must be executed by a principal of the Firm duly authorized to make contracts and bind the Firm 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 Proposers in the request for Proposals of the number of days that Proposers will be required to honor their Proposals. If a Proposer is not selected within 60 days of opening the Proposals, any Proposer 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 Proposere in executing the contract, including taxes. Unless otherwise provided in the Contract, the County shall have no liability for any cost not included in the price. The Proposer shall provide the County the benefit through a reduction in price of any decrease in the Proposer's costs by reason of tax exemptions based upon 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 Proposer'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. The County shall be the sole judge of the quality and the applicability of all Proposals. Plan, features, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

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13. The successful Proposer must assume full responsibility for delivery of all services proposed and agree to relieve County of all responsibility and costs for prosecuting claims.
 14. The successful Proposer shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 15. The successful Proposer 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.
 16. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the Firm 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 Firm submitting the Proposal as capable of meeting the demands of the Proposal should an award be made to them.
 17. Proposers 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 Firms, able to fulfill the terms of the specifications. The County may make such investigations as it deems necessary to determine the ability of the Proposer to perform such Work, and reserves the right to reject any Proposal if evidence fails to indicate that the proposed Firm is qualified to carry out the obligation of the Contract and to complete the Work satisfactorily.
 18. By submitting a signed Proposal, an Proposer certifies that there has been no collusion with any other Proposer. Reasonable grounds for believing Proposer has an interest in more than one Proposal will result in rejection of all Proposals in which the Proposer has an interest. Any party to collusion may not be considered in future Proposals for the same or similar Work.
 19. Upon notice of selection, a Proposer submitting the Proposal is obligated to perform. Should a successful Proposer refuse to enter into a Contract subsequent to an award, a penalty may be assessed and/or the Proposer may be found to be "non-responsible" in the future.
 20. In case of default by a successful Proposer, Fulton County may procure the articles or services from another source and hold the successful Proposer responsible for any resultant excess cost.

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21. Successful Proposers Contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Proposer being found to be “non-responsible” in the future.
 22. Invoices 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.
 23. The County reserves the right to accept or reject any or all Proposals, or any part thereof, and to waive any technicalities. The County reserves the right to award a Contract or Contracts based on the Proposal(s) received (in whole or in part) to one or several Proposers.
 24. 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 the County.
 25. All Proposals submitted to the County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 26. All Proposals submitted to the 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.
 27. Prior to beginning any Work, the successful Proposer shall furnish to the 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.
 28. It is the policy of the County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between Proposers and County officials, elected officials, staff and CARs 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 Fulton County Manager’s recommendation to the Fulton County 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 any CARs shall result in a written finding by the Purchasing Agent that the submitted Proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
29. Any Proposer intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its Proposal. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with the County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Proposers from joint ventures that do not include these documents will be rejected as being “non-responsive”.
30. Any Proposer intending to respond to this solicitation must complete all of the procurement affidavit forms provided in Section 5, Proposal Forms. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

END OF SECTION

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, October 3, 201, 11:00 A.M. and must be addressed to:

**REQUEST FOR PROPOSALS RFP# 11RFP77841K-MH
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 (Section 9, 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#11RFP77841K-MH

3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) original, one (1) hardcopy and five (5) copies on CD media in PDF format (Do Not include financials or cost on CDs).

Contract Compliance Exhibits, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original and one (1) copy 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 tabbed by section, 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 - GEOTECHNICAL, MATERIALS TESTING AND SPECIAL INSPECTIONS SERVICES

GENERAL SCOPE OF WORK:

A successful Proposer shall perform soil boring and analysis services at sites designated by the County. Once the Architect has located the building on site, a successful Proposer shall perform a site investigation, including but not limited to soil borings. A successful Proposer shall compile a detailed geotechnical report, based upon their findings and signed by a Georgia licensed professional engineer who has at least five (5) years of experience in the field of geotechnical engineering, and is a full time employee to the successful Proposer. The professional engineer must hold a valid certificate of authorization with the State of Georgia indicating that they are approved to provide engineering services. The geotechnical report shall be submitted to the County and appropriate CARs within seven calendar days of inspection/testing procedures.

A successful Proposer shall also provide Materials Testing and Special Inspection services during the construction phase of the branch libraries. The Firm must comply with the applicable Section 17 of the International Building Code ("IBC") and all referenced standards contained therein. The Firm must be

authorized to operate in the State of Georgia. The Materials Testing laboratory staff must include a full time registered engineer to provide test and review services, and testing equipment must be calibrated at reasonable intervals either by National Institute of Standards and Technology (“NIST”) or using an NIST established measurement assurance program, under a laboratory measurement quality assurance program.

Geotechnical, Materials Testing and Special Inspections services shall include at a minimum:

- NPDES tests and Inspections/Monitoring (Level 1B Certification as issued by Georgia Soil and Water Conservation Commission).
- Soil testing and inspections
- Concrete testing and inspections
- Structural steel testing and inspections
- Masonry testing and inspections
- Wood construction inspections
- Pile and pier foundation inspections
- Storefront, curtain wall, and leak testing and inspection
- Sprayed fire-resistant materials inspections
- Mastic and intumescent fire-resistant coatings inspections
- Seismic and/or wind resistance testing and inspections
- Special Inspections and tests as determined by the design team

Geotechnical Services – Design Phase:

A successful Proposer shall perform soil test borings in the branch library(s) proposed location(s), based on locations and depths proposed by the Architect. A fee proposal for the geotechnical investigation must be submitted to the County and approved prior to commencing any Work. The fee proposal to the County shall include a plan of proposed locations of soil borings, planned depth of borings, total depth of planned borings, assumption taken for foundation system and a cost estimate for services based upon preliminary report and rate sheet.

Once the fee proposal is approved by the County, a successful Proposer shall proceed based upon the approved plan. A successful Proposer shall be responsible for all utility locations on site and shall be responsible for damages to existing site utilities if proper precautions were not taken by the successful Proposer prior to drilling. If soft / loose soils are encountered during borings, a successful Proposer shall notify the County immediately.

A successful Proposer shall also obtain groundwater readings at the time of the drilling operation and also 24 hours after drilling operation. A successful Proposer shall be responsible for backfilling borings with soil cuttings from operation after completion of Work and shall provide a general clean-up of areas impacted by their Work.

A successful Proposer shall take soil samples; visually classify them in accordance with the Unified Soil Classification System. The test boring records taken at site shall provide penetration resistances, detailed soil descriptions, and groundwater conditions. A successful Proposer shall also identify significant soil strata and identify weathered rock or auger refusal.

Immediately following a successful Proposer's field investigation, the successful Proposer shall commence on compilation of their geotechnical engineering report for the site. The report shall contain evaluation and recommendations regarding site preparation, general foundation recommendations, groundwater elevations and their effect on the proposed construction, and any remedial actions required to deal with soft/loose soils.

Specifically included in a successful Proposers geotechnical engineering report shall be:

- A. *Project Information* – The Proposer's understanding of the proposed construction of the branch library.
- B. *Exploratory Procedures* – Proposer shall describe techniques and methods used during both subsurface investigation and laboratory testing.
- C. *Site and Subsurface Description* – The Proposer shall provide a summary of site conditions, general geologic conditions and detailed reporting on subsurface soil and groundwater.
- D. *Evaluations and Recommendations* – The Proposer shall present recommendations, at a minimum, for the following:
 - a. *Groundwater* – recommendations for control of groundwater during construction and also on a permanent basis, if needed.
 - b. *Site Preparation* – Recommendations for any techniques of site preparation and any corrective measures that may be needed.
 - c. *Excavation* - Successful Proposer shall detail anticipated method of excavation necessary to achieve excavation of subsurface materials.
 - d. *Reclaim Excavated Materials as Structural Fill* – Detail suitability to reuse excavated materials on site as structural fill.
 - e. *Structural Fill* – Recommendations to achieve high density structural fill.
 - f. *Earth Slopes* – Provide general recommendations to use for temporary construction and permanent earth slopes.
 - g. *Earth Pressure* – Provide recommendations for the calculation of design earth pressure on foundation/retaining walls including equivalent fluid pressures for design purposes.
 - h. *Foundation Design* – Recommendations for foundation design. Shall include soil bearing pressure and estimates of settlement.
 - i. *Seismic Design* – Include a site class, mapped spectral response accelerations (S_s , S_1) and design spectral response accelerations (SD_s , SD_1).

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- j. *Slab on grade* – Recommendations for on-grade slab design.

Special Inspection Process:

1. The CM-at-Risk shall notify the Proposer's Special Inspector(s) when construction is ready for inspection.
2. The Special Inspector(s) shall inspect the construction per the *Schedule of Special Inspection Services*, as determined by the design team, and provide a report detailing the inspection and any deficiencies. The Special Inspector(s) shall issue interim reports to the design team, County, PMT, and CM-at-Risk as noted in the *Statement of Special Inspections*.
3. The Special Inspector's Firm shall maintain a deficiency log of all deficiencies noted in reports. The log shall contain at a minimum; date of daily report deficiency found, description of deficiency, type of inspection (i.e. concrete, steel, wood framing, etc.), and date of report in which deficiency was noted as resolved. Deficiency Log to be updated and distributed to design team, County, CARs, and CM-at-Risk on a weekly basis. Format of deficiency log to be approved by the County.
4. The design team shall, as needed, respond to any discrepancies identified by the Special Inspector(s).
5. Each approved fabricator that is exempt from Special Inspection of shop fabrication and implementation procedures per section 1704.2 of the *Building Code* must submit *Fabricator's Certificate of Compliance* at the completion of fabrication.
6. The CM-at-Risk shall remedy deficient work as construction progresses and prior to final inspection. The Special Inspector(s) shall note all remedied deficiencies noted in earlier reports.
7. The CM-at-Risk shall submit *Fabricator's Certificates of Compliance* for approved fabricators.
8. The Special Inspector(s) shall prepare and sign a *Final Report of Special Inspections* at the completion of the Work.
9. The County shall not issue a Certificate of Substantial Completion until the *Final Report of Special Inspections* has been issued and approved by the County.

Responsibilities of the Special Inspector:

The Proposer's Special Inspector shall:

1. Notify the CM-at-Risk of their presence and responsibilities at the job site.
2. Observe assigned construction. The Special Inspector(s) shall inspect all construction for which they are responsible for conformance with the plans and specifications and shall perform Special Inspections in a timely manner to avoid delay of construction.
3. Report nonconforming items. The Special Inspector(s) shall bring all nonconforming items to the immediate attention of the CM-at-Risk for correction. If any such item is not resolved at the time of notification to

CM-at-Risk or is about to be incorporated into the construction, the Architect, County and PMT shall be notified immediately and the item noted in the Special Inspector's written report. The Special Inspector(s) shall also write a discrepancy report that should contain, at a minimum the following information about each nonconforming item:

- a. Description and exact location.
 - b. Reference to applicable drawings and specifications.
 - c. Resolution or corrective action taken and the date.
4. Provide timely daily reports. The Special Inspector(s) shall complete written reports for each visit to the site. The Special Inspector(s) shall furnish these reports directly to the Architect, PMT, County, and CM-at-Risk. These reports shall be in a daily format and will be submitted at the approved frequency. The reports should:
 - a. Describe the special inspection and tests made, with locations.
 - b. Indicate nonconforming items and their resolution.
 - c. List unresolved items and parties notified.
 - d. Itemize any changes authorized by the Architect.
 5. Provide timely weekly deficiency reports. Please see "Special Inspection Process", item #3 above.
 6. Initial and date the "Date Completed" box in the *Schedule of Special Inspection Services* as the inspection and testing activities are completed.
 7. Submit final report. The Special Inspector(s) shall submit a signed *Final Report of Special Inspections* stating that all required special inspection items and testing were fulfilled and reported. Items not in conformance, unresolved items, or any discrepancies should be specifically itemized.

Geotechnical reports shall be prepared separately for each individual location and will be organized along the following outline:

Introduction: This will identify the project by location and name. It will also briefly outline the scope of the investigation. Include date report issued.

Project description: This will give an overview of the structures, with proposed foundation depths.

Field exploration and testing: This will identify the methods and equipment used to bore and test the soils.

Site conditions: This will describe the terrain, prior known land use, general area geology, groundwater, fault proximity, seismic conditions and extents, landslides and other concerns such as sink holes or fracturing problems.

Recommendations: The various explorations and tests are translated into specific loading criteria, settlements, dewatering requirements, seismic accelerations, footing and pavement recommendations and site coefficients.

Site observations: General description of prioritized concerns regarding site condition observed during investigation.

Maps: Graphic map with geology and faults and graphic scale included. Site maps with indexed boring log locations shall be included.

Logs: The boring logs with soil densities, blow counts, ground water elevations, moisture, soil classifications and sample locations.

Test results: Provide sieve analysis, optimum moisture plots, direct shear tests, cone penetrometer, contaminants, and other various tests that are specifically requested.

Seismic velocities: When hard rock is expected, the sound speed through rock will be measured as a of what method to determine how to excavate.

INSPECTIONS OF FABRICATORS, WOOD CONSTRUCTION, IN-SITU LOAD TESTS, SEISMIC SERVICES, AND FIRE-RESISTANT MATERIALS

All services provided for these groups shall be performed in accordance with Chapter 17 of the 2006 International Building Code, as amended by the State of Georgia, and in accordance with all applicable local, State and Federal laws, standards, and codes.

ROLE QUALIFICATIONS

Personnel employed by a Proposer shall meet the following qualification requirements and maintain the necessary certifications and registrations during the duration of the Contract for each role the personnel are identified to perform. A Proposer shall never utilize unqualified personnel for any services provided.

A Proposer shall submit the names of each person utilized for Work in a role or roles requiring the specified qualifications, along with proof of the current status of the necessary qualifications/ certifications/ registrations, as part of the Technical Proposal, and on a quarterly basis during the life of the Contract (by the first business day of January, April, July, and October).

Category of Testing and Inspection (Role)	Minimum Qualifications (refer to key In Appendix)		
	Shop Testing or Inspection	Field Testing or Inspection	Review Testing, Certification, & Lab Reports
1704.2 Inspection of Fabricators			
Pre-cast concrete	A, C, E		
Structural steel construction	C, F, G		
Wood construction	A		
Cold formed metal construction	A		
1704.3 & 1707.2 Steel Construction			
Testing of welding	G	G	
Inspection of welding	C, F	C, F	
Material verification of structural steel, High strength bolts, nuts and washers			A, C
Material verification of weld filler materials			C, F
High strength bolting, inspection of steel frame joint details		A, C	
1704.4 & 1708.3 Concrete Construction			
Reinforcing placement, cast-in-place bolts, post installed anchors concrete and shotcrete placement and curing operations		A, C, H	
Pre-stressing steel installation		A, C, D, E	
Erection of pre-cast concrete members		A, C, H	
Concrete field sampling and testing		C, J	
Verify use of required design mix		A, I, J, H, C	
Pre-stressed (pre-tensioned) concrete force application	A, C, E		
Post-tensioned concrete force application		A, C, D	
Review of in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs		A, C, D, H	
Reinforcing steel weldability, reinforcing welding, weld filler material		C, F	
Testing of welding of reinforcing steel		G	
1704.5 & 1708.1 Masonry			
Mortar joint construction, grout protection and placement, materials proportion, type/size/location of reinforcement, structural elements, anchorage, and connectors		A, C, K	
Sampling/testing of grout/mortar specimens		A, C, L, M	
Observe preparation of masonry prisms for testing of compressive strength of masonry, f'_m		A, C, K, L, M	
Inspection of welding of reinforcing steel		C, F	
Testing of welding of reinforcing steel		G	
1704.7 & 1803 Soils			
Observe site preparation, fill placement testing of compaction for compliance with the construction documents for the project		A, C, I, N	
Observe test bearing materials below shallow foundations		A, C, N,	

Category of Testing and Inspection (Role)	Minimum Qualifications (refer to key In Appendix)		
	Shop Testing or Inspection	Field Testing or Inspection	Review Testing, Certification, & Lab Reports
for ability to achieve design bearing capacity		I (Level III)	
Review compaction testing for compliance with the construction documents for the project			A
1704.6 Wood Construction			
Observe structural panel sheathing, size of framing members, nail or staple diameter and length, number of fastener lines, and spacing of fastener lines and fasteners for compliance with construction documents for the project		A	
1704.8, 1704.9 & 1808 Pile and Pier Foundations			
Observe installation		A, N	
Observe load tests		A	
1704.10 Sprayed Fire-Resistant Materials			
Observe surface conditions, application, average thickness and density of applied material, and cohesive/adhesive bond		A, C	
1704.11 Mastic and intumescent fire-resistant coatings			
Observe application compliance with AWCI 12-B		A, C	
1705, 1707 & 1708 Seismic and Wind Resistance			
Periodic inspection of fabrication, installation and/or anchorage of building systems and components		A	

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 physically tabbed, arranged and include content as described below:

Part 1 - Executive Summary, Required (2 page maximum):

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.).
- List the home office and satellite locations of the Firm and all associated locations that will be utilized regularly by the Firm (satellite offices, labs,

storage locations, etc.). Note: This information is not applicable to scoring Part 8 – Local Preference.

Failure to provide all of the applicable information for Part 1 shall cause the Proposer to be deemed “non-responsive” and the Proposer shall not be considered for award of the applicable Contract.

Part 2 – Project Plan, 30% (4 page maximum):

1. Required: Name, address, and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan should include a 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. Address the Proposer’s capability and methodology to address the scope of services for all ten library projects within the time period of the Contract. Additionally, adequacy and location of inspections personnel and testing equipment should be discussed with relation to response time for the Materials Testing and Special Inspections required at the jobsites.
3. Description of project deliverables for areas of Work applied for in the Cost Proposal.

Part 3 – Project Team Qualifications/ Qualifications of Key Personnel, 15%

1. Provide resumes for each of the key personnel proposed for this project. 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 work experience
 - Include two (2) references for each key personnel member on similar projects.
2. All proposed key personnel must have at least a minimum of three (3) years’ work experience on Materials Testing and Special Inspections.
3. The identified Project Manager must have a minimum of five (5) years’ experience in Geotechnical, Materials Testing and Special Inspections, similar to that described in this RFP.

Part 4 – Relevant Project Experience, 10%

Identify three (3) projects where the Proposer has performed Materials Testing and Special Inspection Services. 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

Part 5 – Proposer Financial Information, 5%

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

Part 6 - Availability of Key Personnel, 10%

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

Part 7- Past Performance on Previous Contracts, 5%

Provide a list of four (4) contracts performed that are similar in nature to the Work described in the RFP, with references for each contract identified. References provided will be contacted.

Part 8- Local Preference, 10%

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 of the following criteria they will utilize and provide all requested information in order to receive Local Preference points:

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.

Part 9 – Disclosure Form and Questionnaire, 5%

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, and Form D.

Part 10 – Cost, 10%

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents’ average hourly rate. The respondent with the lowest average hourly rate will receive the full 10 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate 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):

Lowest cost submitted

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:

Part 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the cost proposal.

Part 2 - Completed Cost Proposal Forms (Schedule of Fees)

The Proposer is required to provide a Schedule of Fees (form provided below).

COST PROPOSAL INSTRUCTIONS

Proposers are to submit one (1) original and five (5) copies of the sealed Cost Proposal, which shall be furnished in a separate package from the Technical Proposal. The envelope/package **must** be clearly marked on the outside as “**COST PROPOSAL – SCHEDULE OF FEES**”.

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

- a. The detailed Cost Proposal *Schedule of Fees* shall show the hourly rates or unit prices that will be charged for Work to be assigned by task or group of tasks.

Hourly rates shall include labor unit costs, multipliers, overhead, profit, and direct expenses.

The Proposer should anticipate that Work done will include any necessary meeting attendance, site Work, Work related travel, preparing reports, administration, etc.

Unit prices are all inclusive, including, but not limited to, manpower, overhead, profit, direct expenses, meetings, equipment, and vehicles.

- b. Provision of a rate or price for any position or item does not guarantee the Proposer Work utilizing that position or item.
- c. This Cost Proposal will be the basis of cost for individual or groups of tasks requested by the County, and all Work covered under the Scope of Work.
- d. When requested, the selected Firm(s) shall provide a cost estimate and receive approval from the County prior to initiating task Work.
- e. A Proposer may only fill in hourly rates on the Schedule of Fees for positions it can actually provide and unit prices for items it can actually provide. If a Proposer cannot provide some of the items and positions listed, then the Proposer is encouraged to contact the Fulton County Department of Purchasing & Contract Compliance to consider and pursue teaming opportunities with Fulton County certified vendors.
- f. Following opening of the Cost Proposal, the County may require clarifications associated with scope and cost assumptions. Clarifications shall be provided by the Proposer within twenty-four hours of written request.

-
- g. A Cost Proposal may not be withdrawn, modified, or cancelled for ninety (90) calendar days after the date of submittal. Each Proposer agrees to these conditions in submitting its Proposal.

SCHEDULE OF FEES

This form shall be completed and submitted as the *Schedule of Fees*. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope labeled “**COST PROPOSAL – SCHEDULE OF FEES**”.

All rates and prices are to be for fully qualified personnel and testing facilities and include any necessary equipment costs unless listed separately.

Position or Item of Service	Hourly Rate or Price/Unit
A. Professional Personnel Rates	
1. Principals and Chief Engineer/Consultant	_____ hour
2. Senior Engineer/Geologist/Specialist	_____ hour
3. Project Engineer/Geologist/Specialist	_____ hour
4. Staff Engineer/Geologist/Specialist	_____ hour
5. ICC Special Inspector	_____ hour
6. CADD Operator/Drafter	_____ hour
7. Technician	_____ hour
8. Clerical	_____ hour
Average hourly rate ((Sum of Items 1 to 8) ÷8) =	_____ hour (A)
Overhead (150% max. audited rate x A) _____% x A =	_____ hour (B)
Profit (10% max. x A) _____% x A =	_____ hour (C)
Average loaded hourly rate (A+B+C)	_____ hour
<u>This sum will be used in the Proposal evaluation for the Cost Proposal.</u>	↑

B. Unit Prices (required, but not evaluated for RFP selection)

Laboratory Testing-Soil

Standard Proctor ASTM D-698	_____ each
Modified Proctor ASTM D-1557	_____ each
In-Situ Density	_____ each
Soil Plasticity (Atterberg) test	_____ each
Dry Sample Sieve Analysis	_____ each
Wash Sieve Analysis	_____ each

Hydrometer Analysis	_____ each
Falling Head Permeability Test	_____ each
Constant Head Permeability Test	_____ each
Unconfined Compression Test(s) (ASTM 2166)	_____ each
Direct Shear (Shear box) Test(s)	_____ each
<u>Laboratory-Concrete</u>	
Compressive Strength testing of Grout Prisms (ASTM C109)	_____ each
Compressive Strength testing of concrete test cylinders (ASTM C39)	_____ each
<u>Laboratory-Asphalt</u>	
Density testing of cored specimen	_____ each
Specific gravity of cored specimen	_____ each
<u>Drilling</u>	
Mobilization of Truck Mounted Drill Rig	_____ each
Mobilization of ATV Mounted Drill Rig	_____ each
Standard Test Boring (0'-50')	_____ l.f.
Standard Test Boring (50'-100')	_____ l.f.
Standard Test Boring (100'+ or >50 bpf)	_____ l.f.
Additional Split Spoon Samples	_____ each
Wash Boring W/Std. Pene. (0'-50')	_____ l.f.
Wash Boring W/Std. Pene. (50'-100')	_____ l.f.
Auger Boring (0'-100')	_____ l.f.
Auger Boring (100'+)	_____ l.f.
Rock Coring (0'-50')	_____ l.f.
Rock Coring (50'-100')	_____ l.f.
Rock Core Casing	_____ l.f.
Rock Core Set-Up Charge	_____ each
Ground Penetrating Radar	_____ day

End of Schedule of Fees

3.6 SCOPE OF SERVICES TO BE PROVIDED BY OTHERS

The County will obtain services, under separate contracts, a variety of consultant resources and services including, but not limited to the following:

- CMs-at-Risk
- Architectural (A/E)
- PMT
- Environmental Consultants.
- Planning Consultants.
- Land Acquisition.
- Countywide/Enterprise IP Access Control & Video Surveillance System and Maintenance Program.

The PMT will assist the County in providing schedules, project controls, coordination of technical work, and management oversight of the Program and the selected Firm(s).

END OF SECTION

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Project Plan	30%
Project Team Qualifications/Qualifications of Key Personnel	15%
Relevant Project Experience	10%
Proposer Financial Information	5%
Availability of Key Personnel	10%
Past performance on previous contracts	5%
Local Preference	10%
Disclosure Form and Questionnaire	5%
Cost Proposal	10%
TOTAL POINTS	100%

END OF SECTION

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/Proposer

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia 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/Proposer

5.2 PROPOSAL FORMS DESCRIPTION

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

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.

Non-Collusion Affidavit of Bidder/Proposer

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.

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.

Disclosure Form and Questionnaire

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

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.

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.

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.

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 Proposer 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 Proposer is unable to certify to any of the statements in this certification, such Proposer or subcontractor shall attach an explanation to this Proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Proposer 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 Firm 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 Proposer shall provide immediate written notice to the Purchasing Agent if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Proposer 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 Proposer 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 Fulton County Manager and the Fulton County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, Firm, Contractor, subcontractor or business corporation, partnership, limited liability corporation, Firm, Contractor, subcontractor or business structured; provided, further, that any such entity

shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and Proposals;
- 4) Violation of Contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a County Contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more Contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the County as a minority business enterprise; or
 - d. Falsification of any documents.
- 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 Proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the 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 _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/PROPOSER

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 or Proposal 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 Proposer.

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 Proposal on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or Proposal for the Work.

Affiant further states that the said Proposal 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 proposer only, or if furnished to any other proposer, 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 PROPOSER 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 PROPOSER 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, Proposer 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 Proposer to submit the Proposal herein and to legally obligate the Proposer thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

FORM D: PROPOSER'S DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Proposer" 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 Proposer, including their ownership interests and their anticipated role in the management and operations of said Proposer.

2. Please describe the general development of said Proposer's business during the past five (5) years, or such shorter period of time that said Proposer has been in business.
3. Please state whether any employee, agent or representative of said Proposer 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 other 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 Proposer. 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 Proposer, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Proposer;

Circle One: YES NO

- (b) whether Proposer was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Proposer from engaging in any type of

business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

- (c) whether said Proposer's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Proposer, which directly arose from activities conducted by the business unit or corporate division of said Proposer which submitted a bid or Proposal for the subject project. If so please explain.

Circle One: YES NO

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 Proposer, member of Proposer'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 Proposal 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 Proposer'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, Proposer 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 Proposers, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/Proposal declared as non-responsive. This document must be completed and included as a part of the bid/Proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(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.

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 _____, 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 F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your Firm is awarded a 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 Firm 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 Firm 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 Firm.

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 Proposal for this project.

Signed:

Date:

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/PROPOSER

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Proposer _____ 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 _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

END OF SECTION

SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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 without regard to the race, color, gender or national origin of the ownership of any such business. 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.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the Contract.

Monitoring of EEO Policy

Upon award of a Contract with Fulton County, the successful Proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

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

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

-
1. Potential opportunities within the Scope of Work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
 2. Efforts that will be made by the Proposer to encourage and solicit minority and female business utilization in *this solicitation*.

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

Prompt Payment: The prime Contractor **must** certify in writing and **must** document 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.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (“MFBE”) have had a full and fair opportunity to compete and win subcontracts on this project. The prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the prime Contractor’s outreach efforts to identify, contact, contract with or utilize MFBEs shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County’s bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

6.4 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), 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 Proposer on its company letter head addressing the EBO Plan requirements.
 - Exhibit H – First Source Jobs Program Information, Form 2

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 3
- Equal Employment Opportunity Worksheet

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/Proposal submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any Contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of Contract entitling the Board to declare the Contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a Contract; and
- 6) That the bidder/Proposer 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 Proposal. In addition, if subcontractors will be utilized by the Proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRMS'S NAME _____

ADDRESS _____

TELEPHONE _____

This completed form is for (Check only one):

_____ Bidder/Proposer

_____ Subcontractor

Submitted by: _____

_____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the Proposer intends to subcontract any portion of this Scope of Work/service(s), this form **must be** completed and **submitted with the Proposal**. All prime Proposers **must** include Letter(s) of Intent (Exhibit D) in the bid/Proposal 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 Proposal amount that your Firm will carry out directly):

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands, and agrees to be bound by the 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 Proposal. The prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid/Proposal 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 Contractor)

(subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the Proposer **does not intend to subcontract** any portion of the Scope of Work services(s), this form **must be** completed and submitted with the Proposal.

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

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

(Description of Work)

In making this declaration, the Proposer states the following:

1. That the 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 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 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 Proposer 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 Proposal if a joint venture approach is to be undertaken.

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

1. Firms:

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

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

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

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

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

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

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

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

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20__, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
PRIME CONTRACTOR					
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)

Notary: _____ Date: _____ My Commission Expires: _____

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

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 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: _____

**FORM 3
END OF SECTION**

**SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS**

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer’s Liability Insurance \$100,000	BY ACCIDENT	EACH ACCIDENT
Employer’s Liability Insurance \$500,000	BY DISEASE	POLICY LIMIT
Employer’s Liability Insurance \$100,000	BY DISEASE	EACH EMPLOYEE

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

Bodily Injury and Property Damage Liability, (Other than Products/Completed Operations),	Each Occurrence	\$1,000,000
Products\Completed Operation	General Aggregate	\$2,000,000
Personal and Advertising Injury	Aggregate Limit	\$2,000,000
Fire Damage	Limits	\$1,000,000
	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** Each Occurrence \$1,000,000
(In excess of above noted coverages)
 - 5. **PROFESSIONAL LIABILITY** Per Claim/Aggregate \$1,000,000/\$1,000,000
(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).
Extended Reporting Period 3-5 Years

CERTIFICATES OF INSURANCE

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least forty-five (45) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as 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 in favor of Fulton County.

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

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

Such certificates and notices **must** identify the "Certificate Holder" as follows:

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

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

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

Contractor/Vendor 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.

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

**SECTION 8
SAMPLE CONTRACT**

SAMPLE CONTRACT



FULTON COUNTY

People *Vision* *Neighborhoods*
Families

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

People *Values* *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

CONTRACT DOCUMENTS FOR
REQUEST FOR PROPOSAL NO. 11RFP77841K-MH

**Geotechnical, Materials Testing and Special
Inspection Services for Eight (8) New Branch Libraries
& Two (2) Library Renovations/Expansions
For
Atlanta-Fulton Public Library System**

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 an approval signed by County's authorized representative that is 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) 730-5800
Facsimile: (404) 893-6273
Attention: Felicia Strong-Whitaker

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 and 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

CONSULTANT:

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

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

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

***[Insert Department Head Name
Insert Department Head Title]***

ADDENDA

SAMPLE CONTRACT

EXHIBIT A
GENERAL CONDITIONS

SAMPLE CONTRACT

EXHIBIT B
SPECIAL CONDITIONS

SAMPLE CONTRACT

EXHIBIT C
SCOPE OF WORK

SAMPLE CONTRACT

EXHIBIT D
PROJECT DELIVERABLES

SAMPLE CONTRACT

EXHIBIT E
COMPENSATION

SAMPLE CONTRACT

EXHIBIT F

**OFFICE OF CONTRACT COMPLIANCE
FORMS**

SAMPLE CONTRACT

EXHIBIT G

**INSURANCE AND RISK MANAGEMENT
FORMS**

SAMPLE CONTRACT

**SECTION 9
EXHIBITS**

- **Exhibit 1 – Required Submittal Checklist**

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 without cost and financials, and five (5) CD's as required in Section 3.1.2 of the RFP (Do not include financials or cost forms on the CD's).

Item #	Required Proposal Submittal Check List	Check (✓)
1	One (1) Technical Proposal marked "Original", five (5) CD's	
2	Technical Proposal: Executive Summary	
	Technical Approach/Detailed Work Plan	
	Project Team Qualifications/Qualifications of Key Personnel	
	Relevant Project Experience	
	Proposer Financial Information	
	Availability of Key Personnel Local Preference	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Financial Information (submitted in a separate sealed envelope)	
5	Purchasing Forms:	
	Form A: Certificate Regarding Debarment	
	Form B: Non-Collusion Affidavit of Bidder/Offeror	
	Form C: Certificate of Acceptance of Request Proposal requirements	
	Form D: Disclosure Form & Questionnaire	
	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
	Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror Acknowledgement of each Addendum	
6	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	
7	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	

**SECTION 10
APPENDICES**

Appendix 1 – Project Cost Estimates

Appendix 2 – RFP Groups

Appendix 3 - Category of Testing & Inspection Key

Appendix 1

Construction Cost Estimates		PHASE I: ATLANTA-FULTON PUBLIC LIBRARY PROJECTS	
Facility / Location	Construction Cost Estimates	Scope Description	Project Delivery Method
Alpharetta	\$7,063,271	New 25,000 s.f. Library	CM at Risk
East Roswell	\$4,629,152	New 15,000 s.f. Library	CM at Risk
Northwest	\$7,063,271	New 25,000 s.f. Library	CM at Risk
Stewart-Lakewood	\$7,063,271	New 25,000 s.f. Library	CM at Risk
Wolf Creek	\$7,063,271	New 25,000 s.f. Library	CM at Risk
Auburn Avenue Research Library	\$15,973,755	Major Renovation and Expansion of 50,000 s.f. branch library.	CM at Risk
Milton	\$7,063,271	New 25,000 s.f. Library	CM at Risk
Palmetto/Chattahoochee Hills	\$3,254,130	New 10,000 s.f. Library	CM at Risk
Southeast	\$4,629,152	New 15,000 s.f. Library	CM at Risk
South Fulton Addition	\$3,639,750	Major Renovation and Expansion by 10,000 s.f. of a 15,000 s.f. Library	CM at Risk

A/E and CM at Risk RFP's Released in 3 Groups



Atlanta-Fulton Public Library System – Building Program – Phase I Design & Construction Project Grouping

A/E NTP – Nov 2011*	A/E NTP – Feb 2012*	A/E NTP – June 2012*
Construction Complete - Dec 2013/early 2014*	Construction Complete March 2014*	Construction Complete Sept 2014*

***Dates based on Preliminary Schedule and Subject to Change**

Category of Testing and Inspection (Role)	Minimum Qualifications
<p>KEY:</p> <ul style="list-style-type: none"> A. Georgia Professional Engineer (GA PE) competent in the specific task area or graduate of accredited engineering/engineering technology program under the direct supervision of a GA PE. B. Georgia Registered Architect (GA RA) or graduate of accredited architecture/architecture technology program under the direction of a GA RA. C. International Code Council (ICC) Special Inspector Certification specific to the particular material and testing methodology applicable to each Category of Testing and Inspection listed in the table. D. Post-tensioning Institute (PTI) Certification, Level 2, bonded or unbonded as applicable. E. Pre-stressed Concrete Institute (PCI) Certified Inspector. F. American Welding Society (AWS) Certified Welding Inspector (CWI) or AWS Certified Associate Welding Inspector working under the direct on-site supervision of a CWI. G. American Society for Nondestructive Testing (ASNT) Level II certification, or a Level III certification if previously certified as a Level II in the particular material and testing methodology applicable to each Category of Testing and Inspection listed in the table. H. American Concrete Institute (ACI) Concrete Construction Special Inspector. I. National Institute for Certification in Engineering Technologies (NICET) Level II or higher certification specific to the particular material and testing methodology applicable to each Category of Testing and Inspection listed in the table. J. ACI Concrete Field Testing Technician with Grade 1 certification. K. Georgia Concrete and Products Association (GC&PA) – Masonry Association of Georgia (MAG) Masonry Construction Inspector Certification. L. National Concrete Masonry Association (NCMA) Concrete Masonry Testing Procedures certification. M. GC&PA – MAG Masonry Testing Technician certification. N. NICET Certified Engineering Technologist (CT). O. Other Qualified Special Inspector as approved by the Building Official. <p>Notes:</p> <ol style="list-style-type: none"> 1. <i>The Special Inspector shall meet one of the minimum qualifications listed for the applicable Category of Testing and Inspection.</i> 2. <i>Materials testing shall be done by an Approved Testing Agency meeting the requirements of IBC Section 1703 and ASTM E 329.</i> 	

END OF SECTION