DATE: August 29, 2019

TO: All Offerors

FROM: Angela R. Young
Executive Director of Contracting

RE: Request for Qualifications No. 410-20, Emergency Response for Construction 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 Architectural Services for various Fulton County School (FCS) projects.

A Pre-Qualification Conference will be held on Thursday, September 12, 2019 at 11:00 a.m., at FCS Administration Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339.

Questions regarding the submittal process should be directed in writing to Angela R. Young, Executive Director of Contracting, via facsimile at (470) 254-8974. Only questions received prior to 4:00 p.m. on Tuesday, October 17, 2019 (as per the Capital Program Contracts’ time clock) will be considered.

Sealed Qualifications will be received subject to the attached terms specified in “Instructions & Conditions”, at the office of the Capital Program Contracts, FCS Administration Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339. Qualifications will be received up to 2:30 p.m. local time (as per the Capital Program Contracts’ time clock) on Tuesday, October 1, 2019.

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. 410-20” 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. FACED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE AT www.fcscpcontracts.org

CAPITAL PROGRAM CONTRACTS
6201 Powers Ferry Road, N.W., Atlanta, Georgia 30339 • 470-254-8974 • www.fcscpcontracts.org
SOLICITATION NO. 410-20

REQUEST FOR QUALIFICATION (RFQ)

FOR

EMERGENCY RESPONSE FOR CONSTRUCTION SERVICES

FCS
CAPITAL PROGRAM CONTRACTS
6201 POWERS FERRY ROAD
ATLANTA, GEORGIA 30339.
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FOR

REQUEST FOR QUALIFICATION NO. 410-20
EMERGENCY RESPONSE FOR CONSTRUCTION SERVICES

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SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

1. INTRODUCTION
   a. To be entitled for consideration, sealed submittals shall be presented by an offeror (“Offeror”) in accordance with the instructions of this solicitation and within the time constraints stated.
   b. Sealed submittals consisting of one (1) original and (3) copies will be mailed or hand delivered to the office of the Fulton County Schools Capital Program Contracts, FCS Administration Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339.
   c. Submittals received after the date and time specified by the time clock in the Fulton County School Capital Program Contracts will not be considered.
   d. The Fulton County Board of Education (the “Board of Education” or “Board”) 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 Offeror and Fulton County Schools. Offerors in the qualifying range will be notified and an interview meeting will be arranged with Fulton County Schools representatives.

   Results of initial evaluations and subsequent interviews with qualifying firms will be reported to the Capital Program Contracts. A list of recommended firms will 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” or “Owner”.
   b. The Owner’s Representative will be FCS Capital Improvement Program.
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

Interpretations of solicitation documents will be made by addenda only. Copies of all addenda will be posted on the Capital Program Contracts Web Site www.fcscpcontracts.org. Fulton County Schools will not be responsible for any other interpretations or explanations.

6. WITHDRAWAL OF SUBMITTALS

A proposal 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 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 proposed contract(s), including but not limited to; terms and conditions related to any provided service or good, limitations of the Offeror’s liability or any other third party’s liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, FCS’ purchase order related to this solicitation or contract. If the Offeror objects to any term or condition, the objection shall be clearly stated on a separate page entitled “Objection to Terms or Conditions” and placed in the proposal immediately after the executive summary. Any confliction of terms and conditions in the proposal shall be clearly stated on the foregoing separate page entitled “Objection to Terms or Conditions” and placed in the proposal immediately after the executive summary.

If the objection is specifically accepted by FCS it will be reflected in writing. If not so reflected, the terms and conditions shall remain as written in the solicitation.

FCS will not consider any proposed Objections to Terms or Conditions from the Offeror that is not submitted initially with the Offeror’s proposal and in accordance with this solicitation.
8. COMPLIANCE WITH LAWS

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

9. PROTESTS

Protests dealing with the solicitation shall be filed not later than three (3) working days prior to the sealed qualifications due date. Other protests shall be filed not later than three (3) working days after the sealed qualifications 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 Executive Director of Contracting. Issues not raised in the initial protest may be deemed waived at the discretion of FCS. Protests which are not filed in a timely manner, as set forth above will not be considered.

The FCS reserves the right to continue with the project, notwithstanding a protest, if it finds, in its sole determination, that continuing with the project is in the public’s best interest.

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.
1. FORM OF AGREEMENT

Emergency Response for Construction Services will be procured through a Task Order Agreement (see Appendix III for the form of agreement).

2. EXECUTED AGREEMENT

Task Order Agreements will be executed with the responsible Offerors whose submittals are determined to be the most advantageous and of best value to Fulton County Schools. Sealed qualification 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 the event of 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 FCS’ vendor database, each Offeror will need to go to the FCS Capital Program Contracts website on the World Wide Web at www.fcscpcontracts.org and complete the vendor application.

5. TERMINATION FOR CONVENIENCE

FCS reserves the right to terminate for convenience any Agreement awarded through this Request for Qualification.

6. TERMINATION FOR DEFAULT

In the event any property or service to be furnished by the Contractor under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the Contractor with this Request for Qualification, the FCS may reject the property or service and may terminate the Agreement for default.
SUBMITTAL CONDITIONS

SECTION II – CONTRACT AWARD

1. NONDISCRIMINATION

The Offeror, by the submission of a proposal or the acceptance of an order or contract, agrees that 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

FCS 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 solicitations.

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 project for 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 result in suspension or termination of this 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, equipment or services, 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.”

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.
SECTION II – CONTRACT AWARD

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 or the Board of Education 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.

9. SPECIAL STIPULATIONS- MANDATORY

The following special stipulations are binding upon Offeror and FCS and may not be modified or amended. These special stipulations are not subject to the “Exceptions and Proposed Contract Modifications” outlined in Section I, Paragraph 7, and these special stipulations shall supersede and govern in the event of any conflicting term or provision. **Failure to accept these special stipulations may result in your submittal being declared non-responsive.**

(a) **GOVERNING LAW.** This solicitation and any Agreement arising out of the solicitation shall be interpreted under, governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division. Offeror consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Fulton County and to the personal jurisdiction of such courts and waives any objections Offeror may now or hereafter have based on venue or forum non-conveniens.

(b) **PROHIBITIVE AGREEMENTS.** To the extent required by applicable law, any provision contained in any Offeror document that violates the prohibition against a pledge of credit by FCS or requires FCS to expend funds for purposes other than educational purposes, or constitutes a waiver of FCS' sovereign immunity, or constitutes an illegal gratuity, or requires FCS' indemnification of Offeror is null and void.

(c) **CONFIDENTIALITY, PRIVACY AND SECURITY.** The Offeror's employees, agents and SubContractors may have access to or become aware of FCS’ confidential information including without limitation FCS’s strategic plans, employee data, student data and other such information of FCS (collectively referred to as the “Confidential Information”). Offeror shall presume that all information received pursuant to the contract or in the course of fulfilling Offeror's responsibilities under the contract is Confidential Information unless otherwise expressly designated by FCS. Offeror must maintain the highest levels of security.
in order to preserve and protect the confidentiality of FCS’s data and to protect and prevent unauthorized disclosure and use of student and personnel information.

It is imperative to protect students’ privacy in order to comply with the Family Educational Rights and Privacy Act (20 U.S. § 1232g; 34 CFR Part 99) (“FERPA”), to avoid discrimination, identity theft or other malicious and damaging criminal acts. Offeror must and shall adhere to all applicable industry standards concerning privacy, data protection, confidentiality and information security as well as all FCS policies, procedures, and operating guidelines regarding privacy, confidentiality, and security. Offeror represents and warrants that it will adhere to applicable privacy standards as required with respect to education records and personally identifiable information as required by FERPA and its implementing regulations, as well as the requirements under the Protection of Pupil Rights Amendment (PPRA) and its implementing regulations. Offeror will also comply with the Children's Online Privacy Protection Act (COPPA) and its implementing regulations. To the extent Contractor or a SubContractor comes into contact with any student data or information, Contractor or SubContractor will not disclose such information without eligible student/parent/guardian and FCS written permission. (FERPA, PPRA, COPPA, SDA, and all similar privacy laws may be collectively referred to herein as “Privacy Laws”).

In its own discretion, FCS may designate Offeror as a "school official" within the meaning of FERPA, if FCS determines that the services contemplated herein are functions that would normally be provided by FCS and if FCS determines that Offeror has a legitimate educational interest in student educational records and information. Offeror will be under the direct control of FCS with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. Student information and educational records as defined pursuant to O.C.G.A. Title 20 and FERPA, as well as any other Confidential Information of FCS that Offeror or Offeror's SubContractors may come in contact with, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this proposal. Offeror is required to and shall immediately notify FCS when it becomes aware of any security or data breach, or a suspected security or data breach. All Confidential Information as well as other documents, data and information provided to the Offeror by FCS is and will remain the property of FCS to the extent that it was the property of FCS at the time it was provided to the Offeror. All Confidential Information and all other FCS data and information shall be returned to FCS by the Offeror, without charge, within five (5) business days of the completion of the services under this proposal unless, and to the extent as required by law, regulation or professional standards. If requested by FCS, an officer of the Offeror will certify in writing, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof have been delivered to FCS or destroyed.

To the extent Offeror is an “operator” as defined by the Georgia Student Data Act (“SDA”), Offeror shall comply with the provisions of O.C.G.A. § 20-2-666. Specifically, Offeror shall not: (1) use student data to engage in behaviorally targeted advertising based on any student data and state-assigned student identifiers or other persistent unique identifiers that Offeror
SECTION II – CONTRACT AWARD

has acquired because of a student’s use of Offeror’s website, service, or application; (2) use information created or gathered by Offeror’s website, service, or application to amass a profile about a student except in furtherance of K-12 school purposes; (3) sell a student’s data except as authorized by O.C.G.A. § 20-2-666; or, (4) disclose student personally identifiable data without explicit written or electronic consent from the student over the age of 13 or a student’s parent or guardian, given in response to clear and conspicuous notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666. Offeror shall (1) implement and maintain reasonable security procedures and practices appropriate to the nature of the student data to protect that information from unauthorized access, destruction, use, modification, or disclosure and (2) delete a student’s data within 45 days if FCS requests deletion of data under the control of FCS.

Offeror understands that FCS must comply with the SDA and Offeror shall assist FCS in complying with the SDA. Within 10 days of a request by FCS, Offeror shall: (1) provide FCS student data maintained by Offeror in electronic format unless Offeror demonstrates and FCS agrees, in FCS’s sole discretion, that the requested data maintained by Offeror cannot reasonably made available to FCS; and (2) correct inaccuracies contained in the student data and confirm the correction to FCS.

(d) OPEN RECORDS ACT. Offeror acknowledges and agrees that FCS is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 et. seq.), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide FCS with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to FCS with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror must follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their SubContractor.

(e) HOLD HARMLESS AGREEMENT. The Offeror shall hold harmless and indemnify FCS, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees (“FCS Indemnites”) from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Offeror or Offeror's SubContractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Offeror or any SubContractor; (c) the failure of the Offeror or Offeror's SubContractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's SubContractor; (e) any security breach involving data in Offeror’s or Offeror's SubContractor's possession, custody or control, or for which Offeror or Offeror's SubContractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or
SECTION II – CONTRACT AWARD

indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror’s action(s) or inaction(s), or which are the result of any SubContractor’s action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this submittal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under an Agreement. The Offeror’s Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

In the event the Obligations directly arise from the gross negligence or willful misconduct of any FCS Indemnitees, then Offeror's Obligations shall be reduced by the proportional fault of the FCS Indemnitees.
1. AGREEMENT TYPE

The type of Agreement shall be fee-based for services identified on the Fee and Payment Schedule, Exhibit B.

2. AGREEMENT FORM

The form of Agreement is shown in Appendix III of this Request for Qualification.

3. AGREEMENT TIME FRAME

Agreements shall be effective on the date of FCS’ execution of the same and shall terminate when FCS determines that no additional work is required.

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 (5) years shall consist of a base period of one (1) year and four (4) one-year option periods. The exercise of the option year shall be at the sole discretion of FCS. In addition, FCS may decline to exercise any option (and any subsequent option periods, if applicable), by issuing a new solicitation for additional qualified Emergency Response for Construction Services, thereby terminating the then-current approved list.

6. OWNER’S REPRESENTATIVE

The Owner Representative for FCS is David Knotts, Executive Director of Capital Programs or his designee, who will be responsible for the day-to-day administration of the Agreement.

7. RECEIPT OF ADDENDUM CLAUSE

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

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 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.

FCS shall not be responsible for the premature opening of a submittal not properly addressed and identified and/or delivered to the incorrect destination.

9. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Offeror’s full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is a condition for the contract bid and any contract award. Offeror is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Offeror’s proposal.

Failure to provide the Georgia Security and Immigration Compliance forms in Appendix I with your sealed qualifications submittal shall result in your submittal being declared non-responsive. If an Offeror claims one or more of the documents is inapplicable then the Offeror shall mark the form “Not Applicable” and provide it within their submittal. FCS reserves the right to request additional information from the Offeror to substantiate information provided to FCS. The failure to respond to such a request may result in the Offeror being determined to be non-responsive.

Pursuant to O.C.G.A. § 13-10-91 no Offeror or SubContractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Offeror or SubContractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Offeror, SubContractor, or sub-SubContractor of such Offeror or SubContractor, shall also be required to satisfy the requirements set forth herein.

10. **QUESTIONS**

All questions and/or correspondence during the qualifications process shall be directed in writing to the Executive Director of Contracting.

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.
A. PURPOSE

FCS is looking to pre-qualify one (1) or more emergency response for construction services contractors and management firms. The intent is for a single contractor to be able to perform all of these services.

This contract will cover all of the FCS’ 108 schools and six (6) associated administrative facilities. The required initial response time to any construction emergency at any school in the county is 1-hour in person at the site of the emergency.

B. SCOPE OF WORK

While the intent of this solicitation is to select a contractor capable of performing all of the emergency response and recovery services listed below, the district may choose multiple contractors to perform these functions. The specific emergency response and recovery services in this RFQ are the following:

1. Smoke and Fire Damage Mitigation, Cleanup, and Restoration;
2. Tornado and Storm Damage Restoration Mitigation, Cleanup, and Restoration;
3. Site Debris Removal including Damaged Vehicles and Equipment - This includes ALL types of site debris removal that is associated with a particular emergency including damaged vehicles, construction equipment, and other equipment that may require removal. Building debris removal is intended to be covered under other specific categories such as smoke and fire damage restoration or building system and component restoration;
4. Building Utilities Restoration;
5. Various Hazardous Material Emergencies - This includes ANY and ALL construction site emergencies relating to hazardous material cleanup;
6. Flooding Cleanup and Restoration Including Drying and Dehumidification;
7. Restoration of Immediate and Short-Term Building Systems and Components - This includes basic repairs to interior building systems including classroom repairs, ceiling replacements, floor tile replacements, hallway and office repairs, door replacements, and other general building item repairs or replacements including any roof repairs that may be required;
8. Restoration of Immediate and Short Term Building Electrical, Mechanical, Plumbing, Security, and Fire Protection Systems and Components;
9. Various Utility Restoration Resulting from Excavation - This includes any restoration required to repair or replace ALL water, stormwater, or sewer systems. Restoration of power lines and power poles are covered in a separate category;
11. Electronic Restoration Services - This includes restoring and repairing building LAN systems, IT systems, phones, and other computer-based system that are damaged as a result of an emergency;
12. Insurance Company Coordination - This includes coordination between the school districts insurance provider and the construction contractor’s insurance and bonding companies, as well as coordination with the district’s legal representative.
C. EMERGENCY RESPONSE PERFORMANCE MANAGEMENT CRITERIA

FCS believes that it is important to retain not only the best employees, but also the top emergency response firms and to hold them accountable.

The following are some of the traits and qualities upon which each firm will be evaluated during the selection process and the contract period:

- Adaptable and flexible to FCS processes and procedures;
- Creative and innovative thinking;
- Proactive issue resolution;
- Sensitivity to costs;
- Knowledgeable and accurate cost estimates;
- Strong project management and coordination;
- Ability to maintain schedules and provide appropriate deliverables;
- Ability to meet the 1-hour response time;
- Awareness of risk and ability to provide proactive mitigation strategies;
- Timely and responsive responses to owner’s concerns;
- Engaged and enthusiastic project participation;
- Strong team player and leadership;
- Technical expertise in building systems, products and recovery techniques;
- Dedication to the administrative process.

D. COMPENSATION

Compensation for disaster recovery task orders where requested by FCS will be based on hourly rates as defined in Appendix III, Exhibit B of this solicitation.

E. EVALUATION AND SELECTION PROCESS

The intent of this contract is to prepare FCS to respond in the event of a construction related emergency. A committee will determine whether a firm is qualified to perform work for FCS by reviewing the firm’s qualifications as defined in this RFQ. On an annual basis, each firm will be evaluated to determine whether that firm will remain as a qualified service provider or ineligible for future FCS assignments. Additional staff extension services may also be requested by FCS for various tasks during the program.

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.
F. AGREEMENT ASSIGNMENTS

Projects will be awarded at later dates. Assignment of projects, Board approvals and agreement execution will take place as project schedules dictate.
A. **THE SUBMITTAL**

1. **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.

2. **Evaluation Factors:** Submittals will be evaluated on the following factors:

   - **Business Stability:** 10%
   - **Technical Capability:** 70%
   - **Problem Solving Skills & Creativity:** 20%

3. **Submission of Submittal:**

   Submittals shall be submitted in six sections: (I) executive summary, (II) general information, (III) business stability, (IV) technical capability, (V) problem solving skills and creativity and (VI) a table of proposed hourly rates for consulting services. Four (4) copies of the submittal shall be provided in a loose-leaf, three-ring binder. **The Offeror’s submittal shall be limited to twenty-five (25) pages**, with page type not being smaller than 10 point. Double-sided pages will be counted as two pages. Financial statements and the table of hourly rates will not count towards the maximum limit.

**PREPARING THE SUBMITTAL**

Begin each section on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, 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 sections identified below.

Provide cover sheet as follows:

- **Titled:** Fulton County Board of Education
- **Request for Qualification Number 410-20**
- **Emergency Response for Construction Services**
- **Submitted by:** (Name of company)
B. SUBMITTAL SECTIONS

SECTION I – EXECUTIVE SUMMARY:

An executive summary of not more than two (2) pages stating the firm’s areas of expertise, interest and proposed commitment to the FCS emergency response to construction services program. Within the first paragraph of the executive summary, emergency response firms should clearly state the type(s) of services for which they are submitting qualifications.

SECTION II – GENERAL INFORMATION:

1. 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

2. Detail Information Sheet(s)
   a) Office Address (main office)
   b) Mailing Address (main office)
   c) Office Address for office which will be responsible for providing consulting services
   d) Name of main contact regarding this submittal
   e) Telephone Number
   f) Email Address
SECTION III - BUSINESS STABILITY

1. **History and Organizational Structure of the Firm** - Provide a brief history of the company. Graphically present the organizational structure of the firm. Describe the management organization. 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** - Provide the name, title, phone number and email address from a minimum of five (5) references from previous clients for which your firm has performed Emergency Response Services. References should be for services completed within the last three (3) years and for services similar in size and nature to which FCS is seeking.

4. **Previous Default** - Indicate whether or not you have ever 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 has been involved in litigation with owners, please explain.**

5. **Insurance** – State the maximum coverage for Professional Liability Insurance (Errors and Omissions)

SECTION IV - 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 specific information such as: emergency response services, management and execution, recovery management and coordination, field processes and procedures, costing, valuation techniques, and emergency management administration. Provide an outline of the project team that will be employed. The project outline should clearly describe the numbers and professional category of personnel to be assigned, 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 firm to deliver the services in an efficient and timely manner shall be clearly described in this section including their ability to meet the 1-hour response time requirement. Describe how your team would interact with FCS staff, school leadership, safety and security, and our school district organization.

CAPITAL PROGRAM CONTRACTS

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1. Capabilities:

Emergency response management firms must demonstrate their abilities and credentials to manage multiple areas of emergency management and recovery operations simultaneously.

a. For each area of expertise provide the following information: number of full-time employees providing these services, certifications held by full-time employees in this area, professional association memberships for firm and employees, professional activities including articles published, presentations, and industry awards and recognition.

b. Explain appropriate expertise and leadership in providing emergency response services for construction for K-12 facilities. Identify K-12 school assignments completed within the last five (5) years, preferably in Georgia. Provide a minimum of three (3) projects.

c. Provide resumes outlining the qualifications 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 project participation. Resumes should note whether relevant experience was with the Offeror’s firm, or whether the experience was acquired with another firm.

d. Explain the Offeror’s ability to administer the FCS assignments locally and to assign the necessary support staff.

e. Show ability to guarantee cost effectiveness in the solutions provided as evidenced by the results of successful projects and assignments with comparable school districts.

f. Describe your firm's experience in establishing and maintaining relationships with regulatory entities and with assisting in obtaining local and state permits for various emergency services and recovery operations.

g. Explain your firm’s commitment to emergency response operations administration. Explain overall procedures such as communication, operations, document control, and describe how these procedures are unique to your firm.

h. Explain how your firm will respond to 1-hour response time.

SECTION V – PROBLEM SOLVING SKILL AND CREATIVITY

a. Provide a minimum of three (3) examples of how your firm provided creative and innovative solutions in emergency construction services recovery operations, management, and execution, preferably in the K-12 environment.
b. 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?

SECTION VI – HOURLY RATES FOR EMERGENCY RESPONSE FOR CONSTRUCTION SERVICES

Provide a table that includes proposed hourly rates for emergency response services. Table should include rates for: executives, program managers, project managers, engineers, recovery specialists, technical trades (carpenter, plumber, electrician, HVAC technicians) arborist, and general laborers. Also include rates for reimbursable expenses for mileage.
REQUEST FOR SEALED SUBMITTAL

DATE: _______________________
TIME: _______________________
RFQ NO.: ___________________

NAME OF COMPANY: __________________________________________

The Fulton County Board of Education
6201 Powers Ferry Road NW
Atlanta, Georgia 30339

Gentlemen:

Having carefully examined the submittal Conditions and Specifications entitled “EMERGENCY RESPONSE FOR CONSTRUCTION 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.
Respectfully Submitted,

____________________________
Name of Company

____________________________
Address of Company

____________________________
E-Mail Address
*(All Correspondence will be sent to this email 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.

☐ Four (4) submittals, (1) original and (3) 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.

☐ We have submitted notarized Georgia Immigration and Security Forms.

________________________________________________________
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 Ronnie Wade, 6201 Powers Ferry Road NW, Sandy Springs, Georgia 30339, or phone (470) 254-4585.
APPENDIX I

IMMIGRATION AND SECURITY FORMS
FULTON COUNTY SCHOOLS

IMMIGRATION AND SECURITY FORM

If you are providing service, performing work or delivering goods to the Fulton County Board of Education including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Fulton County Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the “Act”), the Contractor MUST INITIAL the statement applicable to Contractor below:

(a) ________ (Initial here): Contractor warrants that, Contractor has registered at https://e-verify.uscis.gov/enroll/ to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Contractors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement];

or

(b) ________ (Initial here): Contractor warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Contractors who initial (b) must attach and return a signed, notarized Affidavit of Exception];

or

(c) ________ (Initial here) Contractor is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) _____ (Initial here) Contractor will not employ or contract with any Subcontractor in connection with a covered contract unless the SubContractor is registered, authorized to use, and uses the federal work authorization program; and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
4) ___ (Initial here) Contractor agrees that, if Contractor employs or contracts with any SubContractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq. that Contractor will secure from each SubContractor at the time of the contract the sub-contractor’s name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to SubContractor; the SubContractor’s attestation of the SubContractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the SubContractor’s agreement not to contract with sub-SubContractors unless the sub-SubContractor is registered, authorized to use, and uses the federal work authorization program; and provides SubContractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et seq.

5) ___ (Initial here) Contractor agrees to provide Fulton County Schools with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq. within five (5) business days of receipt.

_________________________________ ______________________________
Signature      Date

Firm Name: __________________________________________________________

Street/Mailing Address: ________________________________________________

City, State, Zip Code: __________________________________________________

Telephone Number: _____________________________________________________

Email Address: _______________________________________________________

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ Day of ___________________, 20___

_______________________________________________________________
Notary Public
My Commission Expires: ___________________
By executing this affidavit, the undersigned architect or architectural firm or corporation ("Contractor") verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the Contractor which is contracting with the Fulton County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate 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, as amended. 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).

(2) Contractor’s correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any SubContractor(s) in connection with the physical performance of services pursuant to this contract with the Fulton County Board of Education, unless at the time of the contract said SubContractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-SubContractor Affidavit or other applicable verification procured by SubContractor at the time of contract with the sub-SubContractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such SubContractor Affidavit or other permissible verification to the Fulton County Board of Education at the time the SubContractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
CONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)

(4) Contractor further agrees to and shall provide Fulton County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-SubContractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

__________________________________________       ______________________________
EEV/Basic Pilot Program User Identification Number                   Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

______________________________________________________
Company Name / Contractor Name

______________________________________________________
BY: Signature of Authorized Officer or Agent

______________________________________________________
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: ____________________

CAPITAL PROGRAM CONTRACTS
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SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned SubContractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) The undersigned individual, firm or corporation ("SubContractor") is engaged in the physical performance of services under a contract with ________________________________ (name of contractor), which has a contract with the Fulton County Board of Education.

(2) SubContractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate 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. 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).

(3) SubContractor’s correct user identification number and date of authorization is set forth herein below.

(4) SubContractor agrees that the SubContractor will not employ or contract with any sub-SubContractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Fulton County Board of Education, unless said sub-SubContractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides SubContractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide SubContractor with notice of receipt and a copy of every sub-SubContractor Affidavit or other permissible verification procured by sub-SubContractor at the time the sub-SubContractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
SubContractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-SubContractor Affidavit or other applicable verification to the Contractor at the time the sub-SubContractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

<table>
<thead>
<tr>
<th>EEV/Basic Pilot Program User Identification Number</th>
<th>Date of Authorization</th>
</tr>
</thead>
</table>

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

<table>
<thead>
<tr>
<th>BY: Authorized Officer or Agent</th>
<th>Date</th>
</tr>
</thead>
</table>

(SubContractor Name)

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 ___________________, 20____

Notary Public
My Commission Expires:_____________________
SUB-SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned SubContractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the undersigned individual, firm or corporation (“Sub-SubContractor”) is engaged in the physical performance of services under a contract with ___________________________ (name of contractor), which has a contract with the Fulton County Board of Education.

(2) Sub-SubContractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate 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. 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).

(3) Sub-SubContractor’s correct user identification number and date of authorization is set forth herein below.

(4) Sub-SubContractor agrees that the SubContractor will not employ or contract with any sub-SubContractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Fulton County Board of Education, unless said sub-SubContractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides SubContractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Sub-SubContractor with notice of receipt and a copy of every sub-SubContractor Affidavit or other permissible verification procured by sub-SubContractor at the time the sub-SubContractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
Sub-SubContractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-SubContractor Affidavit or other applicable verification to the Contractor at the time the sub-SubContractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent

Date

(SubContractor Name)

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 _____________________, 20____

Notary Public
My Commission Expires: ____________________
APPENDIX II

FULTON COUNTY SCHOOLS

PROFESSIONAL SERVICES TASK ORDER AGREEMENT

FOR

EMERGENCY RESPONSE FOR CONSTRUCTION SERVICES

(CONSULTANT FIRM NAME)
Task Order Agreement
For Emergency Response for Construction Services

THIS EMERGENCY RESPONSE FOR CONSTRUCTION SERVICES TASK ORDER AGREEMENT (the “Agreement”) is entered into this ___ day of __________, 20___ (“Effective Date”) between ______________, hereinafter referred to as the “CONTRACTOR”, and the FULTON COUNTY BOARD OF EDUCATION, hereinafter referred to as the “OWNER”. This Agreement shall be governed by the laws of the State of Georgia.

WHEREAS, the OWNER is authorized to contract with CONTRACTOR, and CONTRACTOR is specially trained to perform the services called for by this Agreement;

THEREFORE, in consideration of the premises and the covenants and promises contained herein, the parties hereto agree as follows:

1. The scope of Services to be performed and/or tasks to be accomplished by CONTRACTOR are as stated in Exhibit A, attached to and made a part of this Agreement, and in any Proposal for a Project hereunder to the extent that the Proposal is accepted in writing by OWNER, which accepted Proposal shall be attached hereto as Appendix II and incorporated herein by this reference. To the extent of any conflict between the terms of the Proposal and the terms of this Agreement without reference to the Proposal, the terms of this Agreement (without reference to the Proposal) shall control.

2. The cost components that constitute the CONTRACTOR’s Fee, and the Payment Schedule, are stated in Exhibit B, attached to and made a part of this Agreement. No adjustment in CONTRACTOR’s fee shall be made based on any Construction Contract award amount or the actual Project Construction Cost, as the CONTRACTOR’s fee is a negotiated amount.

3. The Services Fee set forth on Exhibit B is the total compensation payable to CONTRACTOR for performance of the Services (including, without limitation, all services, costs and expenses of CONTRACTOR’s Subconsultants, if applicable) in accordance with this Agreement. The Services Fee does not include payment for Reimbursable Expenses, which shall be paid to CONTRACTOR under the conditions set forth in Exhibit B. The Services Fee shall be payable in progress payment installments during the course of the Project as indicated in Exhibit B.

4. The Terms and Conditions governing this Agreement are stated in Exhibit C, attached to and made a part of this Agreement.

5. During the term of this Agreement, CONTRACTOR shall provide and maintain the types of insurance coverage in the amounts stipulated in the Insurance Requirements as set forth in Exhibit D, attached to and made a part of this Agreement.

6. The term of this Agreement shall begin upon the Effective Date and shall expire upon the date that is one (1) year thereafter. Notwithstanding the foregoing, OWNER shall have the option to renew this Agreement annually for four (4) additional terms of one (1) year each. So long as CONTRACTOR is not in default of this Agreement, the term shall automatically renew unless OWNER gives written notice to CONTRACTOR of non-renewal within thirty (30) days prior to the expiration of the then-current term or renewal term.

7. The OWNER has retained the services of a PROGRAM MANAGER as stated in Exhibit E, attached to and made a part of this Agreement. The PROGRAM MANAGER is the OWNER’s Representative for managing this Agreement.
8. Each Proposal issued under this Agreement is incorporated herein and made a part of this Agreement by this reference.

This Agreement and any exhibits and appendices attached hereto, and any Proposals hereunder which are accepted in writing by OWNER, 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 CONTRACTOR represents it has the background, knowledge, licensing (if required), experience and expertise necessary to provide the services set forth in this Agreement.

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.

CONTRACTOR: ______________________________
   Name of Contracting Firm

By: _______________________________ Date: ____________
   Name:
   Title:

Attest: ________________________________
   Name:
   Title:

If applicable: Georgia License Number # ________________

Federal Tax I.D. # __________

Address:

Telephone:

OWNER:
FULTON COUNTY BOARD OF EDUCATION

By: _______________________________ Date: ________________
   Board Chair/President

Attest: ________________________________
   Mike Looney, Superintendent
Exhibit A

SCOPE OF SERVICES
Emergency Response for Construction Services
Task Orders Agreement

Project Name: Various

School or Facility Name: Various

Project Description: Provide Emergency Response for Construction Services as requested
by Fulton County Schools Capital Improvement Department.

Project Number: Various

I. PROJECT DESCRIPTION:

From time to time, the OWNER requires Emergency Response for Construction Services for the
purpose of executing its Capital Improvement Program on a particular Project. The scope of
services to be performed under this Agreement will vary in size and complexity, but generally will
be limited in scope.

II. PROCUREMENT OF SERVICES; SERVICES FEE:

The OWNER has determined that task order procurement is the best method to obtain
CONTRACTOR’s Services for EMERGENCY situations. In an emergency, the OWNER shall
contact the CONTRACTOR by phone describing the specific emergency services required and
their specific location. The CONTRACTOR will be required to respond to that location within 1-
hour. The next business day, the OWNERS representative will follow-up with an emergency
procurement task order. The task order shall describe the scope of Services to be provided, provide
a schedule for performing the Services, and a proposed fee.

III. SERVICES:

(1) Smoke and Fire Damage Mitigation, Cleanup, and Restoration
(2) Tornado and Storm Damage Mitigation, Cleanup, and Restoration
(3) Site Debris Removal Including Damaged Vehicles and Equipment
(4) Building Utilities Restoration
(5) Various Hazardous Material Emergencies
(6) Flooding Cleanup and Restoration Including Drying and
Dehumidification
(7) Restoration of Immediate and Short-Term Building Systems and Components.
(8) Restoration of Immediate and Short Term Building Electrical, Mechanical, Plumbing,
Security, and Fire Protection Systems and Components
(9) Various Utility Restoration Resulting from Excavation
(10) Restoration and Repair of Overhead and Underground Power Lines and Power Poles
(11) Electronic Restoration Services
(12) Insurance Company Coordination
(13) Specific Ability to Respond to Emergencies in 1-hour.
IV. OWNER’S RESPONSIBILITIES:

The following services, information, surveys and reports shall be provided to the CONTRACTOR as required, at the OWNER’s expense:

1. Program Requirements: A description of the Project including information regarding the program and the requirements for the Project as determined by the OWNER.


3. Electronic Project Control System: The OWNER shall provide a web-based project control system.

Nothing in this Agreement or act or failure to act on the part of the OWNER shall be construed as a waiver of any claim by the OWNER for defects or deficiencies in the documents prepared by or services required of the CONTRACTOR.

V. DEFINITIONS:

The following terms as used in this Agreement are defined as follows:

*Appropriate Governmental Authorities and Agencies* or *Governmental Authorities*: Municipal, county, state, regional or federal authority having jurisdiction over the Project, including the Board of Education. This term is intended to include those governmental agencies and authorities which may require information or the filing of drawings, specifications, permits, *etc.*, such as: the Fire Marshal and other local government authorities having jurisdiction, Georgia Department of Education, Health Department, or any other governmental entity for code compliance in connection with the Project.

*CONTRACTOR*: The firm identified in the signature box of this Agreement. CONTRACTOR shall have the right to contract with consulting engineers and specialty firms as necessary to complete the Services.

*Construction Contract*: The General Conditions, Supplementary General Conditions, Special Conditions, Addenda, Notice to Contractors, Bonds, Construction Documents and OWNER-CONTRACTOR Agreement for the Project, and Change Orders modifying that agreement.

*Construction Documents*: The Working Drawings (Plans) and Specifications developed to set forth in detail aspects of the quality levels and performance criteria of materials and systems and other requirements for construction of the Project, which will be used for estimating the cost of the Project, securing bids for constructing the Project, and directing a CONTRACTOR in its construction of the Project.

*Contractor*: The contractor hired by Owner to perform EMERGENCY services under the terms of an Emergency Response Contract.

*Laws*: All federal, state, and local laws, codes (including building codes), regulations, and lawful orders of Appropriate Governmental Authorities applicable to the Project and the Project site, including all applicable licensing and permitting requirements.

*OWNER*: Fulton County Board of Education. OWNER may appoint individuals in writing or by this Agreement to act for OWNER. OWNER shall have the right, upon written notice to CONTRACTOR, to replace or add additional persons to act as agent for OWNER.
Principal(s): Individuals who are sustained participating owners of CONTRACTOR firm and are authorized on behalf of the firm to act as signatories to agreements for this Project.

Project: Each project for which CONTRACTOR is retained to perform Services for OWNER pursuant to this Agreement.

Project Program or Program: OWNER’s Project Space Program that defines all the educational spaces and support facilities for the Project.

Proposal: Each written task order proposal submitted by CONTRACTOR and approved by OWNER, on the form provided by OWNER, for each Project under this Agreement.

Services: The services to be provided by CONTRACTOR under this Agreement pursuant to Proposals for Projects that are accepted in writing by Owner.

Services Fee: The total amount of compensation to be paid to CONTRACTOR by OWNER for Services provided hereunder, excluding any Reimbursable Expenses. The dollar amount of the Services Fee is set forth on Exhibit B.

[End of Exhibit A]
I. FEE AND PAYMENT SCHEDULE

A. The Services Fee (as defined in Exhibit A) shall be a lump sum equal to $________________, and shall be payable upon completion of the Services in accordance with the requirements of this Agreement. If agreed to in writing by the parties, the Services Fee may also include or consist of the hourly rates set forth in Appendix IV attached hereto and incorporated herein by this reference.

B. In addition to the Services Fee, the OWNER will reimburse the CONTRACTOR for reproduction and delivery of Shop Drawings, if any are to be prepared by CONTRACTOR, and all fees and permits required for agency approvals, if any. Invoices for reimbursable expenses shall be documented by appropriate billing and supporting receipts. Compensation for reimbursable expenses shall be limited to the actual expense, without a markup. Expenses that are included in the lump sum Services Fee and not reimbursable under the terms of this Agreement, include but are not necessarily limited to all costs for travel and mileage, reprographic expenses during design, postage and communications expenses, reprographics for check sets during design and reprographics for up to six (6) sets of bidding documents and supplemental drawings.

C. Payment under this Agreement shall be made in arrears of the completion of Services, upon the submittal of an accurate invoice, not exceeding the amount specified in paragraph A.

D. The value of Reimbursable Expenses shall be determined by the Fulton County School System Expense Reimbursements Procedure which shall be provided to the CONTRACTOR upon request.

E. CONTRACTOR shall keep records of CONTRACTOR’s direct personnel, engineers, additional expenses and Reimbursable Expenses pertaining to the Project, on a generally recognized accounting basis. CONTRACTOR shall make such records available to the OWNER or authorized representative at mutually convenient times.

II. HOURLY RATES

In the event the OWNER elects to compensate the CONTRACTOR on an hourly rate basis, the CONTRACTOR shall provide an estimate of its anticipated hours times position hourly rates to establish a total not to exceed price. Hourly rates shall be in accordance with the hourly rates schedule attached hereto as Appendix IV and incorporated herein by this reference.

[End of Exhibit B]
Exhibit C
TERMS AND CONDITIONS
Emergency Response for Construction Services Task Orders Agreement

1. CONTRACTOR Standard of Care. CONTRACTOR represents that they are equipped with the necessary degree of care, learning, skill and judgment which is ordinarily possessed by other members of its profession or field who specialize in providing emergency services set forth in this RFQ and further represents that, in the performance of the duties herein set forth, it will exercise such degree of care, learning, skill and judgment as is ordinarily employed by members of its profession or field under similar conditions and like circumstances.

2. Authority of CONTRACTOR. CONTRACTOR’s authority to act on behalf of OWNER is limited to its scope of authority set forth in this Agreement. Notwithstanding anything else stated in this Agreement, CONTRACTOR does not have the express or implied authority to obligate OWNER to any expenditure of money.

3. Ownership of Documents
   a. Property of Owner. CONTRACTOR warrants that it is the author of any Plans, Specifications, design calculations, designs, drawings, and other documents and data that may be prepared by it for the Projects (collectively, the “Design Documents”) and that it holds the copyright therein and it shall obtain similar representations from its subconsultants. Upon their creation, and subject to the condition that OWNER timely meets its payment obligations under this Agreement, any Design Documents that may be prepared by CONTRACTOR and its subconsultants, and the designs depicted in them, shall become the sole property of OWNER, regardless of the stage in which the development of the design has progressed, and regardless whether the Project is constructed or not.
   b. Use by Owner. OWNER may use any Design Documents, and the designs depicted in them, without CONTRACTOR’s consent, in connection with the Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Projects. CONTRACTOR shall not be responsible for losses arising from OWNER modification of the Design Documents without CONTRACTOR participation.
   c. Delivery of Design Documents upon Termination. In the event of termination of this Agreement by either party for any reason, OWNER reserves the right to request and receive, and CONTRACTOR shall promptly provide and deliver to OWNER upon request, any Design Documents prepared to the date of termination by CONTRACTOR and its subconsultants for the Projects. Owner shall obtain and retain all ownership rights with regard to such Design Documents produced hereunder. Any dispute regarding the amount of any payment to be made by OWNER under this Agreement shall not diminish, restrict or limit the right of OWNER to own, receive and use the Design Documents, and the designs depicted in them, as provided in this section. OWNER may withhold any payments due CONTRACTOR upon termination until copies of Design Documents prepared through the date of termination are furnished to OWNER pursuant to the terms of this paragraph.

4. Applicable Laws. CONTRACTOR shall, at all times in the performance of its obligations under this Agreement, comply with all applicable Laws. Any Design Documents prepared by CONTRACTOR and its subconsultants shall be in compliance with applicable Laws in effect on the date such Design Documents were created.
5. **Approval by Owner.** Neither the review or approval of, nor any request for corrections to, any Design Documents by OWNER or by Governmental Authorities shall be construed as relieving CONTRACTOR of its responsibility for the suitability, completeness, and coordination of any Design Documents prepared by CONTRACTOR or its subconsultants. Any errors, omissions, or ambiguities in the Design Documents shall be resolved by CONTRACTOR at no cost to OWNER.

6. **Time of Essence; Delay.** All time limits set forth in this Agreement pertaining to CONTRACTOR’s performance of any obligation or act relating to or for the benefit of the Project are of the essence to this Agreement and shall not be exceeded by CONTRACTOR. If CONTRACTOR is delayed in the performance of its Services not due to any fault or neglect on the part of CONTRACTOR, such time shall be added to the time period for completion with no increase in the Services Fee, but neither OWNER nor CONTRACTOR shall be liable for any damages because of any such delay. CONTRACTOR shall promptly notify OWNER in writing in the event performance of Services will be delayed and reasons therefor.

7. **Notice of Increase in Scope or Cost of Services.** CONTRACTOR shall notify OWNER in writing within five (5) days after the date of discovery of any circumstance (including, without limitation, any direction or request by OWNER or its representatives) that CONTRACTOR reasonably believes will result in the increase in the expected cost of providing the Services or which will exceed any limitations in accepted Proposals for any Project. CONTRACTOR waives the right to compensation for additional Services performed beyond the scope of Services in any approved Proposal without prior written approval by OWNER that expressly acknowledges that such Services, and any accompanying increase in the Services Fee, are approved.

8. **Owner Approvals.** Approval by OWNER of any Design Documents prepared by CONTRACTOR or its subconsultants shall not relieve CONTRACTOR or its subconsultants of their responsibility for the completeness, coordination or suitability of any Design Documents to be prepared by CONTRACTOR as specified in this Agreement and in any Proposal accepted in writing by OWNER.

9. **Surveys, Services and Reports**
   a. **General.** OWNER shall furnish such inspections, reports and any other supporting data as required by applicable Laws or by the Contract Documents and which are not required to be furnished by CONTRACTOR under this Agreement or by CONTRACTOR under the Construction Contract.
   
   b. **Surveys, Legal Restrictions.** If applicable under the Proposal, OWNER shall furnish CONTRACTOR with an engineering and topographic survey of the Site, giving (as applicable) grades and lines of existing improvements (such as structures, streets, alleys, pavement); rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site; and information in OWNER’s possession or as otherwise needed for performance of CONTRACTOR’s services concerning available service and utility lines, both public and private.
   
   c. **Geotechnical.** If applicable under the Proposal, OWNER shall furnish geotechnical data and reports, or employ specialty consultants to provide such data or reports, as necessary for CONTRACTOR to perform its Services; which data and reports may include test logs, soil classifications, soil bearing values and other data and information necessary to define subsoil conditions and design foundations.
d. **No Warranty by Owner.** Although CONTRACTOR shall be entitled to rely upon the accuracy and sufficiency of surveys, data, reports or other information furnished by OWNER in performing its obligations under this Agreement, OWNER shall have no liability to CONSULTANT in the event that such surveys, data, reports or other information are found to be inaccurate, incomplete or insufficient.

e. **Notice of Defects.** *If applicable under the Proposal,* OWNER and CONTRACTOR shall each provide prompt written notice to the other party if either becomes aware of any defect or deficiency in the overall Project or nonconformance of CONTRACTOR’S Work with the Construction Contract or Construction Documents.

f. **Governmental Authorities.** OWNER shall reimburse CONTRACTOR for all fees required by any Appropriate Governmental Authority for filing and checking any of the Design Documents of CONTRACTOR or its subconsultants and for building and related permits required by Appropriate Governmental Authorities.

10. **Accompanying Documentation for Invoices.** Each invoice for payment for Services, *i.e.*, those performed and compensated on an hourly (as opposed to a lump sum) basis shall include detailed time summaries that are broken down by time keeper, task and time expended (block billings are not permitted) and copies of time sheets; and invoices, receipts and other documentation reasonably requested verifying the amounts of Services and Reimbursable Expenses for which reimbursement is sought in the invoice for payment.

11. **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 and accepted by OWNER REPRESENTATIVE. No payment to CONTRACTOR by OWNER shall be deemed an acceptance of Services not completed in accordance with this Agreement.

12. **Payment Disputes and Withholding by Owner.** OWNER shall have the right, after written notice to CONTRACTOR, to withhold from payment to CONTRACTOR any amounts in dispute, including without limitation any losses incurred by OWNER due to defects in any Design Documents prepared by CONTRACTOR or its subconsultants or a failure by CONTRACTOR to perform any obligation under this Agreement. Such withholding shall not constitute a final determination or waiver of any rights or liabilities of OWNER or CONTRACTOR with respect to responsibility for such loss, which rights and liabilities shall remain subject to determination in accordance with this Agreement. CONTRACTOR shall continue performance of its Services pending final determination of disputes relating to such withholding. CONTRACTOR shall not be entitled to any interest on any funds withheld under this paragraph.

13. **Inspection by Owner Records.** CONTRACTOR and its subconsultants 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. CONTRACTOR and its subconsultants shall maintain such records in sufficient detail to permit OWNER, OWNER independent auditors, or a designee of any of them, to thoroughly evaluate and verify the nature, scope, value and charges for Services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from other documents and records unrelated to the Project for a period of four (4) years after the
Audit. OWNER, OWNER independent auditors, or a designee of any of them, shall have the right to examine and to audit books, records, documents, and other evidence sufficient to reflect properly all costs and expenses claimed to have been incurred in CONTRACTOR and its subconsultants’ performance of this Agreement, including, without limitation, verification of the amounts and tasks performed for all time expended that is charged to OWNER on an hourly basis. Such right to audit shall include inspection at all reasonable times at CONTRACTOR offices or facilities. In addition, CONTRACTOR shall, at no cost or expense to OWNER, furnish facilities and cooperate fully with the audit. Upon request, CONTRACTOR shall provide reproducible copies of books, records and other documents in the possession of CONTRACTOR and its subconsultants that are applicable to this Agreement for reproduction by OWNER or its designee.

c. Reimbursement. To the extent that an audit by OWNER, OWNER independent auditors, or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Project by CONTRACTOR, CONTRACTOR agrees to remit the amount of the overpayment to OWNER within five (5) days after demand.

14. Termination by Owner

a. For Cause. If OWNER determines that CONTRACTOR has failed to perform in accordance with terms and conditions of Agreement, OWNER may terminate all or part of the Agreement for cause upon Four (4) days’ written notice.

b. For Convenience. OWNER may terminate or suspend performance of all or part of this Agreement for convenience and without cause at any time upon ten (10) days’ written notice to CONTRACTOR, in which case OWNER will, within forty-five (45) days after receipt and OWNER REPRESENTATIVE acceptance of an invoice for payment prepared in accordance with this Agreement, pay CONTRACTOR an amount calculated in accordance with this Agreement for all Services performed, and all authorized Reimbursable Expenses incurred, up to and including the effective date of termination.

c. Termination Payments. The payments, if any, made to CONSULTANT pursuant to this Section 15, 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, prospective losses or consequential damages, of any kind.

d. Deletion of Services. In the event of deletion by OWNER, for cause or convenience, of a portion of the Project or a portion of the Services, then CONTRACTOR’s fixed compensation for Services for the remaining portions of the Project or Services not so deleted shall be equitably adjusted to reflect the resulting reduction in CONTRACTOR’s Scope of Services.

Provided, however, that such reduction shall not require reduction of fees earned by CONTRACTOR for Services authorized by OWNER and correctly performed up to the date of deletion.

15. Payment Contingent on CONTRACTOR Furnishing All Documents, if Any. Any provision to the contrary in this Agreement notwithstanding, no payment shall be due
CONTRACTOR for authorized Services performed following termination of this Agreement until CONTRACTOR provides OWNER with any Design Documents prepared by CONTRACTOR or its subconsultants related thereto in its possession or control, to the extent this is part of the Services for a Project.

16. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless OWNER, and its Board of Education, and each of them, and each of their respective officers, board members, agents (including Program Manager), designated representatives, and employees (collectively, “Indemnitee(s)”), utilizing legal counsel reasonably acceptable to OWNER, from and against any and all claims, damages, losses and expenses (including, without limitation, all reasonable fees and expenses of engineers, architects, attorneys, and experts and all court, arbitration or other dispute resolution costs), which arise out of or result from any of the following:

a. Any negligent act or omission of CONTRACTOR or its subconsultants, officers, directors, employees, or any other person or entity for whose negligent conduct CONTRACTOR would be legally liable with respect to the performance of services under this Agreement;

b. The material false representation by CONTRACTOR given in connection with or contained in this Agreement;

c. Any claim of loss by any third person or entity against any Indemnitee arising out of an alleged or actual negligent act or omission of CONTRACTOR, its subconsultants, or any person or entity for whose acts or omissions any of them is liable as a result with respect to this Agreement and the performance of it; or

d. Infringement upon any United States patent, trademark or copyright arising out of the actual or alleged act or omission of CONTRACTOR or its subconsultants, in their performance of this Agreement; provided, however, that nothing herein shall be interpreted as obligating CONTRACTOR to indemnify any Indemnitee against such Indemnitee’s sole negligence or intentional misconduct.

Notwithstanding the foregoing, CONTRACTOR shall not be responsible for indemnifying Indemnitees for claims, damages, losses or expenses arising or resulting solely from the negligence or willful misconduct of Indemnitees.

17. Dispute Resolution. The parties shall resolve disputes by the direct negotiation process described below, in which each party shall be permitted to participate fully, and which to participate in good faith effort shall be a condition precedent to litigation – unless the claimant is unable with reasonable efforts to initiate and conclude Direct Negotiations before the right(s) or claim(s) at issue in the dispute is lost or prejudiced as a matter of law or fact.

a. Direct Negotiations. Designated representatives of OWNER and CONTRACTOR shall meet as soon as possible (but not later than ten (10) days after receipt of the claimant’s statement of dispute, containing a detailed explanation of the claim) in a good faith effort to negotiate a resolution to the claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the claim or defenses being asserted by such party, and with full authority to resolve such claim then and there, subject only to OWNER right and obligation to obtain Board of Education approval of any agreed settlement or resolution. If the claim involves the assertion of a right or claim by a third party (e.g., a contractor or architect) against CONSULTANT that is in turn
being asserted by CONTRACTOR against OWNER, then such third party shall also be
permitted to present its claim in such negotiations, provided the person presenting possesses the
same authority and knowledge required of a party representative. Upon completion of the
meeting, if the claim is not resolved, the parties may either continue the negotiations or either
party may declare negotiations ended. All discussions that occur during such negotiations and
all documents prepared solely for the purpose of such negotiations shall be confidential and
privileged. Nothing in this Agreement, however, shall imbue with privilege or confidentiality
(greater than otherwise provided in this Agreement or by law) facts relevant to the negotiation
and the Project.

b. Litigation. If the direct negotiations do not resolve the dispute(s), then the party asserting the
claim may initiate a lawsuit in the Fulton County Superior Court. The parties’ consent to the
exclusive jurisdiction and venue of the Fulton County Superior Court for the litigation of any
claims or other disputes between them relating to this Agreement, the Project, or the Services.

18. Non-Discrimination. It is the policy of OWNER that in connection with all Services rendered 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, CONTRACTOR therefore agrees to comply with
applicable Laws including, but not limited to Title VII of the Civil Rights Act of 1964, as amended;
the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; Age Discrimination Act of
1975 and Rehabilitation Act of 1973 (Section 504). In addition, CONTRACTOR agrees to require like
compliance by all subconsultants employed by CONTRACTOR on the Project.

19. Addresses for Notices. All notices, demands or requests shall include the Project name and date of this
Agreement and be addressed to the parties as follows:

   To OWNER:

   Fulton County Board of Education
   Attn: Mike Looney, Superintendent
   c/o Fulton County Schools
   6201 Powers Ferry Road NW
   Atlanta, Georgia 30339

   To CONTRACTOR:

   _________________________
   _________________________
   _________________________

20. Waiver. Provisions of this Agreement may be waived by a Party only by a written statement expressing
that it is intended as a waiver of specified provisions of the Agreement. A waiver by either party to this
Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to
be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained
herein whether of the same or a different character. OWNER approval, acceptance, use or payment for
any part of CONTRACTOR services shall not in any way alter CONTRACTOR obligations, or waive
any OWNER rights, under this Agreement.
21. **No Third-Party Rights.** Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right or obligation created by this Agreement or by operation of law.

22. **Extent of Agreement; Amendment.** This Agreement (including any accepted Proposal which shall be attached hereto as Appendix III) and the other attachments hereto, represents the entire Agreement between OWNER and CONTRACTOR for furnishing of services to the Project and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by Proposals accepted in writing by OWNER as set forth herein, or by another written instrument signed by both OWNER and CONTRACTOR and approved as required by Georgia law.

23. **Severability.** In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of all remaining provisions shall not be affected.

24. **Successors and Assigns.** This Agreement shall be binding upon OWNER and CONTRACTOR and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by CONTRACTOR without the prior written consent and approval of OWNER, which may be granted or withheld in OWNER’s sole discretion. Nothing in this Agreement shall be construed to disallow CONTRACTOR to pledge receivables to a governmentally licensed or regulated financial institution as collateral for a loan to CONTRACTOR; provided, however, that that pledge shall not be deemed to provide a right of action against OWNER by the institution related to the pledge This Agreement and all of OWNER’s rights in and to the Design Documents may be assigned by OWNER upon written notice to CONTRACTOR. OWNER shall have no liability or responsibility to CONTRACTOR for payment for any services performed after the date of such assignment and notice by OWNER.

25. **Confidentiality.** CONTRACTOR shall treat all information and data furnished to it by OWNER or any other Project Team member or otherwise obtained or prepared by CONTRACTOR concerning the Project as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with CONTRACTOR’s performance of this Agreement, any governmental filings, or applications under the Georgia Open Records Act. Unless otherwise requested by OWNER, CONTRACTOR shall not engage in any public references or statements to the Project, OWNER and CONTRACTOR’s services hereunder, including, without limitation, granting interviews to broadcast, print or other media, without the prior written consent of OWNER, which may be granted or withheld in the sole discretion of OWNER. CONTRACTOR shall instruct all of its employees of the foregoing confidentiality obligation.

26. **Independent Contractor.** CONTRACTOR is and shall at all times remain as to OWNER a wholly independent contractor. Neither OWNER nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR’s officers, agents or employees, except as herein expressly set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of OWNER. Unless otherwise set forth expressly in this Agreement, the identity of all agents of CONTRACTOR are set forth here – or will be expressly designated as such by notice in writing to OWNER by CONTRACTOR. No subconsultant, employee, or other person involved with the Project and CONTRACTOR shall be deemed an agent with authority to bind CONTRACTOR unless that person is expressly identified as such by CONTRACTOR’s designated representative set forth in this Agreement – or his or her duly designated appointee.

27. **Representations by CONTRACTOR.** CONTRACTOR represents (i) that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services
and perform the obligations required by this Agreement; (ii) that it is authorized to do business in the State of Georgia; and (iii) CONTRACTOR’s Principal in charge of the Project is duly licensed in accordance with all applicable Laws to render the services to be provided by this Agreement, if such license is required by Law for CONTRACTOR’s trade.

28. **Survival.** The provisions of this Agreement which by their nature survive completion of the Services or termination of this Agreement, including, without limitation, all warranties, indemnities and payment obligations, shall remain in full force and effect after completion or termination of this Agreement.

29. **Cost Principles.** CONTRACTOR agrees to be bound by the Expense Reimbursements Procedure of the Fulton County School System, effective date 8/10/2000 and as modified thereafter, for any reimbursable Project-related expenditure. A copy of a current document shall be provided to CONTRACTOR upon request.

30. **Interpretation.** CONTRACTOR and OWNER acknowledge that the terms of this Agreement have been mutually negotiated and, accordingly, shall not be interpreted against either OWNER or CONTRACTOR on the basis that either party was solely responsible for or in control of the drafting of this Agreement.

31. **Advertising.** CONTRACTOR may not use OWNER’s name or refer to OWNER or the Project, directly or indirectly in any promotional materials, advertisement, news release or release to any professional or trade publication without OWNER’s prior written approval, which may be withheld in its sole discretion. Nothing in this Agreement shall, however, preclude CONTRACTOR from showing pictures and plans of the Project, identifying OWNER in CONTRACTOR’s portfolio and other promotional material.

32. **Electronic Documents.** In the event of any conflict between a document contained in an electronic file and the hard copy of such document maintained in the files of OWNER or CONTRACTOR, the hard copy shall control.

33. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with laws of the State of Georgia.

34. **Key Personnel.** OWNER shall have the right, in its absolute discretion, to require the removal of CONTRACTOR’s personnel or subconsultants at any level assigned to or hired for the performance of the work hereunder if OWNER considers such removal in its best interests and directs such removal in writing to CONTRACTOR. Upon receipt of such direction by OWNER, CONTRACTOR shall remove the personnel or Subconsultant immediately from the work.

35. **Evaluation.** CONTRACTOR acknowledges that the presentation or Services may be evaluated by the Owner’s Representative and OWNER, and understands that the results of the evaluation will be made available to CONTRACTOR upon request. CONTRACTOR agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by OWNER for evaluation purposes.

36. **Conflict of Interest.** CONTRACTOR represents that it 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 known to have any such interest shall be subcontracted in connection with this Agreement, or employed by CONTRACTOR. CONTRACTOR has disclosed to OWNER prior to entering into this Agreement any and all circumstances that reasonably comprise a conflict of interest relative to the services to be provided.
CONTRACTOR 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 Agreements with this Agreement. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide OWNER with all documents or other information reasonably necessary to enable 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 OWNER may have.

End of Exhibit C
Exhibit D
INSURANCE REQUIREMENTS
Emergency Response for Construction Services Task Orders Agreement

A. Basic Insurance Requirements. Prior to commencing Services, CONTRACTOR and each of its Subconsultants, shall procure and maintain for the duration of each Project, and for three (3) years after completion thereof, at their own cost and expense, insurance as will fully protect it and OWNER and OWNER’s agents, employees, agents, officials, officers, directors, and board members (collectively, “OWNER Indemnitees”) from all incidents, accidents and claims for personal injury, bodily injury, and property damage, and from professional errors and omissions, which may arise from or in connection with the performance of services by CONSULTANT, its agents, representatives, employees or Subconsultants.

B. Minimum Limits of Insurance. CONTRACTOR and each of its Subconsultants shall obtain insurance of the types and in the amounts described below. The following are the minimum insurance and limits that the CONSULTANT must maintain. If the CONTRACTOR maintains broader coverage or higher limits than the minimums shown below, OWNER requires and shall be entitled to the broader coverage and higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to OWNER.

1. Commercial General Liability Insurance. Including contractual liability insurance, product and completed operations, personal injury, bodily injury, physical abuse, sexual misconduct and sexual molestation, advertising injury, property damage and any other type of liability for which this Contract applies, with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate. Commercial General Liability Insurance shall be written on an “occurrence” form.

2. Automobile Liability Insurance. Limits of liability of not less than $1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of Services and Work or driven onto OWNER's property. Insurance shall include all owned, non-owned and hired vehicle liability.

3. Workers’ Compensation & Employer’s Liability Insurance. Workers’ Compensation Insurance in compliance with the applicable Workers’ Compensation Act(s) of the state(s) wherein the Services are to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

4. Umbrella Insurance, with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance in the amount of not less than $3,000,000.

5. Professional Liability Insurance (Errors and Omissions). [Required if CONTRACTORS is providing professional services]. The CONTRACTOR shall procure and maintain during the life of the Contract, Insurance appropriate to the CONTRACTOR’S profession with limits of liability of not less than $3,000,000 per occurrence or claim / $3,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services.
services is covered. The CONSULTANT shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

6. **Cyber Liability Insurance.** With limits not less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.  

(Applicable if CONTRACTORS will have access to OWNER electronic data systems/network, technology, computers and/or network/login capabilities and/or private/confidential information)

7. **Pollution Legal Liability Insurance and/or Asbestos Legal Liability Insurance** applicable to the work to be performed if project involves environmental hazards, including, but not limited to the work, fueling and/or refueling vehicles/machinery on site, waste disposal, mold, lead based paints, asbestos, etc., with limits not less than $2,000,000 per occurrence or claim/ $2,000,000 policy aggregate. Insurance policy and/or insurance policies shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the CONTRACTORS’ Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

C. Other Insurance Provisions. All policies required by this Agreement are to contain, or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty-five (45) days prior written notice to OWNER.
2. Worker's Compensation and Employer's Liability and Property Insurance policies shall contain a waiver of subrogation in favor of OWNER and OWNER Indemnitees.
3. Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies shall include an appropriate endorsement making OWNER and OWNER Indemnitees Additional Insureds under such provisions.

D. Claims-Made Policies. If CONTRACTOR’s Professional (Errors and Omissions) Liability, Cyber Liability, and/or Pollutions Legal Liability Insurance is written on a claims-made coverage form:

1. The retroactive date must be shown on the Certificate of Insurance, and this date must be before the execution date of Contract or the beginning of Contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to OWNER for review, if/when requested.

E. Insurance Form and Company. All of the insurance herein specified shall be written on a form acceptable to OWNER, by companies licensed by the State of Georgia who are currently in good standing.
with the Commissioner of Insurance for the State of Georgia, and who have an A.M. Best Company rating of A+ or greater.

**F. Lapse in Coverage.** If CONTRACTOR or any Subconsultants, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a substantial breach of this Agreement. OWNER, at its sole option, may terminate this Agreement and recover all damages from CONTRACTOR resulting from said breach. Alternatively, OWNER may purchase such coverage (but has no obligation to do so), without further notice to CONTRACTOR, and deduct from sums due to CONTRACTOR any premium costs advanced by OWNER for such insurance.

**G. Verification of Insurance.** CONTRACTOR shall furnish OWNER with original Certificates of Insurance, Additional Insured, Waiver of Subrogation and Amendatory Endorsements effecting and evidencing coverage required by this Section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms acceptable to OWNER. All certificates and endorsements are to be received and approved by OWNER before performance by CONTRACTOR under this Agreement commences. Forms must be sent to FCS Contracting Dept., 6201 Powers Ferry Road, Atlanta, GA 30339, and before work commences. Certificate must include RFP, RFQ, or Contract number and Project name. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time, including endorsements (and policies, if requested) affecting the coverage required by these specifications.

**H. Primary and Non-Contributory Coverage.** For any and all claim(s), the CONTRACTOR’s insurance shall be primary, excess, contingent or on any other basis. Any insurance or self-insurance maintained by OWNER shall be non-contributory.

**I. Non-Limitation on the CONSULTANT's Liability.** The obligations for the CONTRACTOR to procure and maintain insurance shall not be construed to waive or restrict other obligations (including but not limited to CONTRACTOR's indemnification obligations), and it is understood that insurance in no way limits liability of the CONTRACTOR whether or not same is covered by insurance.

**J. Reserved Rights.** OWNER reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, at any time, if deemed necessary in its reasonable judgment.

**K. Subconsultants.** Unless otherwise approved by OWNER in writing, CONTRACTOR shall include all Subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each Subconsultants. In addition, Subconsultants shall be required to maintain insurance on the same terms and with the same coverages as required of CONTRACTOR under this Agreement adjusted with respect to the value of the work designed and specified by the Subconsultants.

*End of Exhibit D*
APPENDIX III

PROPOSAL

[Attached]
APPENDIX IV

COMPENSATION SCHEDULE
FOR
EMERGENCY RESPONSE FOR CONSTRUCTION SERVICES

HOURLY RATES
FULTON COUNTY SCHOOL SYSTEM
HOURLY COMPENSATION SCHEDULE
FOR EMERGENCY RESPONSE SERVICES

Fees shall be based on hourly rates for various staff positions per the fee schedule indicated below, *if and as applicable to the Project described in the Proposal:*

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td></td>
</tr>
<tr>
<td>Program Manager</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
</tr>
<tr>
<td>Engineers</td>
<td></td>
</tr>
<tr>
<td>Recovery Specialists</td>
<td></td>
</tr>
<tr>
<td>Trades Personnel</td>
<td></td>
</tr>
<tr>
<td>Arborist</td>
<td></td>
</tr>
<tr>
<td>Laborers</td>
<td></td>
</tr>
<tr>
<td>Administrative Staff</td>
<td></td>
</tr>
</tbody>
</table>

Hourly rates are subject to the following conditions:

1. Rates are based on staff members being based in their own office, not housed in OWNER facilities.
2. Rates do not include mileage, which will be compensated at the rate currently allowed by the Federal government.
3. Rates do not include reimbursable expenses that will be compensated at cost.
4. Note: For projects of unique size or requirements, OWNER reserves the right to negotiate an appropriate fee structure.

*End of Appendix IV*