



REQUEST FOR PROPOSAL 17RFP011987B-WL

Website Hosting and Development

For

Fulton County Information Technology Department

RFP ISSUANCE DATE: Thursday, November 3, 2016

RFP DUE DATE AND TIME: Tuesday, December 20, 2016 at 11:00 A.M.

PRE-PROPOSAL CONFERENCE DATE: Tuesday, November 15, 2016

PURCHASING CONTACT: William E. Long, Jr., at 404.612.7660

E-MAIL: william.long@fultoncountyga.gov

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

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SECTION 1 INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia (“County”) is seeking the design, development, and hosting of the external website www.fultoncountyga.gov that is modern, highly attractive and built with responsive web design.

The County is seeking proposals from highly qualified, experienced website development companies to design, develop and implement its public-facing website. The chosen strategic partner must be a firm that has experience in managing local government website design projects, and expertise with best practices regarding:

- Successful website redesign
- User experience and usability testing
- Information architecture
- Website development and deployment
- Website hosting
- Content strategy
- Social media integration
- Search engine optimization
- Responsive design

The project activities should include:

- Website strategy
- Detailed scope definition
- Structure, including architecture, site maps, security, and usability
- Page layouts
- Design and graphics
- Development and testing
- New website launch
- Successful website design

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the **Fulton County Website Design, Development and Hosting**

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the [insert

project description here] to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 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 Proposal is Code Section 102-375, Competitive Selection Procedures for Professional and Consultant Services. The County reserves the right to require a demonstration of the vendor's capability to deliver the services and products requested and will likely ask to see a demonstration of the top three respondents.

1.3 BACKGROUND

Fulton County has an estimated population of the County is 996,319 and encompasses 528.7 square miles, and stretches over 70 miles from one end to the other. North Fulton includes the cities of Sandy Springs, Alpharetta, Roswell, and Mountain Park. South Fulton includes the suburban cities of College Park, East Point, Fairburn, Hapeville, Palmetto and Union City. The City of Atlanta lies between them.

Fulton County operates under the commission-county manager form of government. This system combines the policy leadership of elected officials with the administrative abilities of a county manager. There are currently 58 departments and agencies within the County.

1.4 COUNTY GOALS AND BACKGROUND

1.3.1 Project Goals

The primary objectives of the County website redesign are as follows:

1.3.1.1 Interactive and Engaging Website – Create a website with an intuitive interface that allows residents, visitors and business partners to complete their tasks quickly and easily regardless of the device they are using.

1.3.1.2 Purpose if our New Website – Our new site should:

- Serve the needs of all users by letting them easily find what they are seeking, providing them with access to key services on a 24x7 basis, allowing them to share information and interact with our staff.
- Promote transparency of our local government by making it easy for us to share and post information, and for our users to find and interact with the information.
- Represent or brand our community for residents, visitors, businesses and elected officials, and showcase our community in a

way that highlights why this is a great place to live, visit and do business.

- Provide a pleasant and delightful experience to all users by making it easy for them to complete their tasks or find what they want in a straightforward manner.
- Be strategic and nimble, and focus on making our content useful, interactive and engaging. We know that things will change in the future, and we want our site to adapt and remain relevant.

1.3.1.3 Customers – We take a broad customer-centric view of our community since we view anyone who visits our website or community as a customer. Our website is our digital front door and our goal is to focus on the needs of our customers, and on improving our interactions and engagement with our customer base.

1.3.1.4 Accessible Site – Comply with Section 508 of the Rehabilitation Act of 1973 in all areas (particularly web accessibility) and follow best practices, voluntary standards and guidelines developed by the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA compliance). In addition, the vendor should follow best practices, voluntary standards and guidelines developed by the World Wide Web Consortium’s (W3C) Web Accessibility Initiative (WAI), and train our users in creating accessible content.

1.3.1.5 Accessibility of Information – Promote the use of on-site documents (PDF or Microsoft format) and multimedia through photo, audio, video, surveys, GIS based map applications and iPad and Android tablet friendly document format posting methods that encourage user viewing and when appropriate, feedback and interaction.

1.3.1.6 Simplify and Streamline Administration – The solution should:

- Simplify website administration, allowing users of all skill levels the opportunity and means to update assigned sections of the website.
- Streamline business operations and reduce the amount of time that IT spends on enhancing and maintaining the site.

1.3.1.7 Flexible Solution – Build upon proven and accepted website development standards while maintaining flexibility to easily grow and add new functionality for audiences and administrators over time and with minimal cost. Accommodate existing auxiliary County sites to maintain unique look but share infrastructure.

1.3.1.8 Robust Hosting Environment – A hosted website solution that should include:

- Hosting in SSAE 16 Type II compliant data centers with redundancies for ISP providers, power and backups.
- Guaranteed uptime of 99.9% backed by a Service Level Agreement (SLA)

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- Full disaster recovery to a backup data center with less than 60 minutes site restoration and less than 15 minutes data replication.
 - Complete Distributed Denial of Service (DDoS) mitigation solution to detect and mitigate malicious cyber-attacks.

1.3.1.9 Evolutionary SaaS Solution – The vendor’s hosted Software as a Service (SaaS) content management solution (CMS) should be in a state of constant evolution and improvement. The annual subscription fee should cover ongoing support plus regular monthly updates and improvements to existing features of the CMS and incorporate new enhancements and features over time. This will enable us to adapt to an evolving marketplace and for our site to continually meet our customers’ needs.

1.3.2 Goals of the Vendor Partnership

1.3.2.1 Conduct limited research and analysis to inform the development of the new website.

1.3.2.2 Assist in the draft, development and design of wireframes, site map and design templates for a redesign of website.

1.3.2.3 Provide a content management system (CMS) for the new site to utilize.

1.3.2.4 Create a detailed schedule of implementation to be approved by the County.

1.3.2.5 Provide an itemized budget reflecting each step in the process. Vendors must agree to keep the quoted pricing in their proposals following the submission deadline set forth in this RFP.

1.3.2.6 Build and put the new website live, including all content migration (to be completed with the assistance of County staff).

1.3.3 Target Audience

Audiences served by the County website include or may include:

1.3.3.1 Residents and potential residents of varying backgrounds, reading and language ability

1.3.3.2 Potential County visitors

1.3.3.3 Businesses operating in County and/or businesses looking to relocate to County

1.3.3.4 State/Local government and non-profit agencies that support and complement County business

1.3.3.5 Elected and appointed officials

1.3.3.6 Community members and organizations

1.3.3.7 Local and national media

1.3.3.8 Local school districts and students

1.3.3.9 Land owners and developers (resident and non-resident)

1.3.4 Current Environment

1.3.4.1 The existing website was launched in 2011 and was a collaborative effort between County staff (Information Technology and Communications).

1.3.4.2 The website consists of web pages managed by approximately 2 webmaster within Information Technology and 100 departmental content managers utilizing the Joomla v1.8 content management system.

1.3.4.3 Approximately 3400 pages are managed through the content management system. We anticipate a significant reduction of the number of pages on the new website and would like vendors to provide best practices for accomplishing this task. Vendors should also provide best practices and suggestions for developing content with plain language standards.

1.3.4.4 The site contains approximately 10,000 documents (MS Word, Excel, PowerPoint and PDF).

1.3.4.5 Located on a physical server running Microsoft OS (Windows Server 2008, Service Pack 2).

1.5 OBTAINING THE RFP

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

1.6 SUBCONTRACTING OPPORTUNITIES

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

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Tuesday, November 15, 2016 @10:00 AM**, 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-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

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.

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, SW, Atlanta Georgia, 30303, on or before **Tuesday, December 20, 2016 at 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.

1.9 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, William E. Long, Jr., CAPA, Public Safety Building, 130 Peachtree Street, SW, Atlanta, Georgia 30303. Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

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

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

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Request for Proposal (RFP) – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Offeror – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

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

Subcontractor/sub-consultant – An individual, firm, corporation or any combination thereof, has a direct contract with Consultant/Contractor for the performance of a part of the work.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Tuesday, November 22, 2016 @ 5:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

Fulton County Department of Purchasing & Contract Compliance
Attn: William E. Long, J r., Chief Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: william.long@fultoncountyga.gov
F: (404) 893-6268

RE: Inmate Food Services and Related Food Service Operations

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an

executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year **2017**, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of **December 2017**. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the **First Renewal Term** shall begin on the 1st day of **January 1, 2018** and shall end no later than the 31st day of **December 2018**. If approved by the County Board of Commissioners, the **Second Renewal Term** shall begin on the 1st day of **January 1, 2019** and shall end no later than the 31st day of **December 2019**. If approved by the

County Board of Commissioners, the **Third Renewal Term** shall begin on the 1st day of **January 1, 2020** and shall end no later than the 31st day of **December 2020**. If approved by the County Board of Commissioners, the **Fourth Renewal Term** shall begin on the 1st day of **January 1, 2021** and shall end no later than the 31st day of **December 2021**. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

2.6 RFP SUBMITTALS

See **Exhibit 1** for the RFP Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your proposal. Failure to submit all submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a Vendor Selection Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be

considered in determining what proposal will be deemed to best meet the needs of Fulton County.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact during Procurement**" policy and shall only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

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- The County reserves the right to discontinue negotiations with any selected Proposer.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
 - The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the ***[Insert name]***, or designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to

provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 5, Proposal Forms for declarations and affidavits.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

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

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.24 RIGHT TO PROTEST

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

2.25 FIRST SOURCE JOBS 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 Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

2.26 NON-COLLUSION

By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Section 5, Proposal Forms for declarations and affidavits.

2.27 EXCEPTIONS TO THE COUNTY'S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror's proposal clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception. See Section 5, Proposal Forms for declarations and affidavits.

2.28 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.

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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 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Tuesday, December 20, 2016 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP TBD
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

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

Each envelope or package shall be clearly marked as follows:

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

3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) original and five (5) copies on CD media in PDF format.

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

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

Cost Proposal, one (1) original and one (1) copy in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

3.3.1 Vendor Experience and Development Criteria

Preference will be given to vendors with experience developing local government websites, with special attention given to vendors' breadth of experience, references, years of experience and expertise of staff. Additional development criteria include:

3.3.1.1 Collaborative Effort – The website will be developed through the cooperation of Fulton County Government (County) and the vendor, and facilitated under the supervision of a dedicated project management professional in the direct employ of the vendor.

3.3.1.2 Skilled Team – Vendor will supply a team of development professionals to supplement the development process led by the project manager. This team should include staff members skilled in local government website navigation and architecture, local government website design and support and training of the content management system.

3.3.1.3 Proven Development Process – Vendor should have a proven development process and flexible timeline structure that favors the availability and time commitment of the County.

3.3.1.4 Proven Content Management System – The proposed content management software must be a proven platform for website development and local government website architecture. Development that is requested and approved by the County should be performed by the vendor utilizing agile software development methodologies that encourage collaboration between the developer and the County.

3.3.1.5 Internal Development Staff – County prefers a vendor utilizing its own development staff rather than subcontracting pieces of the project development to additional vendors.

3.3.2 Design Guidelines and Qualifications

The design of the website should be welcoming, attractive and created by a member or members of the vendor’s professional design staff. The final version of the design should be a collaborative effort between the County and the vendor, incorporating elements that effectively represent the County’s brand and image through a consultative development process. Specific design guidelines include:

The vendor should utilize a data-driven design process to gather information to complete a comprehensive redesign of our website. The techniques should include the best practices of usability and user experience:

3.3.2.1 Stakeholder survey – the vendor should survey key stakeholders – elected officials, managers, content creators, internal users – from our County with the purpose of validating goals and tasks for the new website.

3.3.2.2 Online community survey – the vendor should utilize an online community survey to gather key information about the level of satisfaction and to determine the most common tasks and potential goals of users.

3.3.2.3 Homepage heat mapping – the vendor should use heat mapping to collect information about every action taken on the current site to review functionality and behavior. The heat mapping should include where people have clicked, scrolled and hovered on the page.

3.3.2.4 Accessibility validation (WCAG 2.0) – the vendor should analyze

the accessibility of the current site and make recommendations for the new site.

3.3.2.5 Site analytics – the vendor should utilize historical site analytics to understand patterns and information useful to the development of the new site.

3.3.2.6 Mobile usability – the vendor should analyze the current site for mobile usability and review the mobile site statistics to understand the needs of the current visitors.

3.3.2.7 User usability testing – usability testing allows vendor to conduct user research with participants in their natural environment to test interaction and identify issues with navigation and layout.

The result of the usability design study should be a written report with design recommendations and a wireframe version of the proposed new website that will be used to develop homepage and interior page design concepts.

Specific design guidelines include:

3.3.2.8 Design overview – Website design must be visually appealing, incorporating the County's colors and logo where appropriate.

3.3.2.9 Design Process – The vendor shall develop an original design for the County and over a period of time during the development of the website, consult with key members of the County's website redesign committee to make revisions and alterations to the vendor's original design submission.

3.3.2.3 Easy Updating – Design elements should include photographs and logos that are easily updated by County staff.

3.3.2.4 Consistent Website Design – Website design must remain consistent throughout all pages to maximize usability, except where differentiating between departments or sections of the website as requested by the County.

3.3.2.5 Accessibility – Website design and associated elements should comply with Section 508 of the Rehabilitation Act.

3.3.2.6 Website Design and Content Ownership – Ownership of the website design and all content (including source code) should be transferred to the County upon completion of the project. The final version of the website should be easily identified as the official site of the County.

3.3.3 Responsive Design

The County recognize that there are two ways to build a responsive website – using responsive design and adaptive design. Responsive design provides one layout that fluidly changes depending on the size of the screen. Adaptive design

has several distinct layouts for multiple screen sizes that are built for the distinct needs of that device. The County is seeking a vendor partner who has experience in both approaches and who will recommend the best solution for our needs.

The vendor is expected to produce a responsive website for the County to meet the needs of users accessing the site on a variety of devices, including computers, tablets and smart phones. Vendor must have proven success in previous responsive design projects. The solution should automatically detect the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen. This will ensure that all users will be able to view our site, no matter what device they are using.

The project is expected to include:

3.3.3.1 Clean visual design incorporating the County's logo and branding as identified in 3.2.

3.3.3.2 Responsive site creation that includes, but not limited to:

3.3.3.2.1 Creation of responsive templates

3.3.3.2.2 Creation of fluid grids

3.3.3.2.3 Navigation redesign

3.3.3.2.4 Taxonomy and site map

3.3.3.2.5 Image adjustments

3.3.3.2.6 Ability to adjust or modify responsive views on individual pages or templates

3.3.3.3 Provide Search Engine Optimization (SEO) for all pages and SEO adjustments as needed for existing site content. Provide advice on SEO policies for content created in the future after site launch.

3.3.3.4 Consider locations for digital media and graphics.

3.3.3.5 Integrate Twitter and Facebook feeds and other social tools, including the ability to comment on specific pages and/or events through social media as well as the ability to cross-post content from the CMS to the County's social networking accounts.

3.3.3.6 Insure that pages load on an average of 1.5 seconds or less.

3.3.3.7 Create new tools, if needed, within the CMS editor to all County staff to create and add new pages easily.

3.3.3.8 Provide an internal site search. Must be contained exclusively within the County's site and not outsourced to an external page hosted by a search provider such as Google.

3.3.4 System Functionality

The vendor's proposed content management system (CMS) should be a web-based application that provides the core of the entire development

process, being both the platform for development and the tool by which system administrators and contributors can update the new website. The CMS may feature plug-in applications or modules that enhance the functionality of the website, though core features should center around ease-of-use, flexibility and, for ongoing stability, an established information architecture and hosting environment.

The CMS must allow non-technical content contributors the following abilities:

3.3.4.1 Administrative Dashboard – The administrative portion of the CMS shall be accessible for all content contributors and feature a customizable interface that displays critical shortcuts, on-site items that require attention, recent activity logs and an internal messaging system that displays administrative messages and updated information.

3.3.4.2 Automatic Sitemap – The CMS should automatically create and update a sitemap and on-page breadcrumbs when content is added, edited or removed from the site.

3.3.4.3 Content Expiration – Notification of expiration of site content shall be received by content owners through notifications available via the CMS, including a dashboard administrative display and e-mail notifications. The dashboard should also detail the dates for when specific content was last updated and allow for notifications when certain time periods are reached.

3.3.4.4 Content Management – A way to add, edit and move content directly on an assigned webpage without the need to utilize or be trained on a back-end administrative system (i.e. HTML).

3.3.4.5 Content Preview – Content publishers must have the ability to preview changes prior to publishing on the site.

3.3.4.6 Content Scheduling – Content added to the site, whether as part of page content or additions to plug-in applications or modular elements shall feature delayed posting and automatic expiration abilities.

3.3.4.7 Hyperlinking – Users who wish to add simple links - either internal or external - should be provided with an option to do so through an automatic hyperlinking option.

3.3.4.8 Menu Updates – Content publishers should be able to add and update menu items if assigned the appropriate permission level.

3.3.4.9 Online Help and Training Videos – 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums.

3.3.4.10 Page Templates

3.3.4.10.1 Content publishers must have the option to use pre-created page templates to assist in the formatting and development of new content.

3.3.4.10.2 Content publishers should have the ability to place widgets or content blocks on page templates that serve specific purposes and streamline the template building process. Widgets can represent any key function such as calendars, directory, e-notification, FAQs, search, etc. Widgets should have settings to customize their look and function to meet specific needs.

3.3.4.10.3 Content publishers must have the option to share templates with and use templates from a wider community pool which shares consistent page development.

3.3.4.11 PDF Conversion – Ability to convert documents to PDFs via an included PDF conversion tool.

3.3.4.12 Spell Check – Editor should include spell-check functionality.

3.3.4.13 Support Access – Trained content creators of the CMS shall have access to live support via e-mail or phone during vendor's normal business hours.

3.3.4.14 WYSIWYG Editor – The CMS must have an advanced WYSIWYG rich text editor for content additions and updates that, while allowing flexibility for higher-end content contributors, is simple and straightforward, giving basic content contributors a basic set of fewer options to alter established site styles.

The system shall also include the following features for use by administrative users:

3.3.4.15 Approval Workflow – The ability to manage administrative access to the site through a permission system that defines in-system rights and workflows including content approval for both general content and modular applications that are included as a part of the CMS. Administrators should be able to define the workflow, assign the workflow to content groups and content types, and assign users to workflow rules. The system should support three or more approval levels.

3.3.4.16 CMS Activity Reporting – A report detailing all changes and activity taking place on the website through content contributors and administrators, which can be filtered by start and end dates, times, by content type and by action taken, and exportable.

3.3.4.17 Content Categories – Administrators shall have the ability to create content categories within CMS applications and modules and edit the parameters for categories.

3.3.4.18 Emergency Live Support – Designated administrators shall have access to live support for emergencies. Please specify the timeframes for emergency support.

3.3.4.19 Graphics Administration – Administration of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site

3.3.4.20 Login History – A separate history report detailing user login history, including the user type, the date and time of the attempted login, the IP address of the user and whether or not the login attempt was successful.

3.3.4.21 Menu Administration – Administrators shall have the ability to add, edit, update and move menu items, affecting overall site structure and organization.

3.3.4.22 Permissions – The permission system shall be divisible into both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added.

3.3.4.23 Site Search Statistics – Access to site search statistics, including the ability to filter searched terms by date and time, which can also be exported.

3.3.4.24 User-friendly URLs – System should allow for creation of user-friendly URLs

3.3.5 System Administration

3.3.5.1 Broken Link Review – An administrative center for reviewing quality assurance, including detailing broken links on the website, including the referring page location so that links can be corrected.

3.3.5.2 Dynamic Menu Structure – A dynamic menu structure, with the ability to easily add, edit, move and delete menu items in multiple structural areas of the site.

3.3.5.3 Infinite Menu Levels – An infinite menu level system that allows the addition of an unlimited number of menu levels by the County.

3.3.5.4 Infinite Page Structure – An infinite page structure system that allows the addition of an unlimited number of pages by the County.

3.3.5.5 SSL Certificate – If necessary, one or more SSL certificates to encrypt data contained in site transmissions.

3.3.5.6 Website Analytics – An administrative center for reviewing, filtering and exporting overall website statistics, including the ability to view statistics by page or section and presenting the information in a graphical representation.

3.3.6 System Features

3.3.6.1 Accessibility Add-ons – Accessibility software embedded in the website that offers users access to larger fonts and audible content

3.3.6.2 Active Directory Integration – The solution should have Active Directory integration for authentication.

3.3.6.3 Advanced Site Search – Provide an internal site search that:

3.3.6.3.1 Users should be able to sort search results by date, content, title or relevance; users should be able to filter by type of content and easily apply advanced search techniques, such as Boolean, if desired.

3.3.6.3.2 Administrators should be able to tune the search results by using synonyms for common words or terms, and promote pages through the use of keywords.

3.3.6.3.3 Search functionality should search web content as well as the contents of files (PDFs, Word Documents, etc.)

3.3.6.3.4 Is contained exclusively within the County's site and not outsourced to an external page hosted by a search provider such as Google.

3.3.6.4 APIs, Import and Export – Major components should have import and export capabilities, and APIs should be defined.

3.3.6.5 Apply for Permits – Solution should have the capability for citizens to apply for permits and the ability to electronically track the different stages of the application process. Ability to integrate this process with the CRM managed processes already in place.

3.3.6.6 Blogging – Solution should allow the creation of multiple blogs to be used by different individuals or departments within our organization. Blogging functionality should include the ability to tag or categorize posts, include a calendar and commenting functions.

3.3.6.7 Business Directory – Solution should have a local business directory that can be used to promote local industry and businesses. The directory should be an interactive index which can include name, address, link, photo, etc. Business information should be able to be entered by our staff, submitted by the business (subject to approval), or imported from another source.

3.3.6.8 Calendar – Users should have quick and easy access to add, import, export and update calendar listings, with editing methods available through a direct, front-end interface or a robust back- end interface.

3.3.6.9 Citizen Request Management Tool – Solution should have a citizen request module that allows citizens to submit requests using quick and easy forms and provides online progress tracking. Administrative side of solution should allow for creating rule-based workflow and automatic deadline notification.

3.3.6.10 Contact Us Form – Capability for citizens to contact County staff through the use of a "contact us" form on the site for each division and department.

3.3.6.11 Department/Division Pages – A-Z Guide and Department/Division pages for navigating the site will be available, but as a secondary option; primary site organization will be citizen centric and function based.

3.3.6.12 Document Archive – A document archive for specified categories of documents with built-in filtering abilities and search capabilities.

3.3.6.13 Document Storage – An on-site document storage application with unlimited levels of folders, providing centralized storage of any type of file.

3.3.6.14 E-Notifications – Want a tool that provides a sign-up box allowing users to add their names, email addresses, and district information to receive important notices. Users should be able to set their preferences and should have their sign-up validated via a confirmation email. Functionality should be integrated with calendar, job postings, news, and RFP postings. The tool should also be flexible enough to provide drop-down menu(s) for users to select the specific topic and subtopic for which they would want to receive notifications. Additionally, the contact information should be exportable in CSV, text, or Excel format.

3.3.6.15 E-Newsletter – Solution should have E-newsletter tool functionality.

3.3.6.16 Embedded Audio/Video/Media and Social Media – Easy embedding of audio, video, media and social-networking applications with associated embed codes.

3.3.6.17 Emergency Alert – Solution should have an easily visible and changeable emergency alert notifications that link to critical on-site information.

3.3.6.18 Emergency Home Page – Solution should have ability to create and easily swap out home page for emergencies, voting results or other short-term purposes.

3.3.6.19 Event Calendar – An event calendar application that allows an unlimited number of calendar categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category. The following features should also be available:

3.3.6.19.1 Capability to set up calendar events as single or recurring events, with options for daily, weekly, monthly or annual recurrences.

3.3.6.19.2 Calendar events shall provide space for full descriptions including the ability to post images, tables and video within the description.

3.3.6.19.3 The site visitor shall be able to view calendars by a list of events, a week view or a month view.

3.3.6.19.4 Calendars shall be filterable by category, a start date and an end date, with the ability to search for keywords.

3.3.6.19.5 Ability for site visitors to subscribe to updates from individual calendar categories through e-mail (HTML or plain-text) or SMS text messages.

3.6.19.6 Capability to integrate with social media websites such as Facebook and Twitter. For example, the ability to post an event or notification directly to social media website.

3.3.6.20 Event Registration – Capability for citizens to easily register for events, classes and/or make appointments on the website. Registration for appointments must be secure so that registrant information is not publicly available. Ability to pay online for events that have a cost associated with them.

3.3.6.21 Extranet – The solution should have the capability to deliver an extranet or password protected area of the website available only to those users approved to access secure content.

3.3.6.22 Facilities Reservation – Solution should have an online reservation function to make it convenient for visitors and residents to schedule local facilities.

3.3.6.23 FAQ Tool – Solution should have a FAQ application that allows an unlimited number of FAQ categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category.

3.3.6.24 Form Creator – Solution should have an online form development tool for the County to develop interactive forms:

3.3.6.24.1 Ability to have unlimited categories of forms, with an unlimited number of forms in each category.

3.3.6.24.2 Ability for citizens to complete and submit forms electronically.

3.3.6.24.3 Method by which form data is stored in a database and can be exported in a usable format from the CMS.

3.3.6.24.4 Capability to merge forms with other applications of the CMS.

3.3.6.24.5 Ability to customize forms for other applications of the CMS and tie directly into those tools.

3.3.6.24.6 Ability to customize forms to accept and process payments through integrated e-commerce functionality with or without the need to connect to a third-party software source.

3.3.6.24.7 Ability to import items from forms available via third party sources (state agencies) and replicate on County forms.

3.3.6.25 GIS Mapping – Ability to integrate with the County's GIS mapping applications.

3.3.6.26 HTML Code – The solution should have the capability to view the HTML code of any individual page and directly add or alter the code as necessary.

3.3.6.27 iFrame Functionality – The solution should have iFrame functionality to seamlessly embed other documents within any HTML page. Examples of embedded content include videos, third party

applications, Slideshare documents, etc.

3.3.6.28 Image Management – Image management tools for the addition of images to on-site content through web pages and modular elements associated with the CMS.

3.3.6.28.1 Image editing abilities on uploaded images, including the ability to change opacity, resize images dynamically based on width and height, ability to constrain proportions, flip images, rotate images, crop images, restore images and save altered images as a thumbnail or alteration of the original upload or to replace the original upload with the altered image.

3.3.6.28.2 Capacity to upload multiple images at one time and associate images with specific pages; the maximum file size should be no less than two (2) megabytes.

3.3.6.28.3 Ability to preview images prior to association with on-site content.

3.3.6.28.4 Ability to alter image properties, including image width, image height, capability to associate or disassociate width and height, border color, border width, image alignment, margins and application of CSS classes from overall website styles.

3.3.6.28.5 Full accessibility options provided in an easy-to-use interface that promotes all image-based aspects relating to Section 508 of the Rehabilitation Act, including specification of alternate text and long descriptions.

3.3.6.29 Intranet – As an option, the solution should have a “true” intranet that can be implemented and hosted on our servers behind our firewall for increased privacy and security of our internal data. The intranet solution should leverage the same content management system and allow us to share content easily with our public website without having to duplicate data. The intranet should contain the following: document storage, news, calendar, forms, staff directory and workflow. We understand that the intranet may include an additional setup and maintenance fee, and is not necessarily in the current scope.

3.3.6.30 Job Posts – One of the most popular pages on most local government sites is the job posting page. The solution should have a component to simplify the job posting process to reduce overall HR administrative time and costs. Users should be able to filter available positions by category, type of position, posting date and salary. Administrators should be able to define categories and classification of job posting.

3.3.6.31 Job Application Manager – The solution should have a module that helps government hiring managers save time by streamlining and simplifying the creation, customization and management of online job applications. Functionality should include the ability to create application

questions, mark questions as sensitive and encrypt answers, email templating to send customized notifications to applicants, personalized login accounts for job seekers to view the status of their application, and filter capabilities to create and view application lists on date, status and other parameters.

3.3.6.32 Language Translation – Solution should have functionality to have multiple language translations. Specifically, we would like to include the following languages in our solution: {define specific languages here}

3.3.6.33 Mapping – Solution should include image mapping tools to create clickable maps or images with multiple hyperlinked points

3.3.6.34 Mega Menus – The solution should provide capability for fully-customizable mega menus, including options to define the number of levels of navigation, columns and the ability to place widgets (images, content and calendars) on the menu. Mega Menus should be unique to each main navigation item

3.3.6.35 Meetings Manager – The solution should have a module that allows staff to efficiently manage council and commission meeting process including the ability to submit meeting agenda items, build agendas and log minutes. Functionality should include the ability to create different types of meetings and items, customizable approval workflows and an agenda builder with drag-and-drop feature to organize finalize an agenda.

3.3.6.36 News Posting – The solution should have the ability for use to post press releases, features stories and “what’s new” content on the site. News content should have an auto archiving functionality to archive posts after a certain timeframe. The News should also have RSS feeds automatically available if desired by website visitors. News posting should also include the option to add videos.

3.3.6.37 One-Click Social Media – Provide the ability to cross-post content from the CMS to the County’s social networking accounts.

3.3.6.38 Online Payments – The solution should have integrated online payment functionality where transaction information can be directly transmitted securely to a third-part vendor who would then process the credit card or e-check, and remit the funds into a specific bank account. Transactions should be logged into a local database for reconciliation and reporting purposes. For security purposes, credit card and confidential financial information should not be stored on the system. The solution should integrate with online forms.

3.3.6.39 Online Polling – The solution should have the ability to create and provide a poll on the website. Depending on the poll settings, the poll will appear on the public website inside a polls widget. The functionality should include the ability to add, edit, import, export and copy the poll. The admin should be able to define poll categories and capture/display poll results.

3.3.6.40 Photo Galleries – Creation of slideshows using multiple images and common tools found in the image management portion of the website CMS. This includes the ability to alter the order, speed, transition type, duration and layout of on- site slideshows. The site visitor should be able to download individual photos as well.

3.3.6.41 Remote Login and Update – Secure access for employees to work remotely and/or update the site through the use of a mobile device.

3.3.6.42 RFP Posts – Should include an RFP postings where RFPs can be posted along with amendments and updates. RFPs should be schedulable and should have the capability to automatically expire on a certain date to ensure that the site is always up-to-date.

3.3.6.43 RSS Feeds – Solution should have feeds to keep users and subscribers up-to-date on important events, news and announcements from the website. Users should be able to subscribe from any RSS reader.

3.3.6.44 Service Directory – A service directory organizes the functions of an organization instead of departments. This is key to serving the needs of the community by letting users search by topic or services. The service directory should allow users to search by keyword and should filter by category.

3.3.6.45 Single Sign-on – Should have a component where registered users can log in, view and update their information, all from their dashboard. Registered members can be added through the CMS, imported from a spreadsheet or users can add themselves via the frontend user interface.

3.3.6.46 Social Media Integration – Integrate Twitter and Facebook feeds and other social tools, including the ability to comment on specific pages and/or events through social media. This should consist of a live feed on the County's main page. The live feed should consist of the most recent post from Facebook, Twitter, etc.

3.3.6.47 Staff Directory – A staff directory with unlimited levels of divisions, departments and groups, with options for expanded staff biographies and images; e-mail addresses associated with directory listings shall be automatically obscured from automated methods e-mail collection.

3.3.6.48 Streaming Video Center – Provide capability for storing video for up to 25 meetings per year with an average of 7 hours per meeting, and 120 hours of specialty content per year.

3.3.6.49 Tagging – Ability to tag any content and search, sort or view based on those tags.

3.3.6.50 Third Party Integration – Ability to integrate with existing 3 rd party applications

3.3.6.51 User-centered Content – Organization of the site content will be functional and user-centered for ease of use by citizens and business.

3.3.7 Technology/Platform Requirements

3.3.7.1 The County hosts the existing website internally but sees value in a hosted model and outsourcing infrastructure provided high availability is a component of the vendor's design. Explain your firm's recommendations for hosting solutions to keep page load times at acceptable rates for users.

3.3.7.2 Responsive CMS Recommendation – The County is looking to have the vendor recommend a content management system. We do not have a preferred platform; a Microsoft Windows or LAMP (Linux, Apache, MySQL, PHP) based platform is acceptable provided it meets the requirements we are seeking in this RFP. Explain your firm's experience utilizing recommended CMS in designing responsive websites.

3.3.7.3 Integration – The County has an Enterprise Agreement with Microsoft and heavily utilizes SharePoint internally. Identify how your firm's solution is able to leverage these technologies.

3.3.7.4 Explain your firm's experience with other programming capabilities that would be useful in developing websites.

3.3.7.5 Browser Support – The County is looking for the new website to support mobile and desktop versions of Apple Safari, Google Chrome, Microsoft Internet Explorer and Edge, and Mozilla Firefox. The site should also support all versions of the browsers that have been released within the last 5 years.

3.3.7.6 Third Party Plugins – The County will allow the vendor to use third-party plugins where appropriate as potential solutions for a requirement.

3.3.7.7 Web and Database Servers – Preference will be given to vendors that split website management between web servers and database servers in order to optimize load time and efficiency in the hosting environment.

3.3.7.8 DDoS Mitigation – The hosted solution should protect the website against Distributed Denial of Service (DDoS) and other cyberattacks, and should be able to detect and mitigate malicious traffic within seconds. The solution should have smart- detection technology that can identify the source and analyze the behavior of the attack.

3.3.7.9 Disaster Recovery – In the event of any outage impacting the primary data center, the hosting solution must have a disaster recovery or backup data center where our website visitors will continue to be able to access our site. The Recovery Time Objective (RTO) should be 60 minutes or less and the data replication (Recovery Point Object or RPO) should be 15 minutes or less.

3.3.7.10 Hosting Data Center and Backup Data Center – The hosting platform must be in a certified data center (SSAE 16 Type II Compliant)

with multiple layers of security access, redundant ISP providers, backup power and redundant generator, and firewall protection.

3.3.7.11 Page Load Time – The solution should ensure that pages load on an average of 1.5 seconds or less.

3.3.7.12 Programming Experience – Explain your firm's experience with other programming capabilities that would be useful in developing websites.

3.3.7.13 System Uptime Guarantee – The hosting platform should have a guaranteed uptime of 99.9% and be backed by a Service Level Agreement (SLA).

3.3.8 Maintenance and Support

The vendor's CMS, including all features and modular applications associated with the CMS, must have qualified and available support included as a part of ongoing services to maintain the CMS, using guidelines, structures and materials meeting the following criteria:

3.3.8.1 Support – The vendor shall provide access to live support available via e-mail or phone during vendor's normal business hours. The support team must be fluent in the functionality and uses of both the content management system's features and associated applications and modules.

3.3.8.3 Support Materials – 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums.

3.3.8.4 Online Training Videos – An online repository of training videos for the purposes of fully training new staff members or retraining existing staff members.

While website content updates are managed by the County through the CMS, vendor must commit to regular maintenance and updating of the CMS and associated applications for the purposes of keeping the existing software up-to-date as well as introducing new functionality and applications. Vendor shall commit to:

3.3.8.5 CMS New Features – Rolling upgrades of the solution that strengthen and update the CMS's functionality and associated applications.

3.3.8.6 CMS Improvements – Regular maintenance of the CMS to improve existing functionality and, when appropriate, take the County's

requests into consideration.

3.3.8.7 CMS Development Process – An internal process dedicated to reviewing new technologies and implementing development projects in order to provide a more robust CMS with additional features and applications.

3.3.8.8 Service Level Agreement – In all submitted proposals, vendors shall be able to produce a Service Level Agreement that details guarantees of upgrades and the dedicated process for improving the software purchased by the County.

3.3.9 Mobile Applications

The inclusion of mobile applications with the website solution is not a requirement that the County is including in this RFP. However, the County is interested in any mobile solutions that your firm has successfully engineered and deployed for projects of a similar scope. Such mobile applications may include the following.

3.3.9.1 General County information and an A-Z directory of services and/or County facilities, including parks and lake information.

3.3.9.2 Crime alerts.

3.3.9.3 Citizen request tool that allows users to log complaints or requests and interact with the County in order to resolve requests.

3.3.9.4 Registration for classes and/or events, with the ability for citizens to pay for registration via credit card.

3.10 Example Sites

Below are websites that the County's Website Redesign Committee has identified as having favorable features that the vendor may be interested in utilizing as examples when redesigning the County website.

3.3.10.1 County | <http://www.jamescitycountyva.gov/>

3.3.10.1.1 The committee likes the customer oriented nature of the site, with the "How Do I..." navigation at the top.

3.3.10.1.2 Another feature is the prominence and easy accessibility to high traffic areas such as employment and County maps without the need to navigate the menu.

3.3.10.1.3 Secondary menu with the ability to navigate through departments if desired.

3.3.10.2 County | <http://www.fairfaxcounty.gov/>

3.3.10.2.1 Simplified design and search driven focus of the site, including the ability for the search to offer suggestions based on text that has been entered.

3.3.10.2.2 Online scheduling functionality.

3.3.10.3 County | <http://www.baltimorecountymd.gov/>

3.3.10.3.1 Integration of prominent search feature on the home page and customer oriented navigation.

3.3.10.3.2 Very clear icons and ease of navigation.

3.3.10.3.3 FAQ sections and how information is handled (accordion style).

3.3.10.4 County | <http://www.stancounty.com/>

3.3.10.4.1 The central module on the home page displays 5-6 recent news items and upcoming events without taking up much space, utilizing descriptive links instead of text.

3.3.10.4.2 The picture header above the central module rotates seasonally appropriate pictures and features relevant announcements.

3.3.10.4.3 Another feature of this site is the contact us form, which allows a citizen to ask a general question and select the area to which it is most appropriate.

3.3.10.5 Common features of these sites:

3.3.10.5.1 Home page that is less cluttered and has fewer links and menus of links. Wider area for content than the current County site.

3.3.10.5.2 Intuitive and customer oriented navigation structure.

3.3.10.5.3 Robust site search feature that is completely contained within the site and does not refer the user to external pages.

3.3.10.5.4 Horizontal navigation and logo utilize less space than the current County site.

Other positive sites:

<http://www.tampagov.net/>

<https://www.traviscountytx.gov/>

<https://www.oakgov.com/>

3.3.11 Additional Options

Although the County has these specific requirements, it is also interested in your ideas for the approach of redesigning the style of the County's website. We encourage respondents to consider and propose alternative solutions and recommendations. We are particularly interested in specific web functionality that

your company may have already developed and deployed in other county or city settings.

We are also interested in understanding other additional professional services available with your solution:

3.3.11.1 Accessibility Consulting – Do you offer any assistance with helping us comply with accessibility issues and creating accessible content?

3.3.11.2 Advanced Website User Experience Analysis – Do you offer any advanced services to provide an in-depth analysis of our user’s needs and expectations?

3.3.11.3 Advanced Training – Do you offer any advanced training or onsite training options beyond the base package? Or do you offer an annual refresher training for existing and new users who may have missed the original training?

3.3.11.4 Content Strategy – Do you offer any advanced training or assistance to help us with managing our content, working with users to write in the plain language style or review our existing content?

3.3.11.5 Dedicated Account Manager – Do you offer an option to have a dedicated account manager to contact for any support issues?

3.3.11.6 Departmental Branding – Do you offer any separate packages or services that will allow us to have different design themes or subsites for some of our main departments? Some differentiators would include department logo in header, unique color scheme and background, separate font style, custom page templates, custom wireframe, new custom widgets, separate navigation and menus, different header and footer configurations, standalone search and separate Google analytics.

3.3.11.7 Health Check Analysis – Do you offer any ongoing services to help us monitor the health and usefulness of our site?

3.3.11.8 Monthly Office Hours – Do you offer monthly office hours where we can call in during a set time to get answers to non-critical issues?

3.3.11.9 New User Training Webinars – Do you offer scheduled or periodic training webinars for new users?

3.3.11.10 Premium Disaster Recovery – Do you offer a premium disaster recovery solution beyond your base package that would give us 99.99% uptime guarantee and less than 5 minute recovery time?

3.3.11.11 Site Analytics Reporting – Do you offer ongoing assistance with helping us analyze our site statistics and recommending changes to make sure our website continues to meet our users’ needs?

3.4 PROJECT DELIVERABLES

The project deliverables during the implementation shall include:

Overall Project Management

-
- Kick-Off Meeting
 - Project Management Plan
 - Project Schedule
 - Weekly Status Meeting Notes
 - Monthly Progress Report or Meeting
 - Human Resource Plan
 - Change Management Plan
 - Communication Plan
 - Issues and Risk Tracking Plan and Logs

Definition and Planning

- Project Brief
- Project Plan and Timeline
- Redesign Communication Plan
- Social Media Strategy and Plan
- SEO Strategy and Plan

Site Structure and Content

- Content Outline (Draft & Final)
- Site Maintenance Plan
- Site Diagram
- Navigation (Draft & Final)
- Wireframe (Draft & Final)

Visual Design

- Multiple Draft Design Comps
- Usability Test Plan
- Usability Report and Recommendations

Site Development

- Technical/Functional Plan
- Site Templates
- Beta Version of Site

Testing and Delivery

- Unit Test Plan and Results
- Integration Test Plan and Results
- System Test Plan and Results
- Regression Test Plan and Results
- Accessibility Test Plan and Results
- Performance Test Plan and Results
- Compatibility Test Plan and Results

-
- Security Test Plan and Results
 - Operational Acceptance Test Plan and Results

Launch and Post Launch Analysis

- Style Guide
- Maintenance Plan
- SEO Submission
- Social Media Integration

3.5 PROJECT SCHEDULE

1. List any and all milestones or submittal due dates for any reports.
2. What is the estimated project duration?
3. What are consequences if project completion is delayed?

3.6 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below.

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

Section 1 - Executive Summary

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this proposal.
2. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc.).
3. Provide an executive overview of Proposer's understanding of the scope of work, approach to the work, understanding of the project's goals and objectives as well as the project's potential problems and concerns and a brief summary of Proposer's proposed solution and the Proposer's methodology to implement it.
4. Provide a summary of similar engagements where the Proposer has

successfully implemented the system being proposed.

5. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

Section 2 – Vendor System Information

1. For this hosted solution, describe your hardware and software configuration as Attachment A.
2. Describe the architecture, languages and tools used to develop your proposed solution.
3. Provide details on the licensing requirements such as enterprise, site or limited number of users and a copy of software license agreements as Attachment B in your response.

Section 3 – Services and Implementation

1. Provide an in-depth list of your firm's capabilities.
2. Explain your firm's experience in developing responsive websites.
3. Describe your organization's experience with implementing multi-lingual websites.
4. What uniquely distinguishes your offering from your competitors?
5. Describe your experience in implementing public sector market solutions.
6. Describe your implementation approach, project management tools and methodologies for the proposed solution.
7. Submit a detailed implementation plan which will address requirements, customizations, content migration, implementation schedule, delivery milestones and responsibilities for each party as Attachment C in your response.

Section 4 – Documentation and Training

1. Provide a list of the technical documentation the vendor will provide prior to the conclusion of the project.

-
2. How often is documentation updated?
 3. Is online assistance available with your system?
 4. Describe the training that accompanies the system implementation.
 5. What types of training materials are provided?
 6. Do you offer on-site training?
 7. Do you have a training facility in the (location) area? If not, where is your closest training facility?
 8. Do you offer train-the-trainer classes?
 9. Describe your training staff's qualifications and experience.

Section 5 – Qualifications of Key Personnel

1. The success of the design and implementation depends on several factors including experienced project management, a planned approach and coordination of content population. The selected vendor must provide an experienced project manager to lead the implementation process.
2. Define the process, project management and team structure that would execute this type of solution.
3. Define the interim project reviews you will utilize to gain team, management and key stakeholder buy-in and approval to move to the next phase of the project.
4. Define and describe the team members that would execute a project for the (company). Identify their experience, roles and length of time with your organization. Specify the primary point of contact.
5. How does your company manage or mitigate client changes throughout the life of a project?
6. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background

-
- Current and Past Relevant Work Experience
 - Include two (2) references for each key personnel member on similar projects.

Section 6 – Relevant Project Experience

1. Cite three examples of responsive websites your firm has developed. Clearly explain the design objectives, the outcome and whether your firm managed the entire site or specific modules or applications within the site. Reference only websites designed by a current staff member.
2. Three client references should be included in your proposal, including the following:
 - The name of the project, the owner, year performed and the project location.
 - A description of the project.
 - A reference, including a contact name, addresses, phone number, and email. This reference should be the owner's staff member who was in charge of the project for the owner.

Section 7 - Availability of Key Personnel

During the Implementation of the solution, provide the percentage of time the key personnel on the Implementation Team will spend on this project.

Section 8 – Software Support & Maintenance

1. Describe the software support/maintenance programs available.
2. Does the maintenance program include all future software upgrades?
3. Do you have a 24/7 help desk? If not, what are your help desk hours? Where is it located? Is it staffed by your own employees or is it a third-party facility? Briefly discuss technical support staffing numbers, staff experience, etc.
4. Describe your service call escalation policy.
5. Do you offer on-site support?
6. What are recommended client staffing requirements for ongoing support of the proposed solution? Discuss in terms of full-time equivalents (FTEs).

Section 9 – Warranty

1. Describe the warranty offered with your proposed solution.
2. Do the same support commitments apply during the warranty period as during the maintenance contract period?

Section 10 – Service Disabled Veterans Preference

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs.

In order to receive the SDVBE Preference points the Proposer must complete and submit Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP certifying under oath that it is eligible to receive the SDVBE preference points. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.

Section 11 – Cost

The respondent with the lowest total cost will receive the full 20 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 20, the total points allowed for cost.

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

Lowest cost submitted

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

The County will determine responsibility based on the following criteria for the proposer(s) recommended by the Evaluation Committee:

Section 12 – Proposer Financial Information

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

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

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

- a. Provide your firm's most recent balance sheets.
- b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.
- d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

Section 13 – Disclosure Form and Questionnaire

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

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

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

COST PROPOSAL FORM
(SUBMIT IN SEPARATE SEALED ENVELOPE)

<i>One time fees</i>	
TASKS	COST
Implementation of Website Design – Main Website (fultoncountyga.gov)	
Implementation of Website Design – Secondary Website – Small (up to 100 pages with various features)	
Implementation of Website Design – Secondary Website – Medium (up to 250 pages with various features)	
Implementation of Website Design – Secondary Website – Large (up to 500 pages with various features)	
Implementation Services (i.e., project management)	
Training Services	
Hourly billing rates for each job classification that will or could be utilized during the project and/or post “go-live”.	
Other Services and Costs (Specify)	
TOTAL NOT TO EXCEED PRICE	

NOTE: Total cost shall be inclusive of all projected expenses, including but not limited to transportation, meals, lodging, long distance calls, photocopying services, etc.

<i>Initial year costs</i>	
Include all fees for license, use, access, etc. <i>(as for licenses, use, access, etc.)</i>	

<i>On-going annual costs</i>	
Annual License Fee	
Annual Hosting Fee	
Hourly Rates for Custom Development	
Other ongoing costs	

<i>Optional Cost</i>	
Provide a brief description and cost associated with options provided under Section 3.3.11 <i>(licenses, use, access, etc.)</i>	

<i>Five (5) year cost of ownership</i>	
Provide the estimated total cost of ownership (TCO) for the product over a 5 year period	

(If additional space is required, include a separate sheet marked as price proposal page 2, etc.)

Provide the hourly rate on the table below for all position(s) the Proposer has identified that will be required for this project based on the Scope of Work:

Position Title	Hourly Rate	Estimated No. Of Hours	Total Fee

**SECTION 4
EVALUATION CRITERIA**

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Relevant Project Experience	10%
Availability of Key Personnel	5%
Project Plan and Approach	28%
Project Team Qualifications	10%
Key Features and Functionality identified in response	10%
Proven ability to create online services for citizens	10%
Local Preference	5%
Service Disabled Veterans Preference	2%
Cost Proposal	20%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

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

Form A: Georgia Security and Immigration Contractor Affidavit/Agreement

Form B: Georgia Security and Immigration Subcontractor Affidavit

Form C: Disclosure Form and Questionnaire

Form D: Professional License

Form E: Local Preference Affidavit of Bidder/Offeror

Form F: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Georgia Security and Immigration Contractor Affidavit and Agreement

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

Georgia Security and Immigration Subcontractor Affidavit

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

Disclosure Form and Questionnaire

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form C**, which requests disclosure of business and litigation.

Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit **Form D** and attach a copy of their license for the work they will perform on this project.

Local Preference Affidavit of Bidder/Offeror

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

Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form F**, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise ("SVDBE") by the County's Office of Contract Compliance.

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: 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 services¹ 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*,² 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 _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.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.

²*[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 B: 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 B: 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 services³ 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*,⁴ 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 _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.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.

⁴[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 C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

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

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

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

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 _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

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

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

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

Notary Public: _____

County: _____

Commission Expires: _____

STATE OF GEORGIA

COUNTY OF FULTON

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

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

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

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

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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

Implementation of Equal Employment Opportunity (EEO) Policy

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2010 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 Exhibit B, 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 EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

6.2 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*.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** 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.

6.4 PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state

6.5 REQUIRED FORMS (To be submitted with Technical Proposal)

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** submit the following completed documents with the Technical Proposal.

- Exhibit A – Promise of Non-Discrimination
- Exhibit C – Schedule of Intended Subcontractor Utilization

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

- Exhibit B – Equal Employment Opportunity Report (EEOR)
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services **(To be submitted only by subcontractor/sub-consultant/suppliers of winning Prime prior to contract execution)**
- Exhibit E – Prime Contractor’s Subcontractor Utilization Report **(To be submitted monthly with pay applications)**

All Contract Compliance documents (Exhibits A, C and the EBO Plan) are to be placed in a **separate sealed envelope** clearly marked **“CONTRACT COMPLIANCE”**. These documents are considered part of and must 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 Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ **TITLE:** _____

SIGNATURE: _____

ADDRESS: _____

PHONE NUMBER: _____ **EMAIL:** _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

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

FIRM'S NAME: _____

ADDRESS: _____

CONTACT NAME: _____

EMAIL: _____ PHONE NUMBER: _____

SUBMITTED BY: _____

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** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

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):
\$ _____ or _____ %
2. This highlighted information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

Business Name	Business Name	Business Name
% of JV _____	% of JV _____	% of JV _____
Ethnicity _____	Ethnicity _____	Ethnicity _____
Gender _____	Gender _____	Gender _____
Phone# _____	Phone# _____	Phone# _____

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 (WFBF); **If yes, please attach copy of recent certification.

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

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

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

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor 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:** _____

Business 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 subcontractors and submitted only by subs of awarded Prime prior to contract execution.

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 - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

AMOUNT OF PAY APPLICATION THIS PERIOD: \$
TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$
TOTAL AMOUNT PAID YEAR TO DATE: \$

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

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

Notary: _____ Date: _____

My Commission Expires: _____

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

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Computer Aided Dispatch & Records Management System

The following is the minimum insurance and policy 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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

Website Development and Hosting Services

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. PROFESSIONAL LIABILITY (Errors & Omission) Each Occurrence \$1,000,000

5. CYBER LIABILITY Policy Limit \$1,000,000

Certificates of Insurance

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), 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.

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

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

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

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

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

Important:

It is understood that 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).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED REQUIREMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

SECTION 8
Professional Services Contract



CONTRACT DOCUMENTS FOR

17RFP011987B-WL

Website Hosting and Development

For

Fulton County Information Technology Department

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
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- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES

CONTRACT AGREEMENT

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

This Agreement made and entered into effective the _____ day of _____, 2014 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

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

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

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

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

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

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. DELIVERABLES

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

ARTICLE 6. SERVICES PROVIDED BY COUNTY

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

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

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

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

ARTICLE 9. CONTRACT TERM

[Insert contract term and any renewal options] Make sure the contract term matches the contract term in the solicitation document exactly.

[Use this contract term if the contract is a one-time procurement or if the project is in calendar days with no renewal options.]

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

[Use this contract term if the contract is not funded with General Fund monies (Fund 100) but will include renewal options]

[Please check with the department regarding funding, if the funding is grant funding, federal funding and/or capital funds use this term of contract. If the project is funded with General Fund monies (Fund 100), the contract must end December 31st of that calendar year and you must use the Multi-Year Contract Term below.]

Example: The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

MULTI-YEAR CONTRACT TERM

[Use this contract term if the contract is an annual contract with renewal options and funded with General Fund monies (Fund 100).]

[Please check with the department regarding funding, if the funding is grant funding, federal funding and/or capital funds the contract does not have to end on December 31st of the calendar year, use "Term of Contract" above.]

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on [Insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December [Insert year]. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall

be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. [More than two renewal options must be approved by the Purchasing Director] If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of January, 2016 and shall end no later than the 31st day of December, 2016. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall

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

ARTICLE 10. COMPENSATION

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

The total contract amount for the Project shall not exceed *[Insert amount approved by BOC], (Insert dollar number in words) Example: \$500,000.00 (Five Hundred Thousand Dollars and No Cents)*, which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE 12. SUSPENSION OF WORK

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

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

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

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

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of 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 Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

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

If, after termination, it is determined that the Consultant 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 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or

construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates,

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

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to 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.

Consultant/Contractor further agrees to 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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

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

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

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for

termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

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

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement

documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

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

Section 27.02 Interest of Public Officials:

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

ARTICLE 28. SUBCONTRACTING

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

ARTICLE 29. ASSIGNABILITY

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

ARTICLE 30. ANTI-KICKBACK CLAUSE

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

ARTICLE 31. AUDITS AND INSPECTORS

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for 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. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

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

ARTICLE 33. VERBAL AGREEMENT

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

ARTICLE 34. NOTICES

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Email:

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

With a copy to:

Department of Purchasing & Contract Compliance

Interim Director

130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Email:

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

ARTICLE 35. 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 36. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE 37. FORCE MAJEURE

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

ARTICLE 38. OPEN RECORDS ACT

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

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

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

ARTICLE 40. INVOICING AND PAYMENT

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

Time of Payment: The County shall make payments to Consultant within 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: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

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

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within

forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

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

ARTICLE 41. TAXES

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

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

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

ARTICLE 44. WAGE CLAUSE

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

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

[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]
[Insert Department Head Title]

ADDENDA

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

EXHIBIT A

GENERAL CONDITIONS

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

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

EXHIBIT B

SPECIAL CONDITIONS

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

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

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

SCOPE OF WORK

The Consultant shall

EXHIBIT D

PROJECT DELIVERABLES

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

PROJECT DELIVERABLES

EXHIBIT E

COMPENSATION

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

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$110,864.00. The detailed costs are provided below:

EXHIBIT F

PURCHASING FORMS

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

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

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

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

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

1. Insurance and Risk Management Provisions from Solicitation Document

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

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

SECTION 9 EXHIBITS

Insert any exhibits after this page. Examples of exhibits are:

- *Description of an item*
- *Graph(s)*
- *Diagram(s)*
- *Organizational Chart*
- *Drawings*

Request to Proposal (RFP) Submittal Check List for

The following submittals shall be completed and submitted with each proposal (see table below "Required Proposal Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) CD's as required in Section 3.1.2 of the RFP.

Item #	Required Proposal Submittal Check List	Check (√)
1	One (1) Proposal marked " Original ", five (5) CD's or thumbdrive	
2	*Form A: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form B: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Purchasing Forms Form C: Disclosure Form & Questionnaire Form D: Professional License Form E: Local Preference Affidavit of Bidder/Offeror Form F: Service Disabled Veteran Preference Affidavit	
9	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit C: Schedule of Intended Subcontractor Utilization	
10	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
11	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
12	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
13	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	

**SECTION 10
APPENDICES**