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Cindy Loe, Ph.D., *Superintendent*

DATE: 20 July 2010
TO: All Offerors
FROM: FCS Capital Program Contracts Department
RE: **Request for Qualifications No. 407-11, Plan Review Services**

The Fulton County Board of Education invites you to submit qualifications for furnishing any or all professional consulting services, design, labor and materials to provide Plan Review Services for various Fulton County School System projects.

A Pre-Qualification Conference will be held on **4 August 2010 at 10:00 a.m.** at The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349.

Sealed Qualifications will be received subject to the attached terms specified in "Instructions & Conditions", at the office of the Capital Program Contracts Manager, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349. **Qualifications will be received up to 2:30 p.m. local time (as per the Capital Program Contracts Department time clock) 19 August 2010.**

Questions regarding the submittal process should be directed in writing to the Capital Program Contracts Manager via facsimile at (404) 305-2167. **Only questions received prior to 4:30 p.m. on 9 August 2010 (as per the Capital Program Contracts Department time clock) will be considered.**

Qualifications are subject to rejection if the signature page is not completed and returned on or before the qualification receipt deadline time.

QUALIFICATIONS SHALL BE SUBMITTED IN A SEALED ENVELOPE, ONE SUBMITTAL PER ENVELOPE, PLAINLY MARKED "REQUEST FOR QUALIFICATION NO. "407-11" ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF SUBMISSION. IF NOT SUBMITTING A SUBMITTAL THEN "NO BID" MUST BE INDICATED AS SUCH ALONG WITH THE RFQ NUMBER ON OUTSIDE OF ENVELOPE. FOR IDENTIFICATION PURPOSES THE FIRM'S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE AT www.fcscpccontracts.org

SOLICITATION NO. 407-11

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

PLAN REVIEW SERVICES

**FULTON COUNTY SCHOOLS
CAPITAL PROGRAM CONTRACTS DEPARTMENT
5270 NORTHFIELD BOULEVARD
COLLEGE PARK, GEORGIA 30349**

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FOR
SOLICITATION NO. 407-11

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SUBMITTAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF SUBMITALS

1. INTRODUCTION

- a. To be entitled for consideration, sealed submittals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Sealed submittals in sextuplicate (1 original and 5 copies) will be mailed or hand delivered to the office of the Capital Program Contracts Manager, 5270 Northfield Boulevard, College Park, Georgia 30349.
- c. Submittals received after the date and time specified by the time clock in the FCS Capital Program Contracts Department will not be considered.
- d. The Board of Education reserves the right to accept or reject any or all submittals and to waive minor irregularities and technicalities. The judgment of Fulton County Schools on such matters shall be final.

2. REQUEST FOR QUALIFICATION PROCESS:

This solicitation is a Request for Qualification (RFQ). The Offeror provided submittal(s) will be given an initial evaluation by a committee. The results of the initial evaluation will establish a “qualifying range.” Essentially, if a firm’s submittal does not meet Fulton County Schools’ standards of acceptance, the submittal will be dropped from the qualifying range to save time for both the Consultant and Fulton County Schools. Offerors in the qualifying range will be notified and an interview meeting will be arranged with FCS representatives. A score of seventy-five (75) must be obtained for recommendation to the Board of Education.

Results of initial evaluations and subsequent interviews with qualifying firms will be reported to the Capital Program Contracts Department. A list of recommended firms to be presented to the Fulton County Board of Education for approval. If approved by the Board and other matters (insurance, bonds, etc.) are agreed upon, the firm will become eligible for project assignment.

3. OWNER’S REPRESENTATIVE

- a. The Owner for whom Work will be executed is: Fulton County Schools, hereinafter FCS.
- b. The Owner’s Representative will be Fulton County Schools Facilities Services Department.

SUBMITTAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

4. PREPARATION OF SUBMITTALS

- a. All submittals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the submittal shall initial corrections in ink.
- b. By submitting a submittal, the firm warrants that any services provided to FCS will meet or exceed the specifications set forth in this solicitation except as may be otherwise noted in the firm's exceptions.
- c. An authorized officer of the firm shall sign all submittals.

5. ADDENDA

Offerors are notified that they must thoroughly examine submittal documents, which include, Cover Sheet, Table of Contents, Submittal Conditions, Specifications, Request for Qualification and Submittal's Checklist, together with Addenda thereto issued prior to FCS receipt of submittals.

Any Addenda issued in writing during the time of solicitation shall be included in the submittal, and each will be incorporated in any subsequent Contract.

If any person or firm contemplates submitting a submittal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request to the Capital Program Contracts Department for interpretation. This must be submitted in writing not-less-than ten (10) days prior to the submittal due date or within five (5) days after the pre-qualification conference – whichever date is later – and addressed to the Capital Program Contracts Department.

Interpretations of Submittal Documents will be made by Addenda only. Copies of all addenda will be posted on the Capital Program Contracts Department Web Site www.fcscpcontracts.org for all firms who have obtained a set of Submittal Documents from the Capital Program Contracts Department to use in the preparation of submittals. The Fulton County Schools will not be responsible for any other interpretations or explanations.

No oral interpretations will be made to Offerors as to the meaning of Submittal Documents. Requests for such interpretations shall be made in writing to the Capital Program Contracts Department. Failure on the part of the Offeror to do so shall not relieve them of the obligation to execute such Work in accordance with a later interpretation by the Fulton County Schools. All interpretations made to the Offerors shall be made to the form of addenda to the Submittal Documents and sent to all Offerors.

SUBMITTAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

6. WITHDRAWAL OF SUBMITTALS

A submittal cannot be withdrawn after it is delivered to FCS, unless Offeror makes a request in writing to FCS prior to the time set for receiving submittals, or unless the FCS fails to accept or reject the submittal within ninety (90) days after the date fixed for receiving said submittal.

7. ADDITIONAL TERMS

FCS shall not be bound by any terms and conditions included in any Offeror's technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the FCS purchase order related to this solicitation or any subsequent Agreement with the Fulton County Board of Education. If the Offeror objects to any term or condition that shall relate to an Agreement resulting from this solicitation, the objection shall be clearly stated on a separate page entitled "Objection to Term or Condition" and placed in the submittal immediately after the executive summary.

If FCS accepts the objection it will be stated in the purchase order or subsequent Agreement. If not stated in the purchase order or Agreement, the terms and conditions shall remain as written in the solicitation.

8. COMPLIANCE WITH LAWS

All property or services furnished in an Agreement resulting from this solicitation shall comply with all applicable Federal, State and Local laws, codes and regulations.

9. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to submittal due date. Other protests shall be filed not later than three (3) working days after proposal due date, or if the protest is based on subsequent action of the FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. Protests are considered filed when received by the Capital Program Contracts Manager. Protests that are not filed in a timely manner, as set forth above, will not be considered.

10. PURCHASING POLICY

The FCS Purchasing Policy and Procedures are incorporated into this solicitation (and, therefore, into any Agreement executed as the result of this solicitation) by reference. By participation in this solicitation, an Offeror, potential Offeror or firm agrees to be bound by the FCS Purchasing Policy and Procedures in any issue or action related to this solicitation or subsequent Agreement resulting from this solicitation.

SUBMITTAL CONDITIONS

SECTION II – CONTRACT AWARD

1. FORM OF AGREEMENT

The forms of Agreement are shown in Appendix I and Appendix II of this solicitation.

2. EXECUTED AGREEMENT

An Agreement will be executed with the responsible Offeror whose submittal is determined to be the most advantageous and is of best value to Fulton County Schools. Submittals will be evaluated on a combination of factors. (see the RFQ portion of this solicitation for weighted evaluation factors).

3. CONFLICTS IN TERMS AND CONDITIONS

In a conflict between terms and conditions in any document that will be part of the Agreement, the more stringent term or condition shall govern.

4. OFFEROR'S APPLICATION FORM

In order to register your company with Fulton County Schools' vendor database, each Engineer will need to go to the FCS Capital Program Contracts Department website on the World Wide Web at www.fcscpcontracts.org and complete the vendor application.

SUBMITTAL CONDITIONS

SECTION III – OTHER

1. NONDISCRIMINATION

The Offeror, by the submission of a proposal or the acceptance of an order or contract, does agree in providing the goods and services covered under the proposal or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status

2. FCS NONDISCRIMINATION

The Fulton County School System does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected status in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of FCS to assure that Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in FCS Contracting requirements.

4. DRUG-FREE WORKPLACE

By submission of a submittal, the Offeror certifies that it will not engage in the unlawful manufacture, sale distribution, dispensation, possession or use of a controlled substance or drug during the performance of the Agreement and that a drug-free workplace will be provided for the Offeror's employees during the performance of the Agreement. The Offeror also certifies that he will secure from any sub-consultant who works on the Offeror, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of Agreement or disqualification of such Offeror to participate in any future FCS projects.

5. CERTIFICATION OF NONCOLLUSION

By submitting a submittal the Offeror certifies: "that this submittal is made without prior understanding, agreement or connection with any corporation firm or person submitting a submittal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud and that collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences and civil damage awards."

SUBMITTAL CONDITIONS

SECTION III – OTHER

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the submittal shall be abided by and that the person signing this submittal is authorized to sign the submittal for the Offeror.

7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all submittals are rejected, there shall be no liability on the part of FCS for any costs incurred by Offerors or potential Offerors in relation to the solicitation.

8. RIGHTS AND REMEDIES

The rights and remedies of FCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law.

ADDITIONAL CONDITIONS

1. CONTRACT TYPE

The type of Contract shall be General lump sum.

2. CONTRACT FORM

The form of Contract for projects will be a Purchase Order.

3. CONTRACT TIME FRAMES

The Contract period shall be established with the assignment of project.

4. ASSIGNMENT OF PROJECT

Projects will be assigned on an as needed basis.

5. QUALIFICATION PERIOD

The list of qualified firms will remain current for up to five (5) years. The five years shall consist of a base period of one year, and four (4) one year option periods. The exercise of any option to use the list during any option year shall be at the sole and absolute discretion of FCS. In addition, FCS may decline to exercise any option (and therefore, any subsequent option periods, if any), by issuing a new solicitation for additional qualified plan review services firms, thereby terminating the then-current approved list.

6. OTHER PROCEDURES

a) CONSUMER PRICE INDEX CLAUSE

The CPI for "*wage earners and clerical workers, second column reading*, percent change, monthly, year, group" all items (1982-84-100) will be used for the month the contract is renewed, i.e., renewal month of **September, 2011 will use the CPI index showing the percent change from September 2011 to September 2012**. Each successive option will be treated in the same manner. With the delay of appropriate data available upon extension of the contract, the increase/decrease in payment will not be made for the second year of the contract until the Consumer Price Index is published and received by the Capital Program Contracts Manager for the month required to complete the price.

7. OWNER'S REPRESENTATIVE

The Owner Representative for the Fulton County Schools Program Management Department will be responsible for the day-to-day administration of the Contract. The Owner Representative will be the Facilities Services Department.

ADDITIONAL CONDITIONS

8. RECEIPT OF ADDENDUM CLAUSE

Offerors are encouraged to view the FCS Capital Program Contracts Department website prior to submission date to determine if any addendum has been issued which they have not received. Addenda issued to solicitations will be available at the FCS Capital Program Contracts web site located at www.fcscpcontracts.org. However, FCS Capital Program Contracts Department shall not bear responsibility for receipt of addenda by mail.

9. SUBMITTALS

Bidders/Offerors are responsible for submitting bids/offers/submittals so as to reach the FCS Capital Program Contracts office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the bidder/offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Fulton County Schools shall not be responsible for the premature opening of a bid/proposal not properly addressed and identified, and/or delivered to the incorrect destination.

REQUEST FOR QUALIFICATION

1. PURPOSE

Fulton County Schools (FCS) is soliciting to qualify firms for professional services to provide support as needed for Plan Review Services:

To qualify for consideration and be selected as a qualified professional services company the firm shall possess and be prepared to provide expertise, resources, and personnel experienced in performing these services.

2. SCOPE OF WORK

- a. Provide services for various projects such as new school projects, building additions and numerous small renovation projects.
- b. Perform plan review before construction begins.
- c. Determine if the architectural and construction plans of the building or other structure comply with the Uniform Codes Act of Title 8 of the Official Code of Georgia Annotated, O.C.G.A. Section 8-2-20(9) (B) and Georgia amendments to the base code. The “state minimum standard codes” are as follows:

- Building
- Plumbing
- Fire
- Plumbing
- Mechanical
- Gas
- Electrical
- Energy
- Structural
- Accessibility
- Existing Building
- Other Local Ordinances, Policies, Procedures
- Local municipalities codes and ordinances in the metropolitan Atlanta area served by Fulton County Schools

REQUEST FOR QUALIFICATION

3. QUALIFICATIONS

The selected firms shall possess:

- a. The ability, experience, and reputation for quality service necessary to provide plan review services in compliance with Georgia Uniform Construction Code
- b. The ability to work in full cooperation with Fulton County Schools and/or its designees.
- c. Necessary skills to provide services including plan review, assessment studies, structural analyses, regulatory permitting, design, specifications, cost estimating, as well as develop plan review, and other authorized special services appropriate to specific FCS needs.
- d. All the necessary licenses and certificates.
- e. Detailed knowledge of the latest applicable codes and regulations (local, state and federal).
- f. Ability to provide a quick turnaround time on services (less than 10 days, 1st review, 5 days for reviews thereafter).
- g. Ability to provide plan review services with a two-day advance notice from the FCS.
- h. Up-to-date knowledge of all current and upcoming codes.
- i. Capability to directly meet or discuss projects with the FCS Owner representative or his designee.
- j. Experience in the field for which they are submitting a proposal.
- k. Availability to address concerns and discuss plan review corrections with FCS Owner representative or his designee.

4. PLAN REVIEW DESIGN PHASE REQUIREMENTS

The plan review consultant shall have continuous involvement throughout the entire pre-construction phase of the project to insure that various projects such as new school projects, building additions and numerous small renovation projects meet local, state, and federal guidelines before construction permits are issued.

- a. The firm shall ensure structural soundness of building plans, reliability of fire prevention and suppressions systems, plumbing and mechanical systems.
- b. The firm shall provide a multi-disciplinary examination of proposed construction documents - independent from design professionals - that identifies design deficiencies, improves constructability, minimizes liability and expedites the building department's review process.
- c. The firm shall provide final report upon completion of plan review including code deficiencies.

5. PROJECT ASSIGNMENT

A list of qualified contractors will be established from this document. Projects will be assigned by rotating contractors on the list.

REQUEST FOR QUALIFICATION

1. EVALUATION AND SELECTION PROCESS

The services being sought under this RFQ are considered to be professional in nature. Consequently, the evaluation of the submittals shall be based upon consideration of the demonstrated qualifications and capabilities of the qualified firms, which shall result in an award that is in the best interest of FCS.

2. AGREEMENT ASSIGNMENTS

Projects will be awarded at later dates. Assignment of projects and Board approvals, will take place as projects come on-line.

1. THE SUBMITTAL

A. Offeror's Responsibility:

It shall be the responsibility of the selected firm(s) to meet all specifications and guidelines set forth herein. No submittal will be considered that does not provide a serious and reasonable response to the solicitation. Each submittal will be evaluated in its entirety. Submittals will be evaluated on a combination of factors. In descending order of importance, the evaluation factors are: (1) technical capability and (2) business stability.

B. Oral Interview:

FCS may require qualified Offerors to participate in a detailed oral interview to fully discuss their submittal and to answer questions posed by FCS Representatives. A final selection may be based upon the evaluation of both the written and oral responses of each Offeror.

C. Submission of Submittal:

Submittals shall be submitted in two sections: (1) technical capability; and (2) business stability. Six (6) copies of the submittal shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of services the Offeror may choose to submit; however, the concept shall be placed within the framework of the two sections.

D. Basis for Selection

Submittals will be evaluated on a combination of factors. In descending order of importance, the evaluation factors are technical capability and business stability.

REQUEST FOR QUALIFICATION

E. Preparing the Submittal

Begin each section and subsection on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped "proprietary." It is not acceptable to label the entire submittal as confidential and proprietary.

Submittals shall contain the following minimum information and be organized in the format indicated:

1. Cover Sheet

Titled: Fulton County Board of Education
Request for Qualification Number 407-11
Plan Review Services
Submitted by: Name of company

2. General Information Page

- a. Name of firm:
- b. Names of Principals of the firm:
- c. Type of Organization (Individual, Partnership, Corporation, Joint Venture, etc.):
- d. Names and titles of individuals authorized to bind this firm in contracted agreements.

3. Detail Information Sheet(s)

- a. Name of firm:
- b. Office Address:
- c. Mailing Address:
- d. Telephone Number:
Fax Number:
E-mail Address and/or web site:

REQUEST FOR QUALIFICATION

- e. Number of staff employed full time:
 - 1. Architects
 - 2. Electrical Engineers
 - 3. Mechanical Engineers
 - 4. Structural Engineers
 - 5. Draftsman
 - 6. Clerical/Secretarial
 - 7. Other (identify)

- f. Number of registered professionals.

- g. List the consulting firms which are expected to be used on school projects.

- h. List any projects performed for Fulton County Schools and/or other similar school systems or organizations the same size. Provide the following information for each project listed:
 - 1. Type of Project (New, Addition, Renovation);
 - 2. Construction Cost (Total cost and cost/sf);
 - 3. Consultant's fee(s) for plan review services;
 - 4. Length of Construction (Months);
 - 5. Specific employees of firm who participated and in what capacity.

- i. Attach a copy of your current standard Form 254.

F. Executive Summary

An executive summary of not more than two (2) pages stating the firm's interest and proposed commitment to the FCS building program shall precede the specific required sections.

REQUEST FOR QUALIFICATION

G. Sections

Section I - Technical Capabilities

1. Methodologies:

In this section, the Offeror shall describe in detail the methodology and procedures that are to be used to accomplish the requirements of this RFQ. This should include all planning, project coordination, field procedure, costing and project techniques. Provide an outline of the organization that will be employed. The organization outline should clearly describe the numbers and professional category of personnel to be employed, the chain of command of the organization (including the names of key personnel), and any other details that will aid in understanding how an assigned project, whether large or small, is proposed to be accomplished. The capability of the Offeror to provide Plan Review Services in an efficient and timely manner shall be clearly described in this section.

This section shall also include the specifics as to the equipment that will be used and any other information that will assist in the understanding of what the Offeror proposes to do and provide. Describe the office automation programs/equipment and communications tools utilized by your firm in support of Plan Review Services.

2. Capabilities:

- a. Details of Offeror's current and past experience in providing Plan Review Services so as to demonstrate appropriate expertise in these areas.
- b. Resumes outlining the qualification of each key staff member who will be assigned to FCS projects. The resumes shall include the individual's educational background, professional category (including certifications, licenses, etc.) and relevant work experience, including similar major project participation.
- c. Description of Offeror's ability to administer the program operation locally and to assign the necessary support staff.
- d. Demonstrate ability to provide Plan Review Services to a school system of FCS' size.
- e. Describe any auxiliary or related services normally provided by the Offeror using in-house resources which may augment the proposed services and prove advantageous to Fulton County Schools. The Offeror must provide sufficient detail and evidence to show proficiency and experience in the provision of these services, as well as a detailed indication of how these services are to be provided or performed.

REQUEST FOR QUALIFICATION

2. Capabilities continued:

- f. Describe other resources or Plan Review Services that the firm can make available to Fulton County Schools. Such services must be currently provided by the Offeror to other clients and resources must belong to the Offeror. Other resources may include work management systems, inventory control and energy management.
- g. Describe your firm's experience in securing local and state permits for school construction or similar programs. Include details regarding the securing of building permits, drawing approvals, and any other permits related to school construction or similar projects in Fulton County.
- h. Describe in detail why FCS should enter into an Agreement with your firm. What strengths would cause an Owner to select your firm over others?
- i. Explain in detail how your firm shall before construction begins, determine whether the architectural and construction plans of the building or other structure comply with the Uniform Codes Act of Title 8 of the Official Code of Georgia Annotated, O.C.G.A. Section 8-2-20(9) (B) and Georgia amendments to the base code. The “state minimum standard codes” are as follows:
 - Building
 - Plumbing
 - Fire
 - Plumbing
 - Mechanical
 - Gas
 - Electrical
 - Energy
 - Structural
 - Accessibility
 - Existing Building
 - Other Local Ordinances, Policies, Procedures
 - Local municipalities codes and ordinances in the metropolitan Atlanta area served by Fulton County Schools
- j. Provide and explain in detail all fees for the various proposed Plan Review Services.
- k. Describe in detail the final report in form and content including how code deficiencies will be documented.

REQUEST FOR QUALIFICATION

Section II - Business Stability

1. **History and Organizational Structure of the Firm** - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with FCS for negotiations and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when.
2. **Financial Status** - Describe the financial status of the firm; include the financial statements (income statements and balance sheets) for the past two accounting years.
3. **References** - Identify projects completed within the last five (5) years, or similar multi facility programs. Provide the following information for each project listed:
 - a. Name of Company/Other Program:
 - b. Name/Title of Contact Person:
 - c. Mailing Address:
 - d. Telephone Number:
 - e. Type of Project:
 - f. Construction Cost (Total cost and cost/sf):
 - g. Consultant's fee(s) for plan review services;
 - h. Length of Construction (Months):
 - i. Specific employees of firm who participated and in what capacity:
4. **Sub-consultants** - Indicate the names and addresses and degree of utilization of any and all sub consultants, which would be used in the performance of an FCS project.
5. **Previous Default** - Indicate if you have ever been defaulted on an Agreement or been denied participation due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please explain.

REQUEST FOR QUALIFICATION

All questions and/or correspondence during the proposal process shall be directed in writing to the Capital Program Contracts Manager.

During the period of solicitation, submittal and evaluation, no Offeror shall contact any member or employee of FCS concerning the solicitation. Such action could result in the Offeror being removed from further consideration in this solicitation.

REQUEST FOR SEALED SUBMITTAL

DATE: _____

TIME: _____

QUALIFICATION NO.: _____

NAME OF COMPANY: _____

The Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

Gentlemen:

Having carefully examined the submittal Conditions and Specifications entitled “PLAN REVIEW SERVICES“ for the performance of subject work all dated, and the Addendum(s) _____, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

The Submitter’s Checklist has been complied with, is completed, and is enclosed with this proposal.

A. COMMITMENT TO PERFORM AS PROPOSED – RFQ No. 407-11

Respectfully Submitted,

Name of Company

Address of Company

E-Mail Address

Business Telephone Number

Fax Number

Printed Name and Title

Signature

Date

The full names and addresses of persons and firms interested in the foregoing submittals as principals are as follows:

The legal name of the proposer is:

OFFEROR'S CHECKLIST

PROJECT: _____

RFQ NO.: _____

- We have acknowledged receipt of addendum(s) received.
- Six (6) copies (1-original and 5-copies) of all information requested have been provided.
- The submittal has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this submittal that would have the submittal declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.

COMPANY NAME

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

(COMPANY FEDERAL ID NUMBER)

(COMPANY E-MAIL ADDRESS)

**READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE
SUBMITTAL**

RETURN WITH SUBMITTAL

It is the policy of the Fulton County School System not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program or any other program, activity or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity or service, contact Compliance Coordinator Randy Reece, 786 Cleveland Avenue, SW, Atlanta, Georgia 30315, or phone (404) 763-4585. TTY 1-800-255-0135.

**EXHIBIT A
SCHEDULE OF FEES**

PUT IN SPECIALTY TITLES ETC. THE BELOW INFORMATION is to be used solely as a sample. DELETE WHAT DOES NOT APPLY AND USE AS MUCH AS POSSIBLE!!!!

SCHEDULE OF FEES

I. PROFESSIONAL SERVICES

- ◆ Principal Engineer/Project Manager\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour

- ◆ Project Engineer\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour

- ◆ Staff Engineer.....\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour

- ◆ Engineering Aide.....\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour

II. TECHNICAL SERVICES (CONSTRUCTION/FIELD QA/QC)

- ◆ Field Engineer/Geologist/Senior Engineer Aide\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour

- ◆ Level IV Engineering Technician.....\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour

- ◆ Level III Engineering Technician\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour

- ◆ Level II Engineering Technician.....\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour
- ◆ _____\$ _____ per hour

SCHEDULE OF FEES

◆ Level I Engineering Technician	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ Fireproofing Technician	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ CWI (4 hr. minimum)	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ Level II ASNT Inspector (4 hr. minimum)	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ Roof Observer.....	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ Senior Roofing Technician.....	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ NPDES Inspector.....	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ IBC Special Inspector (masonry, reinforcing steel).....	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour
◆ _____	\$ _____	per hour

SCHEDULE OF FEES

- ◆ IBC Special Inspector (fireproofing, steel).....\$_____ per hour
- ◆ _____.....\$_____ per hour
- ◆ _____.....\$_____ per hour
- ◆ _____.....\$_____ per hour

III. SUPPORT SERVICES

- ◆ CADD Draftsman.....\$_____ per hour
- ◆ _____.....\$_____ per hour
- ◆ _____.....\$_____ per hour
- ◆ _____.....\$_____ per hour

- ◆ Word Processor/Secretary\$_____ per hour
- ◆ _____.....\$_____ per hour
- ◆ _____.....\$_____ per hour
- ◆ _____.....\$_____ per hour

IV. MISCELLANEOUS EXPENSES

- ◆ Commercial Travel..... at Cost plus ___%
- ◆ _____..... at Cost plus ___%
- ◆ _____..... at Cost plus ___%
- ◆ _____..... at Cost plus ___%

- ◆ Field Personnel Per Diem (outside metro Atlanta only).....\$_____ per person/day
- ◆ _____.....\$_____ per person/day
- ◆ _____.....\$_____ per person/day
- ◆ _____.....\$_____ per person/day

- ◆ Automobile Travel (non rental) \$ per FCS mile avg. rate

- ◆ Bit Surcharge (for asphalt & concrete coring).....\$_____ /inch drilled/inch diameter
- ◆ _____.....\$_____ /inch drilled/inch diameter
- ◆ _____.....\$_____ /inch drilled/inch diameter
- ◆ _____.....\$_____ /inch drilled/inch diameter

V. SUBCONTRACTORS

- ◆ **Various Subcontract Fees** at Cost plus ___%
- ◆ _____..... at Cost plus ___%
- ◆ _____..... at Cost plus ___%
- ◆ _____..... at Cost plus ___%

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

DRAFT
Professional Services Agreement

THIS AGREEMENT is entered into between _____ hereinafter referred to as the “CONSULTANT”, and the FULTON COUNTY BOARD OF EDUCATION, hereinafter referred to as the “Board” or the “OWNER.” This Agreement (the “Agreement”) shall be governed by the laws of the State of Georgia.

WHEREAS the OWNER is authorized to contract with an independent Contractor specially trained to perform special services required; and WHEREAS the CONSULTANT is specially trained and experienced and competent to perform the special services pursuant to this Agreement, the parties hereto agree as follows:

1. The CONSULTANT’s Scope of Services stated in **EXHIBIT A**, attached to and made a part of this Agreement, which includes a detailed description of the services to be performed and/or tasks to be accomplished.
2. The cost components that together constitute the Fee and Payment Schedule are stated in **EXHIBIT B** attached to and made a part of this Agreement.
3. The Terms and Conditions governing this Professional Services Agreement are stated in **EXHIBIT C**.
4. The insurance requirements are stated in **EXHIBIT D**, attached to and made a part of this Agreement.
5. The term of this Agreement shall begin on receipt of a fully executed Agreement and shall expire on **[DATE]**. Subject to Board approval, and at the option of Fulton County Schools, the term of this Agreement may be extended in one year terms.
6. The OWNER agrees to pay the CONSULTANT for services satisfactorily rendered in an amount not to exceed \$XXX,XXX.xx.
7. The OWNER shall order CONSULTANT services on an as needed, project to project basis. Each order shall include a description of services to be provided. The CONSULTANT shall submit a not to exceed lump sum price for services based on its rates provided in **EXHIBIT B**, along with an estimate for expected reimbursable cost.
8. The OWNER has retained the services of a PROGRAM MANAGER as stated in **EXHIBIT E**. The PROGRAM MANAGER is the OWNER’s Agent for managing the Construction Contract and the CONSULTANT Agreement.

This Agreement, the Request for Proposal, Proposal, Best and Final Offer and any Exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.

WITNESS the parties hereto:

The CONSULTANT represents it has the background, knowledge, licensing, experience and expertise necessary to provide professional services set forth in this Agreement.

CONSULTANT

(Name of Firm)

By: _____ Title: _____
(Print Name) (Print Title)

I understand that this Agreement is not valid and no payment is authorized for services if the above representations are incorrect. I understand that this Agreement is not valid and no payment is authorized for services until this document has been signed by the authorized signatory of the OWNER and ratified by the Board of Education.

Signed _____ Date _____

Georgia License Number # _____ Federal Tax I.D. # _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

FULTON COUNTY BOARD OF EDUCATION

By _____ Date _____
Linda Bryant, President

Cindy Loe, Secretary Date _____

Exhibit A
SCOPE OF SERVICES
Professional Services Agreement

The specific elements (scope of work) of this service include:

PLAN REVIEW:

Examination of construction design documents to insure conformity to regulatory requirements regarding architectural, structural, mechanical, plumbing designs, ventilation, energy, fire-resistance, structural design, life safety, barrier-free accessibility, hazardous materials mitigation, energy conservation, and indoor air quality and fire codes or other structure comply with the Uniform Codes Act of Title 8 of the Official Code of Georgia Annotated, O.C.G.A. Section 8-2-20(9) (B) and Georgia amendments to the base code. Including Other Local Ordinances, Policies, Procedures Local municipalities codes and ordinances in the metropolitan Atlanta area served by Fulton County Schools.

- Review of Construction plans and other related documents for compliance with the following codes:
 - Building
 - Plumbing
 - Fire
 - Plumbing
 - Mechanical
 - Gas
 - Electrical
 - Energy
 - Structural
 - Accessibility
 - Existing Building
 - Other Local Ordinances, Policies, Procedures
 - Local municipalities codes and ordinances in the metropolitan Atlanta area served by Fulton County Schools

The plan review services provided shall include:

- a. The ability, experience, and reputation for quality service necessary to provide plan review services in compliance with Georgia Uniform Construction Code
- b. The ability to work in full cooperation with Fulton County Schools and/or its designees.
- c. Necessary skills to provide services including plan review, assessment studies, structural analyses, regulatory permitting, design, specifications, cost estimating, as well as develop plan review, and other authorized special services appropriate to specific FCS needs.
- d. All the necessary licenses and certificates.
- e. Detailed knowledge of the latest applicable codes and regulations (local, state and federal).

Exhibit A
SCOPE OF SERVICES
Professional Services Agreement

The specific elements (scope of work) of this service include: continued

PLAN REVIEW:

The plan review services provided shall include: continued

- f. Ability to provide a quick turnaround time on services (less than 10 days, 1st review, 5 days for reviews thereafter).
- g. Ability to provide plan review services with a two-day advance notice from the FCS.
- h. Up-to-date knowledge of all current and upcoming codes.
- i. Capability to directly meet or discuss projects with the FCS Owner representative or his designee.
- j. Experience in the field for which they are submitting a proposal.
- k. Availability to address concerns and discuss plan review corrections with FCS Owner representative or his designee.

Exhibit B
FEE AND PAYMENT SCHEDULE
Professional Services Agreement

OWNER agrees to pay for the services and materials to be furnished by CONSULTANT as provided by this Agreement. Payment in arrears shall be made upon CONSULTANT's completion of services required by this Agreement to the satisfaction of the OWNER and upon CONSULTANT's submission of billings as shall be prescribed by OWNER.

A. Fee:

The fee for this Agreement is based upon hourly rates with a not-to exceed total amount. The billing rates for the services are as follows:

EXHIBIT A of RFQ 407-11 to be Inserted by FCS upon completion

B. Reimbursable Expenses:

In addition to the fee, the OWNER will reimburse mileage expenditures. Claims for mileage shall reflect actual expenditures made by the CONSULTANT and documented by appropriate billing and supporting receipts. The rate for mileage charges shall be determined by the Fulton County School System Expense Reimbursements Procedure which shall be supplied to CONSULTANT upon request to OWNER.

C. Total Agreement Value:

The total amount to be expended under this Agreement shall not exceed \$XXXXXXXX

Exhibit C
TERMS AND CONDITIONS
Professional Services Agreement

- 1. Approval.** This Agreement is not valid and no payment is authorized hereunder for services prior to approval of the Agreement by the OWNER's Board of Education.
- 2. Mileage.** Reimbursements shall be documented on an Expense Report form indicating mileage from point of origin to final destination, date of trip and purpose of travel. Form shall be signed by employee and approved by supervisor. CONSULTANT invoices for mileage reimbursement shall have Expense Report forms attached.
- 3. Invoices.** Invoices must be signed and submitted by the CONSULTANT no less frequently than monthly on OWNER Invoice Form A (Exhibit F). Invoices shall itemize services rendered showing date(s), rate or other basis for payment. Additional documentation shall be furnished by the CONSULTANT to OWNER upon request. No payment to the CONSULTANT shall be deemed an acceptance of Work not completed in accordance with this Agreement. The OWNER may withhold from payment to CONSULTANT any amounts in dispute and CONSULTANT shall continue performance of its services pending final determination of disputes relating to such withholding.
- 4. Time for Payments.** Payments of undisputed sums due shall be made by OWNER within thirty (30) days after receipt by OWNER of an Invoice for Payment that has been properly and timely prepared and submitted in accordance with this Agreement.
- 5. Evaluation.** The CONSULTANT acknowledges that its services may be evaluated by the OWNER from time to time to determine CONSULTANT's on-going performance. The CONSULTANT agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the OWNER for evaluation purposes.
- 6. Independent Contractor.** While engaged in performance of this Agreement, the CONSULTANT is an independent contractor and is not an officer, agent, or employee of the OWNER. CONSULTANT is not entitled to benefits of any kind to which OWNER employees are entitled, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. CONSULTANT assumes full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to performance of this Agreement. CONSULTANT assumes full responsibility for workers' compensation insurance and payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes with respect to CONSULTANT and CONSULTANT's employees.
- 7. Standard of Performance** – All services performed in connection with this Agreement shall be performed in compliance with standards of care applicable to services of the type, scope and complexity assigned to the CONSULTANT and in compliance with all applicable laws and codes, including without limitation Georgia licensing laws and lawful orders of governmental authorities.
- 8. Conflict of Interest.** CONSULTANT represents that CONSULTANT has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or

employed by CONSULTANT. CONSULTANT shall not conduct or solicit any non-OWNER business while on OWNER property or time.

CONSULTANT will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the OWNER prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

CONSULTANT warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of OWNER any cash or non-cash gratuity or payment with view toward securing any business from OWNER or influencing such person with respect to the conditions, or performance of any Agreements with or orders from OWNER, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between OWNER and CONSULTANT.

Should a conflict of interest issue arise, CONSULTANT agrees to fully cooperate in any inquiry and to provide the OWNER with all documents or other information reasonably necessary to enable the OWNER to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the OWNER may have.

- 9. Final Payment and Release of Claims.** The CONSULTANT's acceptance of final payment by the OWNER hereunder shall constitute a release of all claims by the CONSULTANT not identified to date against the OWNER related to the performance of services or payment therefore.
- 10. Intellectual Property.** CONSULTANT warrants that all work produced hereunder, whether in written or electronic form shall be the original work of CONSULTANT unless otherwise expressly stated in writing. CONSULTANT hereby grants to the OWNER a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to such work for all uses in any medium.
- 11. Equal Opportunity Employment.** It is the policy of the OWNER that, in connection with all work performed under OWNER Agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition, and therefore the CONSULTANT agrees to comply with applicable Federal and State laws. In addition, the CONSULTANT agrees to require like compliance by all Subconsultants, if any, employed on the Work.
- 12. Indemnity.** CONSULTANT will defend, indemnify, and hold the Fulton County Board of Education and Fulton County Schools, the OWNER, their officers, employees, agents, and representatives under the direct control of the OWNER harmless from all claims, causes and allegations (whether threatened or pending), costs, fees and expenses (including attorneys' fees), awards, judgments, damages, losses and liabilities to the extent arising out of or relating to CONSULTANT's negligent performance of services hereunder.
- 13. Assignments.** Neither the performance of this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other. CONSULTANT shall not subcontract any services hereunder without the prior written approval of the OWNER. All subcontracted services, once approved, shall be billed by CONSULTANT to the OWNER at direct cost with no additional fees or markup.

14. Licensing The CONSULTANT shall comply with all applicable laws and regulations governing the CONSULTANT's performance of services hereunder, and shall at OWNER's request provide evidence of such compliance satisfactory to OWNER.

15. Failure to provide prompt, efficient and thorough service. If the OWNER deems the CONSULTANT is failing to perform or provide prompt, efficient service or otherwise fails to comply with the terms of this Agreement or fails to complete the services stipulated in *Exhibit A* with the time limits provided herein, the OWNER shall have the right to terminate or cancel this Agreement, take possession of any items related to this Project and/or Work and proceed in accordance with the provisions below governing suspension or termination of Agreement.

16. Suspension or Termination of Agreement

- a) Termination for Default .This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- b) Termination for Convenience .The OWNER may terminate all or part of this Agreement for the OWNER's convenience, and without cause, upon not less than ten (10) days written notice to the CONSULTANT, in which case the OWNER will pay the CONSULTANT for services rendered and expenses incurred, under the term of this Agreement, through the date of termination. If the CONSULTANT's services are suspended for more than ninety (90) consecutive days, the CONSULTANT may terminate this Agreement by giving not less than seven (7) days' written notice.
- d) Termination Payments -The payments, if any, made to CONSULTANT pursuant to this Section shall be CONSULTANT's sole and exclusive compensation and OWNER shall have no liability to CONSULTANT for any other compensation or damages, including without limitation anticipated profit, perspective losses, or consequential damages of any kind.
- e) Work Product - Any provision to the contrary in this Agreement notwithstanding no payment shall be due the CONSULTANT following termination of this Agreement until the CONSULTANT provides the OWNER with all documents, materials and work produced to date under this Agreement.

17. Governing Law and Severability. The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of Georgia. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. However, if any provision of this Agreement shall be held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

18. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement and approved as required by Georgia law and OWNER policy.

19. Right to Audit. The CONSULTANT shall maintain complete and accurate books and records with

respect to services, costs, expenses, receipts and other information necessary to verify the scope or charges for any services provided under this Agreement. The CONSULTANT understands and agrees that the OWNER has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this Agreement, whether such records were prepared by the CONSULTANT or anyone else associated with the Work. At any time prior to the date which is four (4) years following final payment under this Agreement, the CONSULTANT shall provide the OWNER, at the OWNER's reasonable expense, a copy of all such records within ten (10) business days of a written request from the OWNER. At any time prior to the date which is four (4) years following final payment under the Agreement, the OWNER's rights shall also include access at reasonable times to the CONSULTANT's facilities for the purpose of interviewing employees and inspecting and copying (at the OWNER's reasonable expense) such books, records, accounts and other material which may be relevant to a matter under investigation. The CONSULTANT shall, at no cost to the OWNER, furnish reasonable facilities and assistance for such review and audit. The CONSULTANT's failure to provide records or access within the time requested shall preclude the CONSULTANT from receiving any payment due under the Agreement until such documents are provided and shall preclude the CONSULTANT from receiving any reimbursement from OWNER of any such copying charges. The CONSULTANT agrees to maintain such records for a period of four (4) years following final payment under the Agreement.

- a) Reimbursement To the extent that an audit by Owner, Owner's independent auditors, or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Agreement by the CONSULTANT, CONSULTANT agrees to remit the amount of the overpayment to the Owner within thirty (30) days after demand.

21. Cost Principles. The CONSULTANT agrees that the Agreement Cost Principles and Procedures, 48 CFR Federal Acquisition Regulations Systems, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost. The CONSULTANT also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31 Ct seq., or 49 CFR, Part 18, shall be repaid to the OWNER by the CONSULTANT and may be deducted by the OWNER from any payments due the CONSULTANT.

22. No Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the OWNER or CONSULTANT.

23. Change of Legal Entity or Change of Identity. If any change occurs in the legal entity of the CONSULTANT's organization, CONSULTANT shall immediately report such change to the OWNER. The OWNER shall then have the right to terminate or cancel this Agreement, take the final products of this Agreement and pay in accordance with provisions under Suspension or Termination of Agreement.

24. Dispute Resolution. Any claim, dispute or other matter in question (collectively, "claim") arising out of or related to this Agreement shall be subject to mediation as a condition precedent to Litigation Any claim not resolved by mediation shall be resolved by litigation in the Superior Court of Fulton County, Georgia.

25. Anti-discrimination. It is the policy of the OWNER that in connection with all services rendered

under OWNER Agreements there be no discrimination against any prospective or active employee engaged in such services because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, sexual orientation, political belief or affiliation, or to deny family care leave, therefore the CONSULTANT agrees to comply with applicable Federal and Georgia laws. In addition, the CONSULTANT agrees to require like compliance by all SUBCONSULTANTS employed by the CONSULTANT on the Project.

- 26. Publicity.** The CONSULTANT shall not cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify the OWNER or its facilities with respect to this Agreement or any party's duties or benefits hereunder without the prior written consent of the OWNER, which may be withheld in its sole discretion. The CONSULTANT shall treat all information and data acquired by it in connection with services hereunder as strictly confidential and shall not disclose same to any other person or entity unless authorized by the OWNER to do so.
- 27. Compliance with Immigration Laws.** The CONSULTANT shall comply during the term of this Agreement with the provision of the Immigration Reform and Control Act of 1986 and any regulations promulgated there under. The CONSULTANT shall maintain a properly completed Employment Eligibility Certificate (INS Form 1-9) for each worker hired by the CONSULTANT after November 5, 1986, who performs services under this Agreement.
- 28. OWNER Approvals.** Approvals or authorization provided for in this Agreement to be given by the OWNER must be given in writing. Any OWNER review or approval of any submissions from CONSULTANT in any medium is for general conformance with the OWNER's requirements, and shall not relieve the CONSULTANT of its responsibility for performing services under this Agreement in conformity with the legally mandated standard of care and the terms and conditions of this Agreement.
- 29. Key Personnel** OWNER in entering this Agreement has relied upon CONSULTANT's providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of OWNER's authorized representative.. Any CONSULTANT personnel to whom OWNER objects shall be removed from OWNER work immediately.
- 30. Waiver.** Provisions of this Agreement may be waived by OWNER only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. The OWNER's approval, acceptance use or payment for any part of the CONSULTANT's services shall not in any way alter the CONSULTANT's obligations, or waive any of the OWNER's rights, under this Agreement.

Exhibit D
INSURANCE REQUIREMENTS
Professional Services Agreement

- 1. Policies, Coverage and Amounts.** CONSULTANT shall obtain the following policies and coverage. The insurance furnished by the CONSULTANT under this Section shall provide coverage in amounts not less than the following:

 - a) Commercial General Liability Insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate including contractual or assumed liability;
 - b) Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident/\$1,000,000 in annual aggregate.
 - c) Workers' Compensation Insurance as required by the State of Georgia.
 - d) Professional Liability Insurance of not less than \$1,000,000 each occurrence. CONSULTANT agrees to maintain professional liability insurance for a period of five years after completion.
- 2. Evidence of Coverage.** The CONSULTANT shall submit to the OWNER certificates of insurance and original endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the Certificate of Insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the OWNER. Renewal certifications and endorsements shall be timely filed by the CONSULTANT for all coverage until the Work is accepted as complete. The OWNER reserves the right to require the CONSULTANT to furnish the OWNER complete, certified copies of all required insurance policies. The CONSULTANT shall notify the OWNER in writing of any material change in insurance coverage.
- 3. Insurance Provisions.** The insurance policies shall contain, or be endorsed to contain, the following provisions.

 - a) For the general and automobile liability policies: the Fulton County Schools and Board of Education, their officers, employees, representatives, volunteers, and agents shall be named as additional insured's.
 - b) Each insurance policy required by this Section shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the OWNER.
 - c) Fulton County Schools and Board of Education, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insured's incur liability to the insurance carriers for payment of premiums for such insurance.
- 4. Acceptability of Insurers.** Insurers shall be admitted by the State of Georgia to transact insurance and shall hold a current A.M. Best's rating of no less than A-VIII or equivalent carrier otherwise acceptable to the OWNER.

5. Miscellaneous.

- a) Any deductible under any policy of insurance required in this Section shall be CONSULTANT's liability (responsibility).
- b) Acceptance of Certificates of Insurance by the OWNER shall not limit the CONSULTANT's liability under the Agreement.
- c) In the event the CONSULTANT does not comply with these insurance requirements, the OWNER may, at its option, provide insurance coverage to protect the OWNER. The CONSULTANT shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the CONSULTANT, the OWNER may pay for the insurance from Agreement sums otherwise due the CONSULTANT.
- d) If the OWNER is damaged by the failure of CONSULTANT to provide or maintain the required insurance, the CONSULTANT shall pay the OWNER for all such damages.
- e) The CONSULTANT's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.
- f) Failure to maintain the insurance and furnish the required certificates or policies may be considered a breach of Agreement by the CONSULTANT and the OWNER may terminate the contact without waiver of any other remedy it may have.

Exhibit E
PROGRAM MANAGEMENT
Professional Services Agreement

1. Program Manager

- a) OWNER shall be represented by the PROGRAM MANAGER. The PROGRAM MANAGER is the OWNER's Agent in providing the services required to manage the Contract between the OWNER and CONTRACTOR, Agreement between the ARCHITECT/ENGINEER and the OWNER and the Agreement between the CONSULTANT and the OWNER. The CONSULTANT shall ensure: a.) that all changes in CONSULTANT services or Work to be performed shall only be allowed pursuant to written agreement or direction; b.) that all contractually binding communications with the OWNER shall be through the PROGRAM MANAGER; and c.) that in the event the CONSULTANT receives any communication from an Employee or other representative of the OWNER, the CONSULTANT will immediately advise the PROGRAM MANAGER of the content of said communication after receipt of said communication by the CONSULTANT.

- b) In providing the services required to manage the Contract between the OWNER and CONTRACTOR, Agreement between the ARCHITECT/ENGINEER and the OWNER and the Agreement between the CONSULTANT and the OWNER, the PROGRAM MANAGER shall endeavor to maintain a working relationship with the CONSULTANT, ARCHITECT/ENGINEER and CONTRACTOR on behalf of the OWNER. However, nothing should be construed to mean or imply that the PROGRAM MANAGER assumes any CONSULTANT, ARCHITECT/ENGINEER or CONTRACTOR responsibilities or duties. The CONSULTANT shall be solely and exclusively responsible for the services it is providing to the Project. The CONSULTANT shall perform its duties in accordance with the Agreement between CONSULTANT and OWNER; the ARCHITECT/ENGINEER shall design and inspect the Project in accordance with the Agreement between ARCHITECT/ENGINEER and OWNER and the CONTRACTOR shall be solely and exclusively responsible for the construction aspects of the Project, including all means, methods, techniques, sequences and procedures used in construction of the Project in accordance with the Contract between the CONTRACTOR and OWNER.

APPENDIX I

FULTON COUNTY SCHOOLS

IMMIGRATION FORMS

Georgia Security and Immigration Compliance Act (SB 529) Clause

Contractors/vendors shall be in compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1.02 which are conditions for contract award.

Failure to provide the Immigration and Security Form with your bid or proposal shall result in your bid or proposal being declared non-responsive.

FULTON COUNTY SCHOOLS

IMMIGRATION AND SECURITY FORM

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et.seq.

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature

Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

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 _____, which is under contract with the Fulton County Board of Education, and that the subcontractor has registered with and is participating in a federal work authorization program or 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 or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200____

Notary Public
My Commission Expires:_____

*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).

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 contracting with the Fulton County Board of Education has registered with and is participating in a federal work authorization program or 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 pursuant to this contract with (name of public employer), 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 Board of Education at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:_____

*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).