



**INVITATION TO BID #16ITB102199B-TR**

**E-RATE CATEGORY II  
CABLING, TELECOM, AND INFRASTRUCTURE FOR LIBRARIES**

**For**

**Atlanta-Fulton Public Library**

**BID DUE DATE AND TIME:** May 10, 2016 11:00 A.M.  
**BID ISSUANCE DATE:** March 31, 2016  
**PRE-BID CONFERENCE DATE:** April 19, 2016 @ 10:00 A.M.  
**PURCHASING CONTACT:** Terrance Reese, AP @ (404) 612-4215  
**E-MAIL:** [terrance.reese@fultoncountyga.gov](mailto:terrance.reese@fultoncountyga.gov)

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

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**FULTON COUNTY GOVERNMENT****INVITATION TO BID****16ITB102199B-TR, E-RATE CATEGORY II, CABLING, TELECOM AND  
INFRASTRUCTURE FOR LIBRARIES**

Sealed Bids for the procurement of **E-Rate Category II – Cabling, Telecom and Infrastructure for Libraries** to be purchased will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **May 10, 2016**.

**PURPOSE AND SCOPE**

The purpose of this Invitation to Bid (“ITB”) is to establish an indefinite quantity, firm fixed price contract to be used as the primary source for the purchase of **Cabling, Telecom and Infrastructure** identified in the attached specifications. Commodities will be ordered from time to time in such quantity as may be needed to fill any requirements of the County. As it is impossible to determine the precise quantities that may be needed during the contract period, the Vendor is obligated to deliver in minimum/maximum quantities contracted for in accordance with the specific conditions of this bid.

**METHOD OF SOURCE SELECTION**

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed Bid.

**BID DOCUMENTS**

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

**PURCHASING CONTACT**

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government  
Department of Purchasing & Contract Compliance  
Attn: Terrance Reese APA  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Email: [terrance.reese@fultoncountyga.gov](mailto:terrance.reese@fultoncountyga.gov)  
Fax: 404.893.6268

Reference Bid #: **16ITB102199B-TR, E-Rate Category II – Cabling, Telecom and Infrastructure for Libraries**

Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

**PRE-BID CONFERENCE**

The County will hold a Pre-Bid Conference, on **Tuesday, April 19, 2016 at 11:00 A.M.**, in the Purchasing Bid Conference Room of the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Bid Conference is voluntary for responding to this ITB; however Proposers are encouraged to attend. The purpose of the Pre-Bid Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this ITB.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: [rholanda.stanberry@fultoncountyga.gov](mailto:rholanda.stanberry@fultoncountyga.gov).

**1.8 PROPOSAL DUE DATE**

All proposals are due in the Department of Purchasing of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Tuesday, May 10, 2016 11:00 A.M.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Not Applicable to this bid. However, inquiries regarding clarification should be addressed to:

Department of Purchasing & Contract Compliance  
Attn: Terrance Reese, APA  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Email: [terrance.reese@fultoncountyga.gov](mailto:terrance.reese@fultoncountyga.gov)  
Fax: 404.893.6268

Written requests for clarification must be received by close of business on **Friday, April 22, 2016**.

**END OF SECTION**

**BID FORM WITH PRICING SHEET(S)**

Submitted To: Fulton County Government

Submitted By: \_\_\_\_\_

For: **16ITB102199B-TR, E-Rate Category II - Cabling, Telecom and Infrastructure for Libraries**

Submitted on \_\_\_\_\_, 2016

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the specifications and has read all instructions to Bidders and General Terms and Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the commodities/goods to be provided.

**THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.**

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ \_\_\_\_\_  
(Dollar Amount in Numbers)

\_\_\_\_\_  
(Dollar Amount in Words)

The Bidder understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the item(s) be increased, the Bidder proposes to provide the additional item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon receipt of item(s), at which time adjustments will be made to the contract amount by direct increase or decrease.

**Bid Pricing:**

The unit price shall include all associated materials (cable, station termination outlets, faceplates, miscellaneous materials, support boxes or rings, patch cords, and specified termination materials), generally accepted as required for a complete link, and labor necessary to install all materials considering cable runs identified for each, plus travel to site(s).

Vendors may be called upon to travel to multiple locations to perform installation and repairs based on the County's requirements. Travel and volume considerations shall be included in the Bid.

All equipment pricing must include a three year warranty.

<b>BRANCHES:</b>	<b>ITEM</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
<b>Adams Park</b>			
Category 6 Single Run (300')	86	\$	\$
<b>Part # Superior Essex 77-240-2B</b>			
Category 6 Double Run (300')	15	\$	\$
<b>Part # Superior Essex 77-240-2B</b>			
Data Rack 7ftx19inch, Rack Installation Kit,	1	\$	\$
<b>Part# RRA19084-3M</b>			
8" Wire Manager, Vertical, F/R	1	\$	\$
<b>Part# 8980L-VFR</b>			
Category 6 - 5ft	75	\$	\$
<b>Leviton Part Number 62460-05</b>			
Category 6 - 7ft	41	\$	\$
<b>Leviton Part Number 62460-07</b>			

Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – “500ft” Part# <b>Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$
APC Rack Mount PDU, 30A w (10) 5-20R <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Adamsville-Collier Heights</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# <b>Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Buckhead Branch Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" <b>Part# Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Cleveland Avenue Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" <b>Part# Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>College Park Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# <b>Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Dogwood Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" <b>Part# Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>East Atlanta Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" <b>Part# Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>East Point Library</b>			
Category 6 Single Run (300')	86	\$	\$
<b>Part # Superior Essex 77-240-2B</b>			
Category 6 Double Run (300')	15	\$	\$
<b>Part # Superior Essex 77-240-2B</b>			
Data Rack 7ftx19inch, Rack Installation Kit,	1	\$	\$
<b>Part# RRA19084-3M</b>			
8" Wire Manager, Vertical, F/R	1	\$	\$
<b>Part# 8980L-VFR</b>			
Category 6 - 5ft	75	\$	\$
<b>Leviton Part Number 62460-05</b>			
Category 6 - 7ft	41	\$	\$
<b>Leviton Part Number 62460-07</b>			
Category 6 - 15ft	80	\$	\$
<b>Leviton Part Number 62460-15</b>			
48 Port - Category 6 Angled Patch Panel	3	\$	\$
<b>Leviton Part Number 69687-U48</b>			
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# Superior Essex. L4006A401	1	\$	\$
APC UPS - Rack Mount SMX3000XL–	1	\$	\$
<b>Part# - SMX3000RMLV2UNC</b>			
APC Battery Pack for SMX3000	1	\$	\$
<b>Part# - SMX120RMBP2U</b>			

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Fairburn Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" <b>Part# Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Hapeville Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# <b>Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Kirkwood Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" <b>Part# Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Martin Luther King, Jr. Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" <b>Part# Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Mechanicsville Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" <b>Part# Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Northwest/Spruill Oaks Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" <b>Part# Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Northside Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# <b>Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Ocee Library</b>			
Category 6 Single Run (300')	86	\$	\$
<b>Part # Superior Essex 77-240-2B</b>			
Category 6 Double Run (300')	15	\$	\$
<b>Part # Superior Essex 77-240-2B</b>			
Data Rack 7ftx19inch, Rack Installation Kit,	1	\$	\$
<b>Part# RRA19084-3M</b>			
8" Wire Manager, Vertical, F/R	1	\$	\$
<b>Part# 8980L-VFR</b>			
Category 6 - 5ft	75	\$	\$
<b>Leviton Part Number 62460-05</b>			
Category 6 - 7ft	41	\$	\$
<b>Leviton Part Number 62460-07</b>			
Category 6 - 15ft	80	\$	\$
<b>Leviton Part Number 62460-15</b>			
48 Port - Category 6 Angled Patch Panel	3	\$	\$
<b>Leviton Part Number 69687-U48</b>			
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# Superior Essex. L4006A401	1	\$	\$
APC UPS - Rack Mount SMX3000XL–	1	\$	\$
<b>Part# - SMX3000RMLV2UNC</b>			
APC Battery Pack for SMX3000	1	\$	\$
<b>Part# - SMX120RMBP2U</b>			

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Peachtree Library</b>			
Category 6 Single Run (300')	86	\$	\$
<b>Part # Superior Essex 77-240-2B</b>			
Category 6 Double Run (300')	15	\$	\$
<b>Part # Superior Essex 77-240-2B</b>			
Data Rack 7ftx19inch, Rack Installation Kit,	1	\$	\$
<b>Part# RRA19084-3M</b>			
8" Wire Manager, Vertical, F/R	1	\$	\$
<b>Part# 8980L-VFR</b>			
Category 6 - 5ft	75	\$	\$
<b>Leviton Part Number 62460-05</b>			
Category 6 - 7ft	41	\$	\$
<b>Leviton Part Number 62460-07</b>			
Category 6 - 15ft	80	\$	\$
<b>Leviton Part Number 62460-15</b>			
48 Port - Category 6 Angled Patch Panel	3	\$	\$
<b>Leviton Part Number 69687-U48</b>			
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# Superior Essex. L4006A401	1	\$	\$
APC UPS - Rack Mount SMX3000XL–	1	\$	\$
<b>Part# - SMX3000RMLV2UNC</b>			
APC Battery Pack for SMX3000	1	\$	\$
<b>Part# - SMX120RMBP2U</b>			

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Ponce de Leon Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# <b>Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Roswell Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# <b>Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Sandy Springs Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# <b>Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Southwest Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# <b>Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Stewart-Lakewood Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# <b>Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Washington Park Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" <b>Part# Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>West End Library</b>			
Category 6 Single Run (300') <b>Part # Superior Essex 77-240-2B</b>	86	\$	\$
Category 6 Double Run (300') <b>Part # Superior Essex 77-240-2B</b>	15	\$	\$
Data Rack 7ftx19inch, Rack Installation Kit, <b>Part# RRA19084-3M</b>	1	\$	\$
8" Wire Manager, Vertical, F/R <b>Part# 8980L-VFR</b>	1	\$	\$
Category 6 - 5ft <b>Leviton Part Number 62460-05</b>	75	\$	\$
Category 6 - 7ft <b>Leviton Part Number 62460-07</b>	41	\$	\$
Category 6 - 15ft <b>Leviton Part Number 62460-15</b>	80	\$	\$
48 Port - Category 6 Angled Patch Panel <b>Leviton Part Number 69687-U48</b>	3	\$	\$
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# <b>Superior Essex. L4006A401</b>	1	\$	\$
APC UPS - Rack Mount SMX3000XL– <b>Part# - SMX3000RMLV2UNC</b>	1	\$	\$
APC Battery Pack for SMX3000 <b>Part# - SMX120RMBP2U</b>	1	\$	\$

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	1	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	1	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	1	\$	\$
<b>Total</b>			

<b>Central Library</b>			
Category 6 Single Run (300')	575	\$	\$
<b>Part # Superior Essex 77-240-2B</b>			
Category 6 Double Run (300')	150	\$	\$
<b>Part # Superior Essex 77-240-2B</b>			
Data Rack 7ftx19inch, Rack Installation Kit,	8	\$	\$
<b>Part# RRA19084-3M</b>			
8" Wire Manager, Vertical, F/R	8	\$	\$
<b>Part# 8980L-VFR</b>			
Category 6 - 5ft	500	\$	\$
<b>Leviton Part Number 62460-05</b>			
Category 6 - 7ft	375	\$	\$
<b>Leviton Part Number 62460-07</b>			
Category 6 - 15ft	650	\$	\$
<b>Leviton Part Number 62460-15</b>			
48 Port - Category 6 Angled Patch Panel	20	\$	\$
<b>Leviton Part Number 69687-U48</b>			
6 Strand MM, 50/125 Micron, Armored – "500ft" Part# Superior Essex. L4006A401	8	\$ \$	\$
APC UPS - Rack Mount SMX3000XL–	8	\$	\$
<b>Part# - SMX3000RMLV2UNC</b>			
APC Battery Pack for SMX3000	8	\$	\$
<b>Part# - SMX120RMBP2U</b>			

APC Rack Mount PDU, 30A w (10) 5-20R  <b>Part # - AP9560</b>	8	\$	\$
APC UPC Network Management Card  <b>Part# - AP9631</b>	8	\$	\$
<b>Electrical Circuit for SMX3000XL</b>  NEMA L5-30R - Twist-Lock  (50ft cable run) 10-2 w/g MC cable, ceiling wires, caddy fasteners, Misc. install materials, 1- 30amp single pole bolt on breaker	8	\$	\$
<b>Total</b>			

<b>BRANCHES:</b>			<b>TOTAL COST</b>
<b>Adams Park</b>			
<b>Adamsville-Collier Heights</b>			
<b>Buckhead</b>			
<b>Cleveland Avenue</b>			
<b>Dogwood</b>			
<b>East Atlanta</b>			
<b>East Point</b>			
<b>Fairburn</b>			
<b>Hapeville</b>			
<b>Kirkwood</b>			
<b>Mechanicsville</b>			
<b>Martin Luther King</b>			
<b>Northeast Spruill</b>			

<b>Northside</b>			
<b>Ocee</b>			
<b>Peachtree</b>			
<b>Ponce de Leon</b>			
<b>Roswell</b>			
<b>Sandy Springs</b>			
<b>Southwest</b>			
<b>Stewart Lakewood</b>			
<b>Washington Park</b>			
<b>West End</b>			
<b>Central Library</b>			

**TOTAL COST (sum of all cabling items):** \$ \_\_\_\_\_

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

**Authorized Representative:** \_\_\_\_\_

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

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

**Exceptions:** \_\_\_\_\_



## **E-RATE CATEGORY II CABLING AND WIRING NETWORKING AND TELECOM**

### **SCOPE OF WORK**

The County's standard for network equipment is CISCO products.

Vendor must be a Cisco Certified Gold Partner with a minimum of five (5) years of experience in providing Cisco products and services.

Vendor must have qualified Cisco Certified Expert Level technical personnel on staff that are available to the County for support services. These personnel must be physically located within the metropolitan Atlanta area, so as to be available for onsite services when required with a minimum of advance notice.

All equipment pricing must include a three year warranty.

Switches installed at the branches must have the following capabilities:

- 60W Universal Power Over Ethernet (UPOE)
- Multi-gigabit access –
- StackPower
- Converged Access
- Future proofing through upgradeable ASICs –
- Flexible Netflow

### **COMPLETION OF WORK and SERVICE LEVEL AGREEMENTS**

#### **A. SITE REQUIREMENTS**

At the completion of the Work, the Vendor shall restore to its former condition, all aspects of the project site, and shall remove all waste and excess materials, rubbish, debris, tools and equipment resulting from or used in the services provided under this Contract. All clean-up, restoration, and removal noted above will be by the Vendor and at no additional cost to the County. If the Vendor fails in its duties under this paragraph, the County may, upon notice to the Vendor, perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the Vendor. The County is not responsible for any materials or equipment left on County property.

#### **1.0 GENERAL REQUIREMENTS**

Fulton County in conjunction with the Atlanta Fulton Public Library System (AFPLS) has standardized on various components and products to obtain and maintain a consistency in its infrastructure. Many of those components and products which are related to cabling and interconnection are listed within this ITB. Vendor agrees to install, test and configure the items listed in the pricing sections of the ITB.

All wiring services shall be performed in accordance with the current industry standards and governing building construction and electrical codes. For the

purposes of this specification, the terms “wiring” and “cabling” are used interchangeably. Cabling services may include, but are not limited to, installation, termination, and validation of wiring for new systems, repair and modifications to existing wiring systems, and installation and maintenance of any related ancillary materials, accessories, or equipment. Cabling services also include any necessary modifications to building walls, ceilings, floors, or other structures which are required in order to complete an installation. All services must be performed with a high degree of quality in workmanship and physical appearance. Any facility or structure which is disturbed or modified by the vendor must be returned by the vendor to original or better condition.

## 2.0 EXPERIENCE/QUALIFICATIONS

### Vendor

The Vendor shall be certified by the product manufacturer in all aspects of design, installation and testing of the products described herein. The Vendor shall have a minimum of five (5) years' experience on similar SCS cabling. The Vendor shall own and maintain tools and equipment necessary for successful installation, testing, and certification of Category 6 premise distribution systems as well as inter-building and intra-building fiber optic distribution systems. Vendor provided personnel must be adequately trained in the use of such tools and equipment.

Vendor shall hold a Low Voltage Telecommunications or Unrestricted license issued by the State of Georgia or by a state with reciprocity with Georgia and listed as such.

Print name as it appears on the license: \_\_\_\_\_

List issuing state and license number: \_\_\_\_\_

Fulton County requires that the vendor shall employ a Building Industry Consulting Service International (BICSI) Registered Communications Distribution Designers (RCDD) as a Fulton County Project Manager to ensure that standards based on the BICSI Telecommunications Distribution Methods Manuals are followed.

With Fulton County MDFs and IDF Closets comprising of an Uninterrupted Power Supply (UPS) and Extended battery packs, it is required that the Contractor possess a GA Unrestricted Electrical License to perform electrical work in conjunction with the cabling work.

Vendor shall hold an Electrical Unrestricted license issued by the State of Georgia or by a state with reciprocity with Georgia and listed as such.

The vendor will be required to perform MDF and IDF closet remediation and APC UPS battery examination/replacements as required. It is therefore required that the vendor be an APC Authorized Reliability Provider Partner.

## 2.1 CABLING BASIC REQUIREMENTS

### Hardware

Required hardware includes, but is not limited to, termination blocks or patch panel, cable, fiber, fastening devices, cable management devices, face plate (including that required for wall mounted equipment), data outlets, telecommunications outlets, patch cords and all required accessories to comply with this specification.

## 2.2 GROUNDING AND BONDING

All grounding and bonding shall meet the National Electrical Code (NEC®) as well as local codes, which may specify additional grounding and/or bonding requirements. Local codes may or may not be more restrictive; at all times the more restrictive codes shall apply and be adhered to. Minimum 6 AWG [4.1 mm (0.16 in)] insulated copper bonding conductors (part of the Telecommunications Bonding Backbone [TBB]) are installed through every major telecommunications pathway (backbone pathway) and directly bonded to a Telecommunications Grounding Bus bar (TGB) in each telecommunications equipment location. According to ANSI/TIA/EIA-607, consideration should be given to sizing conductors as large as 3/0 AWG [10 mm (0.39 in)].

## 2.3 REQUIREMENTS FOR CABLE ROUTING AND INSTALLATION

### Cabling

All communications cabling used throughout this contract shall comply with the requirements as outlined in the National Electric Code (NEC®) Articles 725, 760, 770, and 800 and the appropriate local codes. All cabling shall bear CMP (Plenum Rated), CM/CMR (Riser Rated) and/or appropriate markings for the environment in which it is installed.

### Cable Pathway

In suspended ceiling and raised floor areas where duct, cable trays or conduit are not available, the Vendor shall bundle, in bundles of 50 or less, station wiring with plastic cable ties snug, but not deforming the cable geometry. The cable bundling shall be supported via “J”, hooks attached to the existing building structure and framework at a maximum of five (5) foot intervals. Plenum rated cable will be used in all areas. The Vendor shall adhere to the manufacturers' requirements for bending radius and pulling tension of all data and telecommunications cables.

### Fire Stopping

The sealing of openings between floors, through rated fire and smoke walls, existing or created by the Vendor for cable pass through, shall be the responsibility of the Vendor. Sealing material and application of this material shall

be accomplished in such a manner which is acceptable to the local fire and building authorities having jurisdiction over this work. Creation of such openings as are necessary for cable passage between locations as shown on the drawings will be the responsibility of the Vendor. Any openings created by or for the Vendor and left unused shall also be sealed as part of this work.

### **Inside and Outside Plant Installations**

The vendor shall be responsible to provide both Inside and Outside plant work. The outside plant work shall be for inter-building connectivity that may include trenching, placing of conduit, as well as installation of copper or fiber cabling. Vendor shall assure that trenching and other similar tasks are performed by valid Georgia Utility Contractor licensee as mandated by code.

### **Vendor Responsibility**

The Vendor will be responsible for damage to any surfaces or work disrupted as a result of his work. Repair of surfaces, including painting, will be included as necessary.

### **EQUIPMENT RACKS**

The Equipment Rack (ER) shall be equipped with a system to house owner-provided equipment and Vendor provided termination bays for the multiple cable types. The equipment rack shall be designed to meet the requirements of cabling and equipment distribution systems. The racks shall be made of lightweight steel, and include the flexibility to mount various types of hardware to the frame, (i.e. vertical and horizontal wire ways)

### **Space and Usage of Existing Racks**

Where sufficient rack space is available on an existing EIA approved rack, the connections may be installed on the existing rack. The minimum rack size shall be a standard 19 inch rack with sufficient rack space to allow the Fiber Distribution Center (FDC) to be placed at the top of rack.

### **Mounting**

Racks shall be mounted on an isolation pad and utilize non-conductive washers to secure the rack to the floor. Floor mounted open racks shall be secured from the top rail to the backboard in the room with a length of cable runway to prevent movement. All racks should be grounded to the isolated ground bus bar within the equipment room using a standard ground lug and a minimum 6 AWG [4.1 mm (0.16 in)] insulated copper bonding conductors. According to ANSI/TIA/EIA-607, consideration should be given to sizing conductors as large as 3/0 AWG [10 mm (0.39 in)].

### **Fiber Communications Circuits**

Fiber Communications TC locations shall be equipped with patch panels for termination of fiber optic cable strands.

1. All fibers will be run in inner-duct and terminated in the TC's with ST, SC, or LC type connectors in rack mounted fiber distribution shelves equipped or cabinets with sufficient panels, couplers and jumper storage shelves to terminate and secure all fibers.
2. One (12-Strand, 62.5/125, 50/125 MM) fiber cable (1000 ft length), sufficient connectors, and couplers. To support and protect fiber install in plenum rated 1" inner-duct.
3. All fiber patch panels shall be securely fastened to the equipment racks.
4. Vendor shall provide all required cable management, D-rings, or other approved guides as required to make a neat installation.
5. All optical fiber cables shall be 100% tested with an optical power meter and light source for attenuation and length. The length shall be recorded using an OTDR, optical length test measurement device or sequential cable measurement markings.
6. Attenuation shall be tested at 850 nm and at 1300 nm for multimode fiber cable. Each strand shall not exceed a level of: 3.5 db/km of attenuation for 850 nm 1.5 db/km of attenuation for 1300 nm.
7. Each strand test results shall be turned over to the owner, with the following information required:
  - a. Test from point to point
  - b. Fiber I.D. label number
  - c. Fiber length
  - d. RX level
  - e. Attenuation total
  - f. \_\_\_\_\_. \_\_\_\_ db/km of attenuation for 850 nm
  - g. \_\_\_\_\_. \_\_\_\_ db/km of attenuation for 1300 nm
  - h. Wave length
  - i. Reference level

### **3.0 EXECUTION**

#### **WORKMANSHIP**

Components of the system shall be installed in a neat, workmanlike manner. Wiring color codes shall be strictly observed and terminations shall be uniform throughout the system. Identification markings and systems shall be uniform. TIA/EIA 568A5 wiring codes shall standardize all SCS wiring. Any facility or structure which is disturbed or modified by the vendor must be returned by the vendor to the original or better condition.

### **3.2 INSTALLATION**

All installations shall be done in conformance with EIA/TIA 568A standards. The Vendor shall ensure that the maximum pulling tensions of the specified distribution cables **are not** exceeded and cable bends maintain the proper radius during the placement of the facilities. Failure to follow the appropriate guidelines will require the Vendor to provide, in a timely fashion, the additional material and labor necessary to properly rectify the situation. This will also apply to any and all damages sustained to the cables by the Vendor during the installation.

**A. Bonding and Grounding**

The Vendor shall be responsible for providing an approved ground at all newly installed distribution frames, and/or insuring proper bonding to any existing facilities. The Vendor shall also be responsible for ensuring ground continuity by properly bonding all appropriate cabling, closures, cabinets, service boxes, and framework. All grounds shall consist of #6 AWG copper wire and shall be supplied from an approved building ground and bonded to the main electrical ground. Grounding shall be in accordance with the NEC, NFPA and all local codes and practices.

**B. Power Separation**

The Vendor shall NOT place any distribution cabling alongside power lines, or share the same conduit, channel or sleeve with electrical apparatus.

**C. Miscellaneous Materials**

The Vendor shall provide any necessary tie wraps, straps, clamps, mounting screws, anchors, D-rings, J hooks, wire surface mount molding (MC/MDF & TC/IDF locations), labels, miscellaneous grounding and support hardware, etc., necessary to facilitate the installation of the System, and labor to install horizontal and patch cables, dress, test, certify, and label these completed cable drops. This includes cable management (i.e. routing and dressing of cables) on the port side as well as the punch down side of the patch panel and/or punch down block (110).

**D. Special Equipment and Tools**

It shall be the responsibility of the Vendor to furnish any special installation equipment or tools necessary to properly complete the System. This may include, but is not limited to, tools for terminating cables, testing devices, ladders, lifts, splicing equipment, etc.

**E. Labeling**

The Vendor shall be responsible for printed labels for all cables and cords, distribution frames, and outlet locations, according to the County's specifications. No labels are to be written by hand. The standard labeling method that shall be enforced is as follows: Building ID, Floor, Closet, Voice/Data, Line or Cable Drop Number (Example for 395 Pryor Street, Third floor(3), South closet, Voice line, cable drop number 122; 395-3-S-V-122).

**F. Cable Storage**

The Vendor shall not roll or store cable reels without an appropriate underlay and the prior approval of the County or its General Contractor.

### 3.3 DAMAGES

The Vendor will be held responsible for any and all damages to portions of the building caused by it, its employees or subcontractors, including, but not limited to:

#### A. Building

Damage to any portion of the building caused by the movement of tools, materials or equipment

#### B. Work Spaces

Damage to any component of the construction of spaces “turned over” to the Vendor

#### C. Electrical Distribution

Damage to the electrical distribution system and/or other space “turned over” to the Vendor

#### D. Systems

Damage to the electrical, mechanical and/or life safety or other systems caused by inappropriate operation or connections made by the Vendor or other actions of Vendor

#### E. Other

Other damage to the materials, tools and/or equipment of the County, its consultants, General Contractor, subcontractors, Architect, other vendors, agents and lessees

### 3.4 PENETRATIONS OF WALLS, FLOORS AND CEILINGS

#### A. Creating Penetrations

The Vendor shall make no penetration of floors, walls or ceiling without the prior consent of the County. When requested, the vendor will create penetrations through fire-rated, acoustical or other walls for cableways such penetrations shall be sleeved and sealed, by the Vendor, in compliance with applicable code requirements and as directed by the County. This could/would include X-ray of floor or wall.

#### B. Penetration Utilization and Requirements: Non Fire-Rated

Where penetrations through acoustical walls or other walls for cableways have been provided for the Vendor, such penetrations shall be sealed by the Vendor in compliance with applicable code requirements and as directed by the County.

#### C. Penetration Utilization and Requirements: Fire-Rated

Where penetrations through fire-rated walls for cableways have been provided for the Vendor, such penetrations shall be sealed by the Vendor as required by code and as directed by the County.

**3.5 TESTING**

Testing of all copper wiring shall be performed prior to system cut over. 100 percent of the horizontal and riser wiring pairs shall be tested for opens, shorts, polarity reversals, transposition and presence of AC voltage. Telecommunications and data horizontal wiring pairs shall be tested from the information outlet (jack) to the TC. Category 5e cable runs shall be tested for conformance to the specifications of EIA/TIA 568A5 Category 5e. Category 6 cable runs shall be tested for conformance to the specifications of EIA/TIA 568A5 Category 6. Testing shall be done with a TIA/EIA TSB-67/95 UL Certified Level 2 test set. Test shall include length, mutual capacitance, characteristic impedance, attenuation, and near-end and far end crosstalk. Any pairs not meeting the requirements of the standard shall be brought into compliance by the Vendor at no charge to the County. Complete, end to end test results shall be submitted to the County prior to payment for the installation.

**3.6 COMPLETION OF WORK and SERVICE LEVEL AGREEMENTS**

**A. Site**

At the completion of the Work, the Vendor shall restore to its former condition, all aspects of the project site, and shall remove all waste and excess materials, rubbish, debris, tools and equipment resulting from or used in the services provided under this Contract. All clean-up, restoration, and removal noted above will be by the Vendor and at no additional cost to the County. If the Vendor fails in its duties under this paragraph, the County may, upon notice to the Vendor, perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the Vendor. The County is not responsible for any materials or equipment left on County property.

**3.7 REFERENCES**

In order for consideration in support of the County contract, the Vendor must supply a minimum of three references for projects of similar scope and magnitude. For each reference, vendor must supply customer name, customer contact information, project description, dollar value of contract, and dates of contract.

Contact Name	Company	Email Address	Telephone No.

## SECTION 4

### INSURANCE AND RISK MANAGEMENT PROVISIONS

This section should contain the appropriate insurance information, forms and requirements for this project. Forward a copy of the Scope of Work to the Risk Manager specific to this project and insert the appropriate insurance requirements provided by the Risk Manager following this cover page.

## Insurance and Risk Management Provisions Cabling and Wiring Networking and Telecom Service

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

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

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

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

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

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

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

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000

Damage to Rented Premises	Limits	-	\$100,000
<b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>			
<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	-	\$1,000,000
(Coverage to include owned, non-owned and hired automobile)			
<b>4. UMBRELLA LIABILITY</b>			
	Each Occurrence	-	\$1,000,000
(In excess of Auto, General Liability and Employers Liability)			

### Certificates:

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least forty-five (45) days written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government as an Additional Insured, using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

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

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

Such certificates and notices shall be sent to:

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

### Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

### USE OF PREMISES

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

**PROTECTION OF PROPERTY**

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

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

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

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

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

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

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

## PURCHASING FORMS & INSTRUCTIONS

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

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

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications (***not applicable***)
  - Form C1 – Georgia Utility License Contractor License
  - Form C2 – Georgia General Contractors License
  - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

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

**STATE OF GEORGIA**

**COUNTY OF FULTON**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

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

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

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

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

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

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

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

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

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

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

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

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

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

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

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

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

(Corporate Seal)

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

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

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

**(ATTACH COPY OF LICENSE)**

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: \_\_\_\_\_

General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

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

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

**(ATTACH COPY OF LICENSE)**

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_ Sub-Contractor \_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed:

\_\_\_\_\_

Date:

\_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

## FORM D: CERTIFICATION REGARDING DEBARMENT

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

### INSTRUCTIONS FOR CERTIFICATION

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

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

### DEBARMENT ORDINANCE

The following Section 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

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

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

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

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

- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

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

### FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One:            YES                            NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One:            YES                            NO

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

Circle One:            YES                            NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:            YES                            NO

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

Circle One:            YES                            NO

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

Circle One:            YES                            NO

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

Circle One:                      YES                      NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

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

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

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

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

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program<sup>2</sup>, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals 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 service to be rendered by such individual.

<sup>2</sup>\*[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].

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

**Instructions:**

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

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

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals 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 service to be rendered by such individual.

<sup>4</sup>\*[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].

## SECTION 6

### CONTRACT COMPLIANCE REQUIREMENTS

#### NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

#### Implementation of Equal Employment Opportunity (EEO) Policy

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

#### Monitoring of EEO Policy

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

#### DETERMINATION OF GOOD FAITH EFFORTS

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

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

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

work for which subcontracts are being solicited.

### **EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)**

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

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

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

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

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

### **REQUIRED FORMS AND EBO PLAN**

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 1

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

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

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We ( \_\_\_\_\_ ),  
Name

\_\_\_\_\_ Title Firm Name  
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

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

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

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

**EXHIBIT B – EMPLOYMENT REPORT**

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

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

FIRM'S NAME  
ADDRESS  
TELEPHONE

This completed form is for (Check only one):

Submitted by: \_\_\_\_\_

Bidder/Proposer

Subcontractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

---

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

---

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

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

**Total Percentage Value: (%)**

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

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

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

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

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

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

**EXHIBIT D**

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

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

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

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

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

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

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

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

**AUTHORIZED COMPANY REPRESENTATIVE**

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

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

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

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

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

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

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

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

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

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

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

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

**1. Firms:**

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

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

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

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

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

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

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

**Note:** Attach additional sheets as required

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

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

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

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

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

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

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

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

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

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

**EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT**

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

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

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

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_  
 SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Contract Period Ending Date
<b>TOTALS</b>						

Executed By: \_\_\_\_\_

*(Signature)*

*(Printed Name)*

Notary: \_\_\_\_\_ Date: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

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

## EXHIBIT H

### FULTON COUNTY FIRST SOURCE JOBS PROGRAM

#### **STATEMENT OF POLICY:**

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

#### **PURPOSE:**

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

#### **MONITORING POLICY:**

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

**FORM 1**

**FULTON COUNTY**

**First Source Jobs Program Information**

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

**Project Number:** \_\_\_\_\_

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

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

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

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

**Company Representative:** \_\_\_\_\_

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

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

**FORM 2**

**FULTON COUNTY**  
**First Source Jobs Program Agreement**

Awarded Contractor's Name: \_\_\_\_\_

Formal Contract Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

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

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

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

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

Contractor's Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

**FORM 3**

**SECTION 7**  
**GENERAL CONDITIONS**

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

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

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not

selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting

the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**SECTION 8**  
**ATTACHMENTS**

Name	Address	PhoneNum	City	ZipCode
Adams Park Branch	2231 Campbellton Rd SW	404-752-8763	Atlanta	30311
Adamsville-Collier Heights Branch	3424 Martin Luther King Jr. Dr	404-699-4206	Atlanta	30331
Alpharetta Branch	10 Park Plaza	404-613-6735	Alpharetta	30009
Auburn Avenue Research Library	101 Auburn Ave NE	404-730-2130	Atlanta	30303
Buckhead Branch	269 Buckhead Ave NE	404-814-3500	Atlanta	30305
Central Library	1 Margaret Mitchell Square	404-730-1700	Atlanta	30303
Cleveland Avenue Branch	47 Cleveland Ave SW	404-762-4116	Atlanta	30315
College Park Branch	3647 Main St	404-762-4060	College Park	30337
Dogwood Branch	1838 Donald Lee Hollowell Pkwy NW	404-792-4961	Atlanta	30318
East Atlanta Branch	400 Flat Shoals Ave SE	404-730-5438	Atlanta	30316
East Point Branch	2757 Main St	404-762-4842	East Point	30344
East Roswell Branch	2301 Holcomb Bridge Rd	404-613-4050	Roswell	30076
Fairburn Branch	60 Valley View Dr	404-613-4050	Fairburn	30213
Hapeville Branch	525 King Arnold St	404-762-4065	Hapeville	30354
Kirkwood Branch	11 Kirkwood Rd SE	404-377-6471	Atlanta	30317
Martin Luther King Jr. Branch	409 John Wesley Dobbs Ave	404-730-1185	Atlanta	30312
Mechanicsville Branch	400 Formwalt St SW	404-730-4779	Atlanta	30312
Metropolitan Branch	1332 Metropolitan Parkway, SW	404-613-5722	Atlanta	30310
Milton Branch	855 Mayfield Road	404-613-4402	Milton	30009
Northeast/Spruill Oaks Branch	9560 Spruill Rd	770-360-8820	Johns Creek	30022
Northside Branch	3295 Northside Pkwy NW	404-814-3508	Atlanta	30327
Northwest Atlanta Branch at Scotts Crossing	2489 Perry Blvd	404-613-4364	Atlanta	30318
Ocee Branch	5090 Abbotts Bridge Rd	770-360-8897	Johns Creek	30005
Palmetto Branch	9111 Cascade Palmetto Hwy	404-613-4075	Palmetto	30268
Peachtree Branch	1315 Peachtree St NE	404-885-7830	Atlanta	30309
Ponce de Leon Branch	980 Ponce de Leon Ave NE	404-885-7820	Atlanta	30306
Roswell Branch	115 Norcross St	770-640-3075	Roswell	30075
Sandy Springs Branch	395 Mount Vernon Hwy NE	404-303-6130	Sandy Springs	30328
South Fulton Branch	4055 Flat Shoals Rd	770-306-3092	Union City	30291
Southeast Branch	1463 Pryor Road	TBD	Atlanta	30315
Southwest Branch	3665 Cascade Rd SW	404-699-6363	Atlanta	30331
Washington Park Branch	1116 Martin Luther King Jr. Dr	404-752-8760	Atlanta	30314
West End Branch	525 Peoples St SW	404-752-8740	Atlanta	30310
Wolf Creek Branch	3100 Enon Road	404-613-4255	Atlanta	30331

**SECTION 9**  
**ATTACHMENTS**



# FULTON COUNTY

*People*      *Vision*      *Families*      *Neighborhoods*

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

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

CONTRACT DOCUMENTS FOR

**16ITB102199B-TR**

**E Rate Category II – Cabling, Telecom and Infrastructure for Libraries**

For

**Department of Information Technology**

*Index of Articles*

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*Exhibits*

- EXHIBIT A: GENERAL CONDITIONS
- EXHIBIT B: SPECIAL CONDITIONS
- EXHIBIT C: SCOPE OF WORK
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- EXHIBIT E: PURCHASING FORMS
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- EXHIBIT H: PAYMENT & PERFORMANCE BONDS (IF APPLICABLE)

**APPENDICES**

- APPENDIX 1: APPLICATION FORMS
- APPENDIX 2: PROCEDURES )

# CONTRACT AGREEMENT

Contractor: *[Insert Contractor Name]*  
Contract No.: *[Insert Project Number and Title]*  
Address: *[Insert Contractor Address]*  
City, State  
Telephone: *[Insert Contractor telephone #]*  
Email: *[Insert Consultant Email]*  
Contact: *[Insert Contractor Contact Name]*  
*[Insert Contractor Contact Title]*

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **[Insert Contractor Company Name]**, hereinafter referred to as “**Contractor**”, authorized to transact business in the State of Georgia.

## WITNESSETH

WHEREAS, County through its *Department of Information Technology* hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Contractor to perform *E Rate Category II – Cabling, Telecom and Infrastructure for Libraries* hereinafter, referred to as the “**Project**”.

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

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

## ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]

- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (if applicable)

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

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

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

#### ARTICLE 2. **SEVERABILITY**

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

#### ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform **E Rate Category II – Cabling, Telecom and Infrastructure for Libraries**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

## ARTICLE 5. SERVICES PROVIDED BY COUNTY

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

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

## ARTICLE 6. MODIFICATIONS

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

## ARTICLE 7. SCHEDULE OF WORK

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

## ARTICLE 8. CONTRACT TERM

The contract will commence as of the date indicated in the Notice to Proceed (NTP) and will terminate as indicated in the contract.

## ARTICLE 9. COMPENSATION

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

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

#### ARTICLE 10. **PERSONNEL AND EQUIPMENT**

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

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

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

#### ARTICLE 11. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

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

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

#### ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement

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

#### ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.

- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

#### ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY

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

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

#### ARTICLE 15. WAIVER OF BREACH

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

#### ARTICLE 16. INDEPENDENT CONTRACTOR

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

#### ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

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

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

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

#### **ARTICLE 18. INDEMNIFICATION**

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

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

Contractor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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

## ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

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

## ARTICLE 20. INSURANCE

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

## ARTICLE 21. PROHIBITED INTEREST

### Section 21.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

### Section 21.02 Interest of Public Officials:

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

## ARTICLE 22. SUBCONTRACTING

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

## ARTICLE 23. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment

or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

#### **ARTICLE 24. ANTI-KICKBACK CLAUSE**

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

#### **ARTICLE 25. AUDITS AND INSPECTORS**

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

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

#### **ARTICLE 26. ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles.

Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

#### ARTICLE 27. VERBAL AGREEMENT

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

#### ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

***[Insert User Department Representative Position for project]***

***[Insert User Department Address]***

Atlanta, Georgia 30303

Telephone:

Email:

Attention: ***[Insert User Department Representative for project]***

**With a copy to:**

Department of Purchasing & Contract Compliance

Director

130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 730-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

***[Insert Contractor Representative for project]***

***[Insert Contractor Address]***

Telephone:

Email:

Attention: ***[Insert Contractor Representative for project]***

## ARTICLE 29. JURISDICTION

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

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

## ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## ARTICLE 31. FORCE MAJEURE

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

## ARTICLE 32. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or

computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

### **ARTICLE 33. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

### **ARTICLE 34. INVOICING AND PAYMENT**

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

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and

subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

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

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

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

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

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

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

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

## ARTICLE 35. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

## ARTICLE 36. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

## ARTICLE 37. NON-APPROPRIATION

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

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 38. **WAGE CLAUSE**

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

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

***[Insert Contractor COMPANY NAME ]***

---

John H. Eaves, Commission Chair  
Board of Commissioners

---

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

ATTEST:

ATTEST:

---

Mark Massey  
Clerk to the Commission (Seal)

---

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

---

Office of the County Attorney

APPROVED AS TO CONTENT:

---

***[Insert Department Head Name]***  
***Department of Information Technology***

# **ADDENDA**

**EXHIBIT A**

**GENERAL CONDITIONS**

## GENERAL REQUIREMENTS

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

END OF SECTION

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

**EXHIBIT C**

**SCOPE OF WORK**

**E-RATE CATEGORY II  
CABLING AND WIRING NETWORKING AND TELECOM  
SCOPE OF WORK**

The County's standard for network equipment is CISCO products.

Vendor must be a Cisco Certified Gold Partner with a minimum of five (5) years of experience in providing Cisco products and services.

Vendor must have qualified Cisco Certified Expert Level technical personnel on staff that are available to the County for support services. These personnel must be physically located within the metropolitan Atlanta area, so as to be available for onsite services when required with a minimum of advance notice.

All equipment pricing must include a three year warranty.

Switches installed at the branches must have the following capabilities:

- 60W Universal Power Over Ethernet (UPOE)
- Multigigabit access –
- StackPower
- Converged Access
- Future proofing through upgradeable ASICs –
- Flexible Netflow

***COMPLETION OF WORK and SERVICE LEVEL AGREEMENTS***

***A. SITE REQUIREMENTS***

At the completion of the Work, the Vendor shall restore to its former condition, all aspects of the project site, and shall remove all waste and excess materials, rubbish, debris, tools and equipment resulting from or used in the services provided under this Contract. All clean-up, restoration, and removal noted above will be by the Vendor and at no additional cost to the County. If the Vendor fails in its duties under this paragraph, the County may, upon notice to the Vendor, perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the Vendor. The County is not responsible for any materials or equipment left on County property.

**1.0 GENERAL REQUIREMENTS**

Fulton County in conjunction with the Atlanta Fulton Public Library System (AFPLS) has standardized on various components and products to obtain and maintain a consistency in its infrastructure. Many of those components and products which are related to cabling and interconnection are listed within this ITB. Vendor agrees to install, test and configure the items listed in the pricing sections of the ITB.

All wiring services shall be performed in accordance with the current industry standards and governing building construction and electrical codes. For the purposes of this specification, the terms "wiring" and "cabling" are used interchangeably. Cabling services may include, but are not limited to, installation, termination, and validation of wiring for new systems, repair and modifications to existing wiring systems, and installation and maintenance of any related ancillary materials, accessories, or equipment. Cabling services also include any necessary modifications to building walls, ceilings, floors, or other structures which are required in order to complete an installation. All services must be performed with a high degree of quality in workmanship and physical appearance. Any facility or structure which is disturbed or modified by the vendor must be returned by the vendor to original or better condition.

## **2.0 EXPERIENCE/QUALIFICATIONS**

### **Vendor**

The Vendor shall be certified by the product manufacturer in all aspects of design, installation and testing of the products described herein. The Vendor shall have a minimum of five (5) years' experience on similar SCS cabling. The Vendor shall own and maintain tools and equipment necessary for successful installation, testing, and certification of Category 6 premise distribution systems as well as inter-building and intra-building fiber optic distribution systems. Vendor provided personnel must be adequately trained in the use of such tools and equipment.

Vendor shall hold a Low Voltage Telecommunications or Unrestricted license issued by the State of Georgia or by a state with reciprocity with Georgia and listed as such.

Print name as it appears on the license: \_\_\_\_\_

List issuing state and license number: \_\_\_\_\_

Fulton County requires that the vendor shall employ a Building Industry Consulting Service International (BICSI) Registered Communications Distribution Designers (RCDD) as a Fulton County Project Manager to ensure that standards based on the BICSI Telecommunications Distribution Methods Manuals are followed.

With Fulton County MDFs and IDF Closets comprising of an Uninterrupted Power Supply (UPS) and Extended battery packs, it is required that the Contractor possesses a GA Unrestricted Electrical License to perform electrical work in conjunction with the cabling work.

Vendor shall hold an Electrical Unrestricted license issued by the State of Georgia or by a state with reciprocity with Georgia and listed as such.

The vendor will be required to perform MDF and IDF closet remediation and APC UPS battery examination/replacements as required. It is therefore required that the vendor be an APC Authorized Reliability Provider Partner.

## **2.1 CABLING BASIC REQUIREMENTS**

### **Hardware**

Required hardware includes, but is not limited to, termination blocks or patch panel, cable, fiber, fastening devices, cable management devices, face plate (including that required for wall mounted equipment), data outlets, telecommunications outlets, patch cords and all required accessories to comply with this specification.

## **2.2 GROUNDING AND BONDING**

All grounding and bonding shall meet the National Electrical Code (NEC®) as well as local codes, which may specify additional grounding and/or bonding requirements. Local codes may or may not be more restrictive; at all times the more restrictive codes shall apply and be adhered to. Minimum 6 AWG [4.1 mm (0.16 in)] insulated copper bonding conductors (part of the Telecommunications Bonding Backbone [TBB]) are installed through every major telecommunications pathway (backbone pathway) and directly bonded to a Telecommunications Grounding Bus bar (TGB) in each telecommunications equipment location. According to ANSI/TIA/EIA-607, consideration should be given to sizing conductors as large as 3/0 AWG [10 mm (0.39 in)].

## **2.3 REQUIREMENTS FOR CABLE ROUTING AND INSTALLATION**

### **Cabling**

All communications cabling used throughout this contract shall comply with the requirements as outlined in the National Electric Code (NEC®) Articles 725, 760, 770, and 800 and the appropriate local codes. All cabling shall bear CMP (Plenum Rated), CM/CMR (Riser Rated) and/or appropriate markings for the environment in which it is installed.

### **Cable Pathway**

In suspended ceiling and raised floor areas where duct, cable trays or conduit are not available, the Vendor shall bundle, in bundles of 50 or less, station wiring with plastic cable ties snug, but not deforming the cable geometry. The cable bundling shall be supported via "J", hooks attached to the existing building structure and framework at a maximum of five (5) foot intervals. Plenum rated cable will be used in all areas. The Vendor shall adhere to the manufacturers' requirements for bending radius and pulling tension of all data and telecommunications cables.

## **Fire Stopping**

The sealing of openings between floors, through rated fire and smoke walls, existing or created by the Vendor for cable pass through, shall be the responsibility of the Vendor. Sealing material and application of this material shall be accomplished in such a manner which is acceptable to the local fire and building authorities having jurisdiction over this work. Creation of such openings as are necessary for cable passage between locations as shown on the drawings will be the responsibility of the Vendor. Any openings created by or for the Vendor and left unused shall also be sealed as part of this work.

## **Inside and Outside Plant Installations**

The vendor shall be responsible to provide both Inside and Outside plant work. The outside plant work shall be for inter-building connectivity that may include trenching, placing of conduit, as well as installation of copper or fiber cabling. Vendor shall assure that trenching and other similar tasks are performed by valid Georgia Utility Contractor licensee as mandated by code.

## **Vendor Responsibility**

The Vendor will be responsible for damage to any surfaces or work disrupted as a result of his work. Repair of surfaces, including painting, will be included as necessary.

## **EQUIPMENT RACKS**

The Equipment Rack (ER) shall be equipped with a system to house owner-provided equipment and Vendor provided termination bays for the multiple cable types. The equipment rack shall be designed to meet the requirements of cabling and equipment distribution systems. The racks shall be made of lightweight steel, and include the flexibility to mount various types of hardware to the frame, (i.e. vertical and horizontal wire ways)

## **Space and Usage of Existing Racks**

Where sufficient rack space is available on an existing EIA approved rack, the connections may be installed on the existing rack. The minimum rack size shall be a standard 19 inch rack with sufficient rack space to allow the Fiber Distribution Center (FDC) to be placed at the top of rack.

## **Mounting**

Racks shall be mounted on an isolation pad and utilize non-conductive washers to secure the rack to the floor. Floor mounted open racks shall be secured from the top rail to the backboard in the room with a length of cable runway to prevent movement. All racks should be grounded to the isolated ground bus bar within the equipment room using a standard ground lug and a minimum 6 AWG [4.1 mm (0.16 in)] insulated copper bonding conductors. According to ANSI/TIA/EIA-607, consideration should be given to sizing conductors as large as 3/0 AWG [10 mm (0.39 in)].

### **Fiber Communications Circuits**

Fiber Communications TC locations shall be equipped with patch panels for termination of fiber optic cable strands.

1. All fibers will be run in inner-duct and terminated in the TC's with ST, SC, or LC type connectors in rack mounted fiber distribution shelves equipped or cabinets with sufficient panels, couplers and jumper storage shelves to terminate and secure all fibers.
2. One (12-Strand, 62.5/125, 50/125 MM) fiber cable (1000 ft length), sufficient connectors, and couplers. To support and protect fiber install in plenum rated 1" inner-duct.
3. All fiber patch panels shall be securely fastened to the equipment racks.
4. Vendor shall provide all required cable management, D-rings, or other approved guides as required to make a neat installation.
5. All optical fiber cables shall be 100% tested with an optical power meter and light source for attenuation and length. The length shall be recorded using an OTDR, optical length test measurement device or sequential cable measurement markings.
6. Attenuation shall be tested at 850 nm and at 1300 nm for multimode fiber cable. Each strand shall not exceed a level of: 3.5 db/km of attenuation for 850 nm 1.5 db/km of attenuation for 1300 nm.
7. Each strand test results shall be turned over to the owner, with the following information required:
  - a. Test from point to point
  - b. Fiber I.D. label number
  - c. Fiber length
  - d. RX level
  - e. Attenuation total
  - f. \_\_\_\_ . \_\_\_\_ db/km of attenuation for 850 nm
  - g. \_\_\_\_ . \_\_\_\_ db/km of attenuation for 1300 nm
  - h. Wave length
  - i. Reference level

## **3.0 EXECUTION**

### **WORKMANSHIP**

Components of the system shall be installed in a neat, workmanlike manner. Wiring color codes shall be strictly observed and terminations shall be uniform throughout the system. Identification markings and systems shall be uniform. TIA/EIA 568A5 wiring codes shall standardize all SCS wiring. Any facility or structure which is disturbed or modified by the vendor must be returned by the vendor to the original or better condition.

## 3.2 INSTALLATION

All installations shall be done in conformance with EIA/TIA 568A standards. The Vendor shall ensure that the maximum pulling tensions of the specified distribution cables **are not** exceeded and cable bends maintain the proper radius during the placement of the facilities. Failure to follow the appropriate guidelines will require the Vendor to provide, in a timely fashion, the additional material and labor necessary to properly rectify the situation. This will also apply to any and all damages sustained to the cables by the Vendor during the installation.

### A. Bonding and Grounding

The Vendor shall be responsible for providing an approved ground at all newly installed distribution frames, and/or insuring proper bonding to any existing facilities. The Vendor shall also be responsible for ensuring ground continuity by properly bonding all appropriate cabling, closures, cabinets, service boxes, and framework. All grounds shall consist of #6 AWG copper wire and shall be supplied from an approved building ground and bonded to the main electrical ground. Grounding shall be in accordance with the NEC, NFPA and all local codes and practices.

### B. Power Separation

The Vendor shall NOT place any distribution cabling alongside power lines, or share the same conduit, channel or sleeve with electrical apparatus.

### C. Miscellaneous Materials

The Vendor shall provide any necessary tie wraps, straps, clamps, mounting screws, anchors, D-rings, J hooks, wire surface mount molding (MC/MDF & TC/IDF locations), labels, miscellaneous grounding and support hardware, etc., necessary to facilitate the installation of the System, and labor to install horizontal and patch cables, dress, test, certify, and label these completed cable drops. This includes cable management (i.e. routing and dressing of cables) on the port side as well as the punch down side of the patch panel and/or punch down block (110).

### D. Special Equipment and Tools

It shall be the responsibility of the Vendor to furnish any special installation equipment or tools necessary to properly complete the System. This may include, but is not limited to, tools for terminating cables, testing devices, ladders, lifts, splicing equipment, etc.

### E. Labeling

The Vendor shall be responsible for printed labels for all cables and cords, distribution frames, and outlet locations, according to the County's specifications. No labels are to be written by hand. The standard labeling method that shall be enforced is as follows: Building ID, Floor, Closet, Voice/Data, Line or Cable Drop Number (Example for 395 Pryor Street, Third floor(3), South closet, Voice line, cable drop number 122; 395-3-S-V-122).

**F. Cable Storage**

The Vendor shall not roll or store cable reels without an appropriate underlay and the prior approval of the County or its General Contractor.

**3.3 DAMAGES**

The Vendor will be held responsible for any and all damages to portions of the building caused by it, its employees or subcontractors, including, but not limited to:

**A. Building**

Damage to any portion of the building caused by the movement of tools, materials or equipment

**B. Work Spaces**

Damage to any component of the construction of spaces “turned over” to the Vendor

**C. Electrical Distribution**

Damage to the electrical distribution system and/or other space “turned over” to the Vendor

**D. Systems**

Damage to the electrical, mechanical and/or life safety or other systems caused by inappropriate operation or connections made by the Vendor or other actions of Vendor

**E. Other**

Other damage to the materials, tools and/or equipment of the County, its consultants, General Contractor, subcontractors, Architect, other vendors, agents and lessees

**3.4 PENETRATIONS OF WALLS, FLOORS AND CEILINGS**

**A. Creating Penetrations**

The Vendor shall make no penetration of floors, walls or ceiling without the prior consent of the County. When requested, the vendor will create penetrations through fire-rated, acoustical or other walls for cableways such penetrations shall be sleeved and sealed, by the Vendor, in compliance with applicable code requirements and as directed by the County. This could/would include X-ray of floor or wall.

**B. Penetration Utilization and Requirements: Non Fire-Rated**

Where penetrations through acoustical walls or other walls for cableways have been provided for the Vendor, such penetrations shall be sealed by the Vendor in compliance with applicable code requirements and as directed by the County.

**C. Penetration Utilization and Requirements: Fire-Rated**

Where penetrations through fire-rated walls for cableways have been provided for the Vendor, such penetrations shall be sealed by the Vendor as required by code and as directed by the County.

**3.5 TESTING**

Testing of all copper wiring shall be performed prior to system cut over. 100 percent of the horizontal and riser wiring pairs shall be tested for opens, shorts, polarity reversals, transposition and presence of AC voltage. Telecommunications and data horizontal wiring pairs shall be tested from the information outlet (jack) to the TC. Category 5e cable runs shall be tested for conformance to the specifications of EIA/TIA 568A5 Category 5e. Category 6 cable runs shall be tested for conformance to the specifications of EIA/TIA 568A5 Category 6. Testing shall be done with a TIA/EIA TSB-67/95 UL Certified Level 2 test set. Test shall include length, mutual capacitance, characteristic impedance, attenuation, and near-end and far end crosstalk. Any pairs not meeting the requirements of the standard shall be brought into compliance by the Vendor at no charge to the County. Complete, end to end test results shall be submitted to the County prior to payment for the installation.

**3.6 COMPLETION OF WORK and SERVICE LEVEL AGREEMENTS**

**A. Site**

At the completion of the Work, the Vendor shall restore to its former condition, all aspects of the project site, and shall remove all waste and excess materials, rubbish, debris, tools and equipment resulting from or used in the services provided under this Contract. All clean-up, restoration, and removal noted above will be by the Vendor and at no additional cost to the County. If the Vendor fails in its duties under this paragraph, the County may, upon notice to the Vendor, perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the Vendor. The County is not responsible for any materials or equipment left on County property.

**3.7****REFERENCES**

In order for consideration in support of the County contract, the Vendor must supply a minimum of three references for projects of similar scope and magnitude. For each reference, vendor must supply customer name, customer contact information, project description, dollar value of contract, and dates of contract.

Contact Name	Company	Email Address	Telephone No.

**EXHIBIT D**  
**COMPENSATION**

**EXHIBIT E**

**PURCHASING FORMS**

# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**