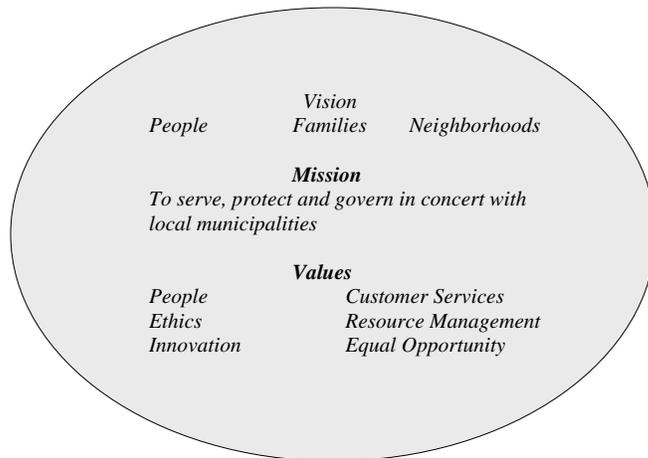




FULTON COUNTY



REQUEST FOR PROPOSAL NO: 10RFP74097YB-TR

AUTOMATED FORMS AND AGENDA MANAGEMENT SYSTEM

For

INFORMATION TECHNOLOGY

RFP DUE DATE AND TIME: [Tuesday, August 24, 2010 @ 11:00 AM](#)

RFP ISSUANCE DATE: [Thursday, July 22, 2010](#)

PRE PROPOSAL CONFERENCE: [Tuesday, August 10, 2010 @ 10:00 AM](#)

PURCHASING CONTACT: [Terrence Reese @ \(404\) 612-4215](#)

E-MAIL: terrence.reese@fultoncountyga.gov

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

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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia (“County”) is seeking to acquire an Agenda Management, Voting, and Video Streaming System.

Through the issuance of this Request For Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the procurement of a comprehensive Agenda Management, Voting, and Video Streaming System (AMVVSS) to support its Board of Commissioner’s (BOC) agendas and other meeting processes.

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 8.0. Based on the results of the evaluation, the County will award the **Automated Forms and Agenda Management System** to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves the acquisition, installation, training, and on-going system maintenance and support for comprehensive Agenda Management, Voting, and Video Streaming System Solution.

The Proposal shall include the following statement:

“This proposal represents all costs to cover and include all labor and supervision, materials, equipment, machinery, apparatus, tools, services, transportation, and all other facilities, licenses, permits, taxes, fees, charges, excises, services, expenses and incidentals of any description whatsoever necessary to perform and complete in a professional manner and to the complete satisfaction and approval of the Fulton County Government.

1.3 BACKGROUND

The Clerk to Commission currently utilizes a product called “**AgendaMaestro**” to prepare, store and archive BOC agendas and meeting information.

AgendaMaestro, formerly called **DocDepot**, is a Windows NT/Internet Information Server based Document Management System (electronic document repository).

Fulton County is committed to incorporating appropriate technology that will improve the level of service provided to the citizens of Fulton County. Fulton County’s goal during this project will be to implement an integrated AMVVSS that will address the following County objectives:

- Streamline the process of producing the agenda, minutes, video and archiving of the Board of Commissioner’s meeting process (other meeting types may be requested)

- Improve operational efficiency and optimize the life-cycle cost of providing archival records to the public.
- Implement mission critical business information systems without any service disruptions or loss of revenue.

The current agenda system allows multiple users to access documents of any format via the Internet or company intranet using a standard web browser. Documents can be retrieved based on document index (Meta) data or full text searches. [AgendaMaestro](#) also enables users to store, retrieve, and search. The new system must be able to provide this basic functionality.

Fulton County BOC Agenda Statistics
The table below displays the estimated yearly work load.

Table 1 - Estimated Work Load

Category	Number
Board Meetings Annually	48
Number of packets created for public	6
Number of packets created for staff	27
Number of packets created for Board	12
Average number of pages in each packet	400
Average number of people who review/approve an item	4
Average number of items on each agenda	25

1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- Acquire and implement a comprehensive, end-to-end, organization-wide agenda automation and legislative history software system that will accommodate its expanding needs, improve access to information, streamline agenda preparation and management processes, clarify and improve agenda access and access control.
- The goals and objectives of this project are to fully implement an agenda management, voting, and video streaming system. This project will entail the procurement of **software, hardware, licenses, professional services, and data conversion**.
- Successful implementation of an agenda management system will address the deficiencies currently seen in how agendas are prepared, i.e. electronic workflow of all requests, both for procurement and non-procurement items from the individual departments through Purchasing (if procurement), Finance, County Attorney, Information Technology (if necessary),

Environment and Community Development (if necessary), and Public Works (if necessary), eliminating the duplication of effort in re-keying agenda items, eliminating the opportunity for agenda items to be misplaced prior to being added to an agenda, and duplicative editing. Use of such a system would also help to standardize the formats of the agendas and enforce the timeliness for submittal of materials for placement on agendas. The ancillary benefits of being able to have all information available electronically for review by Board Members, and potentially by members of the general public will help to improve the quality of Committee deliberations.

Please note – the business process mentioned below used to route requests through departments, for County Manager approval and for placing items on the agenda are subject to change at the discretion of the County.

Please refer to [Appendix Three](#) for an Organizational Chart of the Office of County Manager.

1.5 BACKGROUND OF BUSINESS PROCESSES

BOARD OF COMMISSIONERS

The Fulton County Commission is empowered to set County policy, adopt laws, implement them and except for the responsibilities of other elected officials, carry out day-to-day operations of the County. Their responsibilities include, but are not limited to:

- Adopting, amending and repealing all county ordinances, which are essentially laws of the county.
- Adopting the county's annual budget and impose the taxes and set the fees that fund it.
- Operate all departments of the county except those headed by other elected officials, including:
 - Implementation of laws relating to land use planning and zoning
 - Building permits and inspections
 - Parks & recreation programs
 - Extension
 - Health and Wellness
 - Mental Health
 - Human Services
 - Public Works
 - Fire Department
 - Police Department
 - Superior and State Courts
 - E-911 & Emergency Services
 - Elections and Voter Registration
 - Internal services of the County such as Purchasing, Finance and Information Technology, etc.

In order to carry out these responsibilities, it is necessary that the Fulton County Board of Commissioners meet on the first and third Wednesday of each month. The process of preparing the agenda for this meeting is described below.

The Fulton County Board of Commissioners manages the day-to-day operations of Fulton County through the appointment of a County Manager. The Fulton County Manager is Mr. [Zachary Williams](#).

PROCUREMENT REQUESTS

All procurement recommendations must be in writing and submitted through the Director of Purchasing to the County Manager. Upon receipt of the written request, the County Manager will make a determination on whether and when a department's recommendation is to be presented to the Board of Commissioners for final action.

Under current policy and procedure, any procurement which involves the expenditure of \$50,000 and higher or requires the approval and execution of a written contract (regardless of the contract amount) must be presented to the Board of Commission for final approval. In addition, State purchasing law and County Code of Laws require all emergency procurements (regardless of the amount of the emergency procurement) that have been approved by the County Manger must be forwarded to the Board for ratification and be made a part of the minutes of the next scheduled meeting of the Board of Commissioners.

COUNTY MANAGER'S REQUIREMENTS

All requests for items to be placed on the agenda of the Fulton County Commissioners must be processed through the Office of the County Manager.

The information that follows provides examples of the County Manager's Agenda Report Form and supporting documents required for departments in submitting recommendations under various procurement categories:

- Emergency Purchase Order
- Change Order less than 10%
- Lowest Responsible Bidder
- Recommended Proposal
- Change Order Greater than 10%
- Sole Source
- Renewal of Existing Contract
- Extend Existing Contract
- Contract amendment
- Statewide Contract
- Contract Agreement

AGENDA CREATION PROCESS

- Departments submit tentative BOC items to the County Manager's Executive Team for review and tentative approval. The agenda items are submitted on a standard "[Agenda Report](#)" form by the requesting department ([See Appendix](#)).

- Once approved by the County Manager’s Executive Team, the agenda report, contract sign-off sheet and all supporting documentation are routed through several agencies for approval. Routing may vary and is dependent on the type of agenda request. For example, a request to purchase a software item must be approved by the Fulton County Department of Information Technology prior to its submission to the Purchasing Department. The proposed system should include configurable/automated workflow functionality and the ability to track an agenda item at any phase of the workflow.
- A completed agenda package is routed to the Fulton County Clerk of the Commission to create the final agenda.
- The final agenda is published on the Fulton County website including links to supporting documentation (in searchable PDF format). The current application used to produce links to backup documentation within the agenda is called “[Info Linker](#)” by [DocMaestro](#).

BOARD OF COMMISSIONER’S MEETING

- During the meeting, the Chairman of the BOC will conduct the meeting based on the agenda presented. The Chairman and/or the Clerk of the Commission should have control of the agenda and all means of communication within the meeting including microphones, video screens or other devices.
- As the agenda is processed, the Clerk of the Commission will record minutes of the meeting. These minutes should be indexed and coordinate with the agenda.
- A video recording of the meeting will be taken and should be indexed according to minutes and agenda.

POST MEETING PROCESSING

- After the meeting, the minutes and the video will be posted to the Fulton County web site for public access.
- Non-procurement items that have been approved will go to the Chairman for signature.
- Procurement items that have been approved will go back to the requesting department for contract preparation. Once the contract has been reviewed and approved by the requesting department, it will go to the Chairman for signature. Purchase Orders are then entered into the County ERP System (CGI-AMS Advantage) and the item will be ordered. When it arrives (physical items) or is provided (service items), receiver documents will be entered into ERP system and payment will be generated.

[For a graphical representation of the business processes, see Appendix.](#)

1.6 GOALS AND OBJECTIVE OF THE PROJECT

The new agenda management solution will provide the basis for greater efficiency and flexibility for the Fulton County Board of Commissioners while providing greater access to information for businesses and residents of Fulton County. By combining video and text with database indexing, Fulton County will have the ability to immediately modify, add or change the current agenda on-the-fly while providing our customers with the tools to quickly research and find needed information after meetings are held.

The successful respondent will provide to Fulton County a comprehensive legislative information management and tracking system specifically capable of the generation and maintenance of agenda documentation for use by the County Board of Commissioners, various other County Boards, commissions, committees, employees and citizens.

The goals and objectives of this project are to fully implement an agenda management, voting, and video streaming system. This project will entail the procurement of [software](#), [hardware](#), [licenses](#), [professional services](#), and [data conversion](#).

FULTON COUNTY BOARD OF COMMISSION GOALS

The Fulton County Board of Commissioners has established a number of goals to provide greater services and more efficient government to the citizens of Fulton County. This initiative is directly connected to the following strategic objectives:

- To Reduce and/or mitigate the negative impact of Fulton County Operations on the environment and;
- To improve the efficiency of Fulton County Operations.

DEPARTMENT OF INFORMATION TECHNOLOGY GOALS

In compliance with the stated goals and objectives of the Board of Commissioners, the Department of Information Technology has established a Technology Strategic Plan to accomplish these goals. This initiative is in conformance with the Technology Strategic Plan and is in line with the following objectives:

- **Goal 1: Efficiency**
 - Offers a positive return on investment (ROI)
 - Improves productivity and/or reduces future expenditures
- **Goal 2: Public Access and Customer Service**
 - Improves accessibility of public records
 - Improves accessibility to county services, resources, and/or officials
 - Improves the quality and/or usability of internal and/or external County services

- **Goal 3: Transparency and Accountability for Decisions**
 - Makes decisions and decision-related materials more easily available
 - Supports ability to track long-term outcomes
 - Supports visibility into the decision process
 - Supports input and feedback related to countywide decisions

1.7 PURCHASING THE RFP

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

1.8 PRE-PROPOSAL CONFERENCE/SITE VISIT

The County will hold a Pre-Proposal Conference/Site Visit on [Tuesday, August 10, 2010 at 10:00 AM](#) in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however, Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP. [There will be a physical walk through of Fulton County’s Assembly Hall located at 141 Pryor Street, SW, Atlanta, Georgia 30303 following the Pre-Proposal Conference in order to assess current configurations and equipment.](#)

1.9 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before [Tuesday, August 24, 2010 @ 11:00 AM](#), legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum. An onsite assessment of the area (Assembly Hall within Fulton County Government Center-141 Pryor Street) by the Proposer needs to be done to factor in the option of “restructuring” the meeting facility. At the time of submission, this assessment should include all mockup, architectural drawings, etc.

1.10 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.11 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, *Terrence Reese, Assistant Purchasing Agent located at 130 Peachtree Street S.W, Suite 1168, Phone (404) 612-4215, Fax (404) 893-1739 terrence.reese@fultoncountyga.gov*. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

1.12 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.

1.13 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.

Vendor - Owner of proposed software solution.

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.

1.14 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.

1.15 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, August 17, 2010 at 5:00 PM**, 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 and Contract Compliance

Attn: [Terrence Reese](#)

Public Safety Building

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

Email: terrence.reese@fultoncountyga.gov

Fax: (404) 893-1739 or **Phone:** (404) 612-4215

RE: [10RFP74097YB-TR, Automated Forms and Agenda Management System](#)

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.

1.16 TERM OF CONTRACT

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 2010, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2010. 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, 2011 and shall end no later than the 31st day of December, 2011. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2012 and shall end no later than the 31st day of December, 2012. 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.

1.17 REQUIRED SUBMITTALS

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

1.18 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 8 of this RFP. Selection will include an analysis of proposals by a selection committee composed of two (2) members from user departments, two (2) Purchasing Staff members and one (1) Finance Staff member, and (1) DoIT Staff member 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.

1.19 DISQUALIFICATION OF PROPOSERS

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

1.20 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.

1.21 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.

1.22 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.

1.23 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 9 of this RFP.

1.24 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 1.9 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

1.25 RESPONSIBILITY OF PROPOSER

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

1.26 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.

1.27 COUNTY RIGHTS AND OPTIONS

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

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

- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- 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.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

1.28 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.

1.29 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.

1.30 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.

1.31 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 may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

1.32 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to [Ms. Lasheka Battle, Assistant Director DoIT/PMO Division](#), or designated representative of the department.

1.33 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- (1) Effective as of July 1, 2007, and pursuant to [O.C.G.A. 13-10-91](#), every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
 - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
 - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

- (2) In accordance with [O.C.G.A. 13-10-91](#), the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 5, Proposal Forms for declarations and affidavits.

**FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE
REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS**

10RFP74097YB-TR, Automated Forms and Agenda Management System

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

[Fulton County Purchasing Agent](#)
[Fulton County Department of Purchasing and Contract Compliance](#)
[130 Peachtree Street, S.W., Suite 1168](#)
[Atlanta, Georgia 30303](#)
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

The County must advise 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.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

12. 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.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. 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.
15. 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.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. 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.

21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be **“Non-Responsible”** in the future.
22. 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.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. 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.
26. 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.
27. 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.**
28. 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)**. The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.

30. 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.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "Non-Responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "Non-Responsive".

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, July 27, 2010 @ 11:00 A.M.** and must be addressed to:

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

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (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 one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked “Original” and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked “Original” and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal 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

The scope of this RFP encompasses a full-life cycle project to implement the County’s goals and objectives for the Automated Forms and Agenda Management System. The project scope includes project management, analysis, requirements gathering, gap analysis, design, construction, conversion, interfaces, training, testing, implementation, technical infrastructure upgrades, and post-implementation support.

In addition, package install and customization where necessary, coding/scripting/rules configuration to set up workflow and reference tables, conversion of data and forms templates, coding and testing of the system with operational interfaces, training, communication and organizational change management, setup and support of user acceptance testing, pilot rollouts before full rollouts, assistance with organizational change management, and post-implementation warranty and support. This must be done in coordination with the County’s Department of Information Technology, which supports the network

infrastructure, the desktop personal computers and the existing Land Records Management system. The proposal is not complete unless it contains both a Proposal Response Section and a Cost Section as described. A proposal that lacks either a Proposal Response Section or a Cost Section will not be evaluated and therefore will not be eligible for contract award.

3.3.1 SYSTEM REQUIREMENTS

3.3.1.1 OVERVIEW OF SYSTEM

The Agenda Management, Voting, & Video Streaming System solution is intended to provide an electronic solution designed to assist us in creating, approving and tracking items for upcoming and past Board of Commissioner meetings.

The proposed system (software and hardware) shall include an environment for training and testing which is separate from the live environment.

The following tables provide the current operating environment for Fulton County Government.

This information should be used to determine the system loading level during the system response time test period.

Fulton County Information

Number of Departments	45
Number of Employees	6300
Fulton County Population	992,137 (2007)
Business Hours	24/7

3.3.1.2 REFERENCES

Examples of current agenda, post-agendas and meeting minutes are provided on the Fulton County Website at <http://mm1.co.fulton.ga.us/docdepot6/default.aspx> and vendors are encouraged to review them. Please refer to Appendix B for step by step instructions on how to submit a request to the Fulton County Board of Commissioners.

Please refer to Appendix C for a sample flowchart of the submission and approval workflow. This is only a representative sample and will need to be customized for the particular request and user department. These procedures are samples only and may be changed at the discretion of Fulton County.

Please refer to Appendix E for a sample of reports.

3.3.1.3 SCHEDULING REQUIREMENTS

- Items are due in Purchasing and Contract Compliance on the Monday proceeding the Wednesday of the previous meeting. For example, if the item is planned to appear on the BOC meeting of February 18, 2009, then Items are due in Purchasing and Contract Compliance on February 2, 2009.
- Items are due in the County Manager’s Office on the first Friday preceding the BOC meeting. For example, if the item is planned to appear on the BOC meeting of February 18, 2009, then it is due in the County Manager’s Office on February 6, 2009.

- Items must be provided to the Executive Team for Agenda Review on the first Tuesday preceding the BOC Meeting. For example, if the item is planned to appear on the BOC meeting of February 18, 2009, then it is due to the Executive Team for Agenda Preview on February 10, 2009.
 - The individual agenda items are reviewed by the County Manager's Executive Committee and if approved are copied and provided to the Clerk of the Commission who is responsible for creating the agenda. Each agenda item is re-keyed into the Board agenda. An initial review of the agenda items is completed to determine whether the Board agenda contains all items from both rounds of each committee. Then items are reviewed to determine whether they should be placed on the Consent Agenda or the Regular Agenda.

The response to this RFP covers the acquisition, installation, training, and on-going software system maintenance support for Agenda Management, Voting, & Video Streaming System.

The successful respondent will provide to Fulton County a comprehensive legislative information management and tracking system specifically capable of the generation and maintenance of agenda documentation for use by the County Board of Commissioners, various other County Boards, commissions, committees, employees and citizens.

Respondents may be required to provide one (1) live demonstration and a working copy of the product using Fulton County agenda and committee structure and information for staff to evaluate during the RFP evaluation.

Respondents will also be required to do physical assessment of the existing BOC Assembly Hall located at 141 Pryor Street, SW, Atlanta, GA 30303. The purpose of this assessment is to advise on current Audio/Visual System including Voting Monitors, Displays, Microphones, etc. Respondents should include descriptions and illustrations which demonstrate the ability for the new system to be optimized by hardware enhancements. Hardware costs must be included in the cost proposals under optional items or value ads.

The Agenda Management, Voting and Video Streaming System are to be installed and operated under the following conditions:

- Fulton County will operate the Agenda Management, Voting and Video Streaming System with an in-house data center.
- The Proposer will provide on-going support and maintenance for the Agenda Management, Voting and Video Streaming System software and service components.
- [Fulton County will own the software and hardware licenses.](#)

- Fulton County will work with the Proposer to implement the steps necessary to move onto the new Agenda Management, Voting and Video Streaming systems.
- All non-essential "Go-Live" enhancements and interfaces will be identified and made available for subsequent projects.
- Product configuration rather than product modification will take precedence.
- Fulton County will consider altering its business processes to fit the new workflows instead of implementing custom software.

The Proposer must provide a solution that is expandable and modularly designed to readily incorporate additional enhancements in the future. It should be developed, tested and maintained using a high-quality software development methodology for long-term reliability and technical efficiency.

To be considered, vendors shall have knowledge of enterprise-wide agenda automation systems affecting multiple departments and extendable to the Web or other media as required.

Subsequent phases of the project are subject to management approval, and any required additional services may be acquired through a competitive RFP process. Respondents must quote daily rates for training, programming, and customization and must also quote a standard rate for services that may be outside of this scope of services. This rate shall be in effect for a minimum of three years after contract execution.

Staff currently compiles the agenda documentation utilizing MS Word as well as Excel and Access databases. Historical data is generally either in paper format or is available electronically in various file systems.

In general, the Proposer must provide a Solution that has functionality as listed in Section 4.3 **System Requirements Matrix** below. (Workflows may change at the County's discretion):

1. **Pre-Meeting Activities:** Agenda Preparation Functionality
 - Agenda templates for different types of meetings
 - Item request submission workflow allowing various county departments to electronically submit an agenda item (with attachments) for approval
 - Tracking workflow functionality (preferably illustrative such as workflow diagram based, etc.)
 - Automatic indexing and numbering

- Ability to copy or move agenda items to different meetings or to a different sections of a current meeting
- Customizable agenda formats
- Simplified agenda rollups
- Simplified final agenda publishing to County website

2. Meeting Development

- Multi-level or linear(tandem) approval process workflow capabilities
- Ability to view agenda during creation instead when printed
- Ability to attach various document types electronically
- Ability to scan documents directly to agenda solution (file system, etc.)
- Electronic Agenda Packet creation with ability to print agenda packets at any point in the workflow
- Ability to email or download copies of agenda packets in original file format or searchable PDF format

3. Meeting Activities:

- Agenda Packets can be viewed via web interface
- Ability to easily record minutes and index minutes to agenda and video streaming
- Ability to record attendance, votes and motions, etc.
- Ability to record history, action items and other required information for each agenda item
- Ability to index video recording of meeting with time/date stamps, etc.

4. Post-Meeting Activities:

- Simplify ability to create summaries, agendas with attachments, minutes and streaming video to the web. All information should be indexed and include metadata components
- Document/Video Repository must have “Google” type search functionality of streaming video, agendas, minutes, voting logs, summaries and attachments using Full Text Search.
- Ability to automatically format agenda and summaries in the correct format. All documents should be in searchable PDF format or original file format (i.e. Word, Excel, JPG, etc.)

5. Ability to create customizable agenda and summary reports

3.3.2 CONVERSION OF EXISTING DATA

The implementation of the new system should include the conversion of data from the existing agenda management application. The current data is MS SQL. The format of the data is primarily PDF files; some of which are text-based (searchable) and some of which are image based. The PDF files consist of County action forms, minutes, purchasing documents, etc. There are approximately 24,000 files totaling approximately 21GB on 2 separate folders (as of September 2009). The average size of the files is under 1MB.

3.3.3 TESTING REQUIREMENTS

The system will undergo a process of certification, which shall include the following, prior to acceptance by the Fulton County Government:

- The proposer shall certify in writing to the County that the application system is completely installed, meets all design requirements, is free of defects, the data conversion is complete, accurate, correct and the total system (application, file building, conversion, back-up and recovery procedures) is ready for operation.
- The proposer shall be prepared to demonstrate all functions of the system prior to the start of user acceptance testing.
- The proposer shall provide documentation and interface specifics on each interface to our existing Fulton County systems.
- Upon receipt of the letter of certification from the proposer by Fulton County, a sixty (60) day period of user acceptance testing will commence. User acceptance testing will include an intensive exercise of each component and module of the system simulating a normal workload. This testing will provide assurance that the various components and modules of the system operate as specified. During this period, the system shall demonstrate a total availability of 99.99% or more.
 - Acceptance Criteria
 - The Application Software meets the current published product specifications and documentation;
 - The Application Software is capable of running a variety of data on a repetitive basis without failure;
 - The Application Software meets the requirements and specifications described in this document and discussed with Contractor during the analysis;
 - All Documentation has been delivered and reasonably accurately reflects the operation of the Application Software;
 - All specified training has been conducted and accepted by Fulton County.
 - The Interfaces properly provide the data necessary without disrupting the performance of the system or disrupting any of the original data files.
- Once this acceptance testing is complete and Fulton County verifies the acceptable installation, the warranty period will begin.
- The system will be considered **“Unavailable”** if any of the following conditions occur:
 - Any component or module capability is not available to all active workstations.

- Any feature or specification either required within this document or stated in the manufacturer’s response or literature does not perform as stated.
- Conversion of all existing data files is not complete or is incompatible
- Interface to existing systems has not been completed
- Reporting features are not available
- Training for support and user personnel is incomplete or has not been accepted by the technical designee specified the “**Professional Services**” section.

In addition, if the system is reloaded in entirety, either manually or automatically, the system will be assumed to be down for one full hour or actual time if greater, per occurrence. Scheduled system reloads will be counted as actual time down only.

In the event that the required level of reliability is not demonstrated at the end of the sixty day period, the County may, completely at its own discretion, allow a period, not to exceed sixty (60) days, during which the Proposer is allowed to correct any deficiencies with the system. If this extension is allowed, the Proposer shall reinitiate certification by submitting a revised letter of certification to the County within the sixty (60) day extension period specifying the corrections made to the system. The certification process described here will then be repeated. This statement of the possibility of extension in no way obligates the County to do so.

Final acceptance will be made after the warranty period begins. This period will be a sixty-day (60) period of on-site post implementation support provided by the proposer to resolve any issues that arise after the system has been placed into production.

3.3.4 TRAINING REQUIREMENTS

The Vendor [shall](#) provide a detailed training plan outlining the documentation to be provided, training goal, learning objectives, and learning methods. The training plan [shall](#) also include any prerequisites required for training for both the user and technical support. If learning objectives are not met at the end of the training period, the Vendor [shall](#) provide alternates means to meet learning objectives.

3.3.4.1 USER TRAINING

The types and amounts of user training that will be supplied at no additional cost shall be described. The proposer [shall](#) include a plan that results in acceptable training for system operation. Vendor [shall](#) recommend best practices and system configuration for effective system set up. Using this information, the vendor will prepare a manual (DVD/CD only) that defines all work flow processes and procedures for users. The vendor [shall](#) provide a sample of the typical manual or training approach as part of the response.

Estimated Required User Training Student Count

Clerk to Commission Office	10
County Manager	7
User Departments	150
Agenda Management Staff	20
Administration and Support Staff	10
IT System Administrators	2

3.3.4.2 DoIT TRAINING

The proposer [shall](#) prepare a training plan for County staff that will enable them to operate and support the system. This plan [shall](#) include any courses to be provided off-site, classroom training, and on-the-job training necessary for systems analysts, computer operators, security personnel, programmers, and database, web and network personnel. Training to provide complete support and custom programming and custom reporting will be provided to IT staff. Describe any prerequisite knowledge or skills required. If there are additional costs for this training it [shall](#) be clearly identified in the proposal.

Additionally, a description of the number and type of staff required to support the system [must](#) be provided. The skill sets required of each individual should be included in this description. The description of staffing requirements should include all management, technical and functional areas for the ongoing support of the system. Training should be provided for a minimum of two employees in all support roles. **“Train the trainer”** methods of instruction will not be accepted.

During this training, Fulton County will designate senior technical personnel in each class to evaluate the training provided in order to ensure that the training and the instruction provided is sufficient to provide the necessary knowledge and skills. At the end of the first day of any training class, a signoff [must](#) be obtained from this designee in order for the proposer to meet this requirement.

3.3.5 APPLICATION DOCUMENTATION

It is required that the vendor provide an electronic copy, and optionally a paper copy of the following documentation. Please list all reproducible (DVD or CD format only) copies of documentation that will be provided prior to final system acceptance. For example:

1. User training manuals for all transactions and functions supported
2. Data Dictionary
3. Data model/entity relationship diagrams and data flow diagrams
4. System module chart (application flow) showing each application module and its relation to the other modules
5. General system design and reference information
6. System transaction flow and control
7. List of all application programs, with summary of their purpose or function including a table of all procedures or processes and which processes are called by what other processes
8. Detailed program documentation within each source module
9. Table definitions and record layouts

10. Definition of all system control tables
11. Report and workstation display formats
12. A listing of all “**Canned**” reports complete with full descriptions of these reports.

The County shall be granted the rights the approval to duplicate application documentation at no additional charge provided that all proprietary markings of the Proposer are retained on all duplicates. Any duplicates produced will be utilized for the County only.

3.3.6 WARRANTY AND USABILITY

The Contractor warrants that for a period of one (1) year from the Date of Acceptance the Application Software used in conjunction with the Network shall operate in accordance with the terms set forth in this Agreement, (“**Warranty of Operation**”). The warranty period shall commence upon successful “go-live”. The go-live activity may be defined as the period at which the system has been successfully tested and hence, utilized in a production environment. **The Contractor at no charge to Fulton County shall correct any errors or non-conformance to the Agreement within the warranty period. Fulton County shall be entitled to unlimited 24x7x365 on-site support unless specifically waived in writing by Fulton County and shall receive all new versions, releases and updates to the Application Software during the warranty period at no charge to Fulton County.**

The Contractor covenants and represents that the Application Software and all related materials supplied to Fulton County hereunder do not infringe or otherwise constitute wrongful use of any copyright, patent, registered industrial design, trade mark, trade secret or any other right of any third party. The Contractor shall indemnify and save harmless Fulton County from any suit or proceeding (including without limitation any judgment awarded there under, any reasonable settlement agreed to, any costs incurred in complying with such judgment or settlement and any or all costs, including reasonable legal costs of any attorney incurred in respect of the same) brought against Fulton County by reason of any such infringement or any wrongful use save where the same has arisen through Fulton County's unauthorized modifications to the Application Software.

Fulton County will notify the Contractor in writing of any such suit or proceeding promptly after Fulton County is served with process in respect of such suit or proceeding. Failing such notification, but without limitation to the Contractor's obligation to indemnify as aforesaid, the Contractor may either defend or settle such claim on Fulton County's behalf, upon approval of the County Attorney.

If the Contractor is required to replace the Application Software or related materials as defined in this section, the Contractor shall be responsible for the cost to replace the Application Software up to the cost of the Contractor Application Software License fees.

Warranty of Compatibility with Network: The Contractor understands that Fulton County intends to use the Application Software in conjunction with the Network

defined herein; accordingly, the Contractor represents and warrants that the Application Software shall be fully compatible with the Network. The (Contractor further warrants that all updates, revisions, releases and new versions of the Application Software are and shall be fully compatible with supported versions of the operating system.)

3.3.7 RELIABILITY

This application requires extremely high reliability in all components. The proposer [shall](#) describe the steps taken to ensure the highest level of system availability. The system proposed shall provide a minimum 99.99% per week of system availability. The following events [shall](#) not cause the proposed system to fail or be taken offline:

- Changes to any application data items, i.e. security level, operator identification, workstation additions, deletions or changes, etc.
- Failure of a disk controller
- Failure of a processor.
- Failure of a disk drive.
- Failure of a power supply.
- Failure of a Network interface card.
- Failure of a fan.

3.3.8 MAINTENANCE AND SUPPORT

In the event, the Proposer fails to provide maintenance and support as agreed, the required pay [shall](#) be reduced to reflect such lack of maintenance and support services.

If the Proposer [shall](#) discontinue maintenance and support package and the County must obtain the new replacement package at the same rate as the original during the term of the original contract as well as renewals.

The escalation on maintenance [shall](#) not increase by no than more 2% of the previous year or CPI (Consumer Price Index), whichever is lower. The renewal of the annual software maintenance will take in consideration the increase in cost from one year to the next. Due to the environment of the County, minimal or no escalation is most feasible.

3.3.9 SOFTWARE LICENSES

The Proposer [shall](#) provide a list of software and database required to develop, maintain, and execute the proposed system including the name of the third party software, the version of the software, the manufacturer of the software and the number of licenses required for the system proposed. The licenses of all software required to develop, maintain, and execute the proposed system software [shall](#) be in the name of Fulton County Government and shall be included in the proposal [\(excluding the base desktop operating system and Microsoft Office 2003/7\)](#).

Fulton County Government [shall](#) be charged the original published rate at the time of purchase for licenses fees for the duration of the contract which shall include any subsequent renewals of the contract. The fixed rate [shall](#) be applied to the renewal of

licenses purchased during the initial contract as well as those that are purchased in addition to original licenses.

3.3.10 SOURCE CODE

The Proposer [shall](#) promptly and continually update and supplement the source code as necessary with all correct, improvements, updates, releases, or other changes developed for the software as well as any documentation related to the software at no additional cost.; these costs [shall](#) be inherited in the maintenance and support agreements.

The source code [shall](#) not be written in a proprietary code and should allow reasonably skilled programmer to access the software without the assistance of the Proposer.

The Proposer agrees that in the event of the Proposer's inability to exist as an entity, the Proposer [shall](#) promptly provide the County one (1) copy of the most current version of the source code for the affected software as well as any documentation related to the software. The affected software includes any primary and supporting modules that are owned by the Proposer and are in use by the County. The conditions include, but are not limited to: (1) [ceases to market or make available maintenance and/or support of which the County is entitled to receive or purchase](#), (2) [becomes insolvent, executes an assignment for the benefit of creditors, or subject to bankruptcy or receivership to proceed](#), (3) [ceases business operations](#), or (4) [transferred all or substantially all \(>50%\) of its assets or obligations to a 3rd party which has not assumed all obligations of vendor](#). In the event of the aforementioned item (4), the Proposer [shall](#) provide to the County a copy of the contract of terms and conditions outlining the agreement between the Proposer and the 3rd party. The terms and conditions which [shall](#) be provided are in respect to any entity (i.e., Fulton County Government) that has a legal binding agreement with the Proposer.

[The Proposer shall deposit a copy of the source code in escrow with its Escrow Agent](#). The Proposer [shall](#) provide information in reference to the Escrow Agent at the time the RFP is awarded. The information to be provided in reference to the Escrow Agent [shall](#) include the point of contact, company name, address, and telephone number. The Proposer [shall](#) also provide the annual escrow statement from the escrow holder.

3.3.11 MANAGEMENT REQUIREMENTS

3.3.11.1 PROFESSIONAL SERVICES

SYSTEM DEFINITION

The proposal should include an executive summary describing an overall implementation plan. The successful vendor [shall](#) develop detailed plans to be included as deliverables in the contract.

The proposer must include hours to evaluate the current system/business processes and procedures and recommend necessary changes to effectively and most efficiently implement the proposed solution. Implementation services will need to be

extensive with the proposer providing most of the effort in both documenting/integrating business processes and configuration of the system. However, there should be enough training during the implementation to allow the County to change and support the system as needed after implementation is complete.

The Vendor [shall](#) provide both services that follow the guidelines for SDLC (Systems Development Life Cycle) to successfully implement this project. The phases that should be incorporated in this project by the Vendor are to include: 1) [project planning](#), 2) [requirements definition](#), 3) [design](#), 4) [development](#), 5) [integration and test](#), 6) [implementation](#), 7) [operation and maintenance](#).

3.3.11.2 PROJECT PLANNING PHASE

During the planning stage, the Vendor [shall](#) verify that the goals and objectives of the software align with those of the customer (the County). The output of this phase should include documentation:

- Project plan and schedule
- Comprehensive listing of scheduled activities for the Requirements phase

3.3.11.3 REQUIREMENTS DEFINITION PHASE

This is the core of the project and therefore should be approached with thoroughness. The Vendor [shall](#) perform due diligence to ensure the requirements are defined in further detail to ensure the software application will meet the needs of the user. The requirements [shall](#) define the major functions of the proposed solution, operational data areas and reference data areas, as well as defined the initial data entities. The major functions include, but not limited to, critical processes and mission-critical inputs, outputs, and reports. Mission-critical may be defined as any aspect that has an effect on the operations of the direct and indirect departments that [shall](#) be impacted by the proposed solution. Additionally, a gap analysis [shall](#) be performed to identify any gaps in the current requirements and the functionality which the software application can provide. For those requirements that cannot be fully met the baseline software application, it [shall](#) be identified feasible work-around. The work-around [must](#) be

of minimal impact to users and [must](#) be agreed upon by the users prior to final approval. The output of this phase should include the following documentation:

- Detailed requirements document
- Requirements traceability matrix which outlines how each requirement is linked to a specific product goal in a hierarchical listing
- Updated project plan and schedule

3.3.11.4 DESIGN PHASE

The design phase will consist converting the approved requirements document into design elements. For a pre-packaged software application, design elements will consist of features and functionalities readily available in the baseline product. The design phase shall include detailed and comprehensive data modeling. The data model shall abide by standards set forth by ANSI, American National Standards Institute. The data modeling shall take into consideration the: detailed data requirements, technical environment, performance consideration, business

processes (rules) and business data. The output of this phase should include the following documentation:

- Entity relationship diagram(s) with a full dictionary – this diagram should not be solely based on the data as defined in the baseline product; however, it shall include any data that is specific to the County
- Semantic or conceptual data model
- Table of business rules – this table should not be solely based on the data as defined in the baseline product; however, it shall include any data that is specific to the County
- Business process diagrams

3.3.11.5 DEVELOPMENT PHASE

The effort required for development of the solution in this phase may be minimal due to the ideal solution being that of a pre-package nature. However, this phase **must** be included to ensure the requirements and design requirements are being fulfilled. The Vendor **shall** configure and provide configuration instructions that **shall** be made to the software application to ensure the user's requirements are fulfilled. Any modifications that may be required to meet the user's requirements **shall** be clearly identified as a configurable option or customization to the code. **It highly recommended the minimum or no customization be performed at the code level.** However, if the aforementioned scenario can not be avoided, the vendor **must** include the impact of the customization in terms of initial cost, ongoing maintenance and support, and upgrades. The Vendor **shall** provide test cases for the modules, system, and users. The output of this phase should include the following documentation:

- Fully functional software that satisfies requirements and design elements
- Test plans - **shall** describe the test cases that will be utilized to validate the correctness and completeness of the software
- Implementation plan

3.3.11.6 INTEGRATION AND TEST PHASE

In this phase, the software **shall** be moved from the development environment to a test environment. The reference data should be finalized, appropriate level of access and roles are provided for users. The test plan **shall** include: unit testing, system tests, integration testing, regression testing, and user acceptance testing. The output of this phase should include the following documentation:

- Integrated software
- Production implementation plan
- Acceptance plan which include test cases

3.3.11.7 IMPLEMENTATION

This phase **shall** be comprised of the acceptance, installation, deployment of the application so to ready the software application for a production environment. The proposer **shall** include the setup for a training/test environment on the test server which is completely separate from the live production server environment. This entails the completion of user acceptance testing as well as software specific testing. The user acceptance testing will include the successful testing of the user requirements as outlined in this document as well as those identified in the requirements gathering phase of the project. The software testing will include

performance testing for each unit as well as the integration into various software modules. The software testing may also include the testing of integration with external applications. Successful execution of the test application is a prerequisite to acceptance of the software application by the customer. The output of this phase should include the following documentation:

- Test cases including results and person(s) who performed test
- Sign-off for acceptance of test cases

3.3.11.8 OPERATION AND MAINTENANCE

The operation and maintenance of the application will consist of a partnership of the Vendor and DoIT; therefore, the vendor [shall](#) provide documentation that describes the requirements for the software application to function in a production environment. This Vendor [shall](#) provide all requirements needed for the application to be maintained in an operational environment.

3.3.11.9 MODIFICATIONS AND ADDITIONAL SERVICES

Any supplemental programming modifications or other consulting services beyond the scope of the contract that are requested by Fulton County [shall](#) be provided by the Contractor on a time and materials basis. Said billing rates [shall](#) remain at those rates until one year from the execution of the Contract at which time the Contractor will provide time and materials assistance at the rate charged to other Contractor customers for similar services. Prior to commencement of services, the Contractor [shall](#) define in writing the labor hours, billing rate, description of services and/or work to be performed, the changes or additions to the Application Software, the way in which the Application Software will function upon completion of the modifications, and the estimated time period for the services to be performed. Fulton County [shall](#) not be charged for any services until the additional services are approved by the Fulton County personnel in writing only after the Contractor receives approval in writing from Fulton County will the Contractor perform the additional services.

3.3.12 PROJECT MANAGEMENT

Fulton County uses the [Project Management Institute's \(PMI\) Project Management Body of Knowledge Guide \(PMBOK\)](#) methodology as a project management best practice. The proposer should describe their experience in implementing and managing projects using PMBOK or a similar project management methodology.

The county is particularly interested in how the Proposer's project management approach utilizes the following or similar key process groups when implementing a project. Also, the Proposer should provide documentation which shows their understanding of the application of such documents within each key process group.

3.3.12.1 INITIATING

This stage includes preparing the up the project for success by identifying the right team (especially the project manager) and scope, as well as determining the relationship between the project and its alignment with the client's overall objectives.

3.3.12.2 PLANNING

This stage includes developing the relevant resources, timelines and milestones, and aligning project deliverables to business priorities (i.e. risk management, communications, quality, cost/budgeting, duration and sequencing, external dependencies). The output of this phase should include the following documentation:

- Project plan
- WBS including deliverables with estimated start and end dates for each activity and the required resource. These dates shall be monitored and adhered to; the inability to meet scheduled dates of a task within the critical path must be submitted to the PMO and approved prior to making change in the schedule. If the project is not complete as scheduled, a penalty will be enforced. This penalty will include a deduction of .1% of professional services for every business day the project is delayed.

3.3.12.3 EXECUTING

This phase includes assigning a project team and distributing information to ensure the proper project activities are undertaken. This process also includes ensuring quality assurance methods are in place to address change management. The output of this phase should include the following documentation:

- Regularly scheduled status meetings as outlined in the communication section of the project plan.
- Issue tracking log – all issues pertaining to the project shall be monitored and tracked throughout the project lifecycle. Upon closure of an issue, the issue shall not be deleted but rather moved to an archive issue log.

3.3.12.4 CONTROLLING AND MONITORING

This phase includes ensuring the resulting project activities is in check with the original project charter and plan, and risk from uncontrolled external actions is mitigated.

- Monitor quality, costs and schedule;
- Manage stakeholder relationships, risk and contract monitoring;
- Identify discrepancies (or variations) within the project schedule to ensure project schedule is met.
- Ensure proper project communications

3.3.12.5 CLOSING

This phase entails making sure you have delivered everything expected of the project based upon the agreed upon terms in the requirements gathering phase as well as the acceptance criteria.

Fulton County will provide an internal Project Manager to coordinate with the Project Manager of the vendor. This project manager will be responsible for providing all necessary Fulton County resources and for providing an independent status report to the County on the progress of the project as well as obtaining the necessary approvals for each milestone.

The following services will be required of the Project Manager:

- Identify County’s current Business Processes that exist today. Including a gap analysis to identify and document existing gaps between the selected software applications and current business processes. The vendor should anticipate that the County might modify processes to match the selected solutions pre-configured system rather than make custom software modifications.
- Provide the County with the development of a project plan, project schedule and a high-level project budget including software, services, training and maintenance necessary to successfully implement a legislative information management and tracking system.
- Provide the County with:
 - As a result of an onsite assessment of BOC Assembly Hall, recommendation for the hardware necessary to provide a fully integrated solution (voting, Audio/Visual equipment).
 - A turnkey solution from end-to-end including all software, professional services, hardware, touch-screens and other hardware necessary to implement the system as an option.
 - All other requirements listed herein.

3.3.12.6 PROJECT SCHEDULE

The Proposer shall provide a project implementation plan with Gantt chart showing estimated starting and ending times for each major activity within the project and Proposer and County personnel who are required to participate in each activity and milestones based on deliverables.

Prior to contract signing, the successful Proposer will resubmit the draft project implementation plan as indicated above with starting and ending times established.

3.3.12.7 PROJECT STATUS MEETINGS

Personnel from the Proposer and Fulton County will meet as needed, but at minimum every two weeks, to discuss the scope of this project and the progress made by the Proposer in the performance of their obligations hereunder since the last such meeting. The proposer Project Manager will be responsible for providing a Project Status report to all parties three days prior to such meetings.

3.3.12.8 DATA CONVERSION

The proposer shall correctly and completely convert all documents related to the knowledge base into the proposed system. The proposer shall specify the extent of services that it will provide, and the services expected of Fulton County in building new files and queries required for the successful implementation of the new system and the incorporation of existing knowledge base materials.

3.3.13 CONTRACT ADMINISTRATION AND MANAGEMENT

The administration and management of the contract(s) shall be that of an iterative process in that the contracts shall be negotiated until an agreement may be reached by all parties involved, particularly the County. A sample contract may be found in Section 12 of this document.

Additionally, Service Level Agreement (SLA) will be required which shall formerly define the level of service, responsibilities, guarantees, and warranties. The SLA shall specify availability, serviceability, performance, and operation. The SLA shall outline helpdesk hours, response times, call priorities, call process, escalation process, and schedules. In the event of the business days of the company are not in-line with the business days of the County, the Proposer shall provide reasonable alternate solutions at no cost to the County. The SLA shall be continuously monitored for compliance with agreed upon levels of service. Any failure to comply with SLA levels will result in monetary penalties.

In the event the Proposer neglect to perform the services properly or fail to comply with the requirements set forth in the contract, the Proposer shall correct the default at no additional cost to the County. If the Proposer fails to correct the default within sixty (60) days, the County shall have the option to terminate the agreement without cost. Upon termination, the Proposer shall comply with the source code requirements outlined in Section 3.3.10.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

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

Section 3.4.1 - Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 3.4.2 - Technical System Description

The technical description shall include the number of programs and the source language(s), database management software, communication or network software (including Internet Explorer, Java, etc.), report writers or query languages used; also describe security features and any other features that make the system unique. Reference to software applications shall include the version being used as well as other versions for which the software is compatible. If there are strategic plans to migrate to future releases within the one (1) year of the project implementation, the vendor shall also provide the new version number as well as the anticipated release date.

Current Software (include version number)	Utilization	Other Compatible Version(s)	Future Version(s)	Anticipated Release Date
Oracle 10	DB	8,9	11g	01/01/2010
Internet Explorer 7	Web	n/a	8	09/01/2009
Windows Server 2008	OS - Server	n/a	2008 R2	11/01/2009
JDK/JRE 5.0 – Java Runtime Environment	Web interface	5.0 and all previous	6	09/01/2009

Section 3.4.3 - Sample of the System Technical Documentation

The system technical documentation may include installation instructions, screenshots of application, configuration options and instructions, and other pertinent information. The documentation shall be of that derived from formal documentation while abiding by all copyright laws.

Section 3.4.4 - Systems Requirements Matrix

The following section contains the response documents, which shall be completed and submitted as part of the Proposal Response Section. Failure to complete and return this section of the RFP will be a basis for disqualification. This section is to be returned on the original hard copy forms provided; in no case shall the requirements be retyped or altered in any way from those provided within. If the forms are retyped or altered in any way then the response will be disqualified. Responses shall also be recorded on the enclosed spreadsheet and returned with the proposal. In the event that the paper response and electronic response differ, the paper response will be used.

Each item in this response document shall be marked with one of the following “**Status Codes**”:

- [E] Requirement is fully and completely met by proposed system and can be demonstrated in the proposed software package.
- [M] Requirement will be provided by proposed modifications to the base software package in the total price proposed. These modifications will be maintained in the base software package in a future release within 6 months of the software package being implemented; and a walk-through of the future release can be provided.
- [P] Requirement will be provided by proposed modifications to the base software package in the total price proposed. These modifications can be added with a minor modification to the proposed system and become part of the proposed software package.

- [O] Requirement will be provided by a standard option. The cost of these options shall be provided in the cost section of the proposal.
- [C] Requirement will be provided by custom modifications not supported in future releases and the cost indicated separately.
- [X] Requirement cannot be provided.

In the event that additional information is to be provided on a separate sheet to further describe the method in which the proposed Automated Forms and Agenda Management System meets the specific requirement, an asterisk shall be entered on the response form following the “**Status Code**”, such as [M*].

This part of the proposal shall include a response to each element of **Appendix F**. To avoid ambiguity any additional comments or explanation required by the Proposer should be identified by element number.

Section 3.4.5 - Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.
3. Description of project deliverables.

Section 3.4.6 - Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years work experience in the State of Georgia appraisal contract work.
3. The Project Manager must have a minimum of five (5) years experience in implementing Automated Forms and Agenda Management System and must have completed the project related to Lands Record Management within the past five (5) years. The aforementioned referenced projects should be similar in terms of scope of work and customer size as identified for the proposed solution.

4. 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
 - Relevant Training
 - Courses completed during the past five (5) years
 - Previous Work experience related to Automated Forms and Agenda Management System and Land Record Management Process
 - Include two (2) references for each key personnel member on similar projects.
 - Include the role and responsibilities that each key personnel member will perform on this project.

Section 3.4.7 - Relevant Project Experience [Required]

In accordance with the minimum qualifications in Section 2 of this RFP, identify five (5) projects where the Proposer has performed at a full-scale implementation of an entire system configuration similar in size, productivity level, and user numbers for the one recommended to Fulton County. The user number is defined as the number of users interfacing through the application directly as well as the department and users which receive information from the application. The user numbers include those users which are internal as well as external to the County. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A minimum of three (3) references, including a contact name, addresses and phone number for each. One (1) reference should be the owner's staff member who was in charge of the project for the owner. Two (2) references should be users of the entire system.

Section 3.4.8 - Proposer Financial Information [Required]

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

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

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

- (1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.

- (2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (4) Identify any evidence of access to a line or letter of credit.

Section 3.4.9 - Availability of Key Personnel

- (1) Percentage of time key personnel will spend on this project
- (2) Current workload of key personnel
- (3) Primary role of key personnel through each phase of the project

Section 3.4.10 - Location of Firm

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

Section 3.4.11 – 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 3.5.1 - Introduction

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

Section 3.5.2 - Completed Cost Proposal Forms

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

SOFTWARE ACQUISITION COSTS	
Core Software	\$
Additional Module(s) (If Required)	\$
Customizations (If Required)	\$
Third Party Software (If Required)	\$
Interface/Integration	\$
USER LICENSE COSTS	
Administrator (Cost each \$_____ x Recommended	\$
Standard User (Cost each \$_____ x Recommended	\$
View-only License (Cost each \$___ x Recommended quantity)	\$
PLANNING AND IMPLEMENTATION COSTS	
Professional Services	\$
Travel and Reimbursable Expenses	\$
On-site Training	\$
CONVERSION AND DATA CLEANUP COSTS	
Professional Services	\$
HARDWARE COST	
Server Hardware	\$
Additional Hardware (If Required)	\$
Server Software Requirements (i.e., server operating system, virtualization software)	\$
TOTAL ACQUISITION AND IMPLEMENTATION COST	\$

YEAR ONE OPERATION COSTS	
Maintenance/Support and Upgrades	\$
Professional Services required for software upgrades	\$
YEAR TWO OPERATION COSTS	
Maintenance/Support and Upgrades	\$
Professional Services required for software upgrades	\$
TOTAL COST	\$
Recommended Optional Items – Provide list and description, including the additional functionality provided, cost, maintenance costs and license requirements. Attach to cost proposal.	

It shall be clearly understood that, although the cost of the system is important, the overriding cost consideration will be the total anticipated cost of installing, operating, and supporting the system over its lifetime, including annual maintenance and ultimate replacement considerations.

Fulton County desires that vendors provide all modules and options possible to enhance the performance and functionality of the proposal. Optional recommended capabilities of the system should be included and priced in the optional section of the pricing list. Pricing of optional items, which provide additional functionality outside of the required scope and requirements stated herein will not be added to the proposal for the purpose of evaluation of cost.

The proposal's Cost Section should detail the individual components of the system cost. These components include recommended hardware (including switches, cables, routers, or other items necessary for connectivity), storage, software licenses, professional services, training, documentation, and software development cost for modules that shall be modified or created, cost of proposed services, ongoing maintenance and support costs. The proposer shall include the support cost and the professional services cost required for software and hardware upgrades. Optional costs for a complete, end-to-end turnkey solution should be provided and itemized. The cost for the **optional** components should be labeled as "Optional Components".

In addition, the Cost Section shall include purchase options only. Prices quoted by proposal shall be firm and best prices. Prices for expansions/upgrades of each/all components of the proposal shall be included and guaranteed as "not to exceed" pricing for two years from contract signing.

SECTION 4 EVALUATION CRITERIA

4.4 PROPOSAL EVALUATION - SELECTION CRITERIA

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

Evaluation Criteria	Weight
System Function and Requirements <ul style="list-style-type: none"> • Technical System Description • System Requirements Matrix • System Technical Documentation 	20%
Project Plan	10%
Project Team Qualifications/Qualifications of Key Personnel <ul style="list-style-type: none"> • Past performance on previous contracts • Relevant Technical Experience • Relevant industry Experience 	15%
Adherence to existing Fulton County standards including hardware, connectivity, communication, security, support and maintenance.	10%
Financial Responsibility	5%
Availability of Key Personnel	5%
Location of Firm	10%
Disclosure Form and Questionnaire	5%
Cost proposal	20%
TOTAL POINTS	100%

SECTION 5

5.0 PROPOSAL FORMS

5.1 INTRODUCTION

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

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee - Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G - Georgia Security and Immigration Subcontractor Affidavit

5.2 PROPOSAL FORMS DESCRIPTION

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

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form A, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Disclosure Form and Questionnaire

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

5.2.5 Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement

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

5.2.7 Georgia Security and Immigration Subcontractor Affidavit

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

FORM A: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) *Authority to suspend.*

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2010

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2010

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST

FOR PROPOSAL REQUIREMENTS

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

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

FORM D: 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;
 - (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

(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.

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 _____, 2010

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 2010

(Notary Public) (Seal)

Commission Expires: _____
(Date)

FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

Organization Name: _____

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

Signed: _____

Printed: _____

Title: _____

Date: _____

FORM F: 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. The affidavit should be executed by Contractors with 100 or more employees.

**STATE OF GEORGIA
COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2010

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2010

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SECTION 6

6.0 CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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. 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.

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 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. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/Proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) 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 forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

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

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

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report

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

6.2.1 EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ Title Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 5.1 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

Signature: _____

Address: _____

Telephone Number: _____

6.2.2 EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/												
Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

Firm's Name: _____

Address: _____

Telephone Number: _____

This completed form is for (Check one) _____ Bidder/Proposer _____
 Subcontractor

Submitted by: _____ Date Completed: _____

6.2.3 EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

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

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

**6.2.4 EXHIBIT D - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR PROVIDE MATERIALS OR SERVICES**

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

6.2.5 EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____ hereby declares that it is my/our intent to
(Bidder)
perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6.2.6 EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No.: _____

Project Name: _____

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

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

1. Firms:

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

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

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

Name of Joint Venture (If Applicable): _____

Address: _____

Principal Office: _____

Office Phone: _____

Note: Attach additional sheets as required

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

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

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

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

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

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

We do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that we are authorized, on behalf of the above firms, to make this affidavit and grant the above privilege.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 2010, before me,
appeared _____, the undersigned officer, personally
appeared _____, known to me to be the person
described in the foregoing Affidavit and acknowledges that he (she) executed the same
in the capacity therein stated and for the purpose therein contained.

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

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

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

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

AMOUNT OF REQUISITION THIS PERIOD: \$ _____

TOTAL AMOUNT REQUISITION TO DATE: \$ _____

TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____
(Signature)

(Printed Name)

Notary: _____
 My Commission Expires: _____

Date: _____

Should you have questions regarding any of the documents contained in **Section 10**, please feel free to contact the Office of **Contract Compliance at (404) 763-6300**, for further assistance.

SECTION 7

INSURANCE AND RISK MANAGEMENT PROVISIONS

7.0 INSURANCE AND RISK MANAGEMENT PROVISIONS INFORMATION TECHNOLOGY

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY

(In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance 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	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000

Fire Damage Limits \$100,000
To include Designated per Project/Location Endorsement #CG2503/CG2504

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence \$500,000
(Including operation of non-owned, owned, and hired automobiles)

4. UMBRELLA LIABILITY

(In excess of above noted coverage) Each Occurrence \$1,000,000

5. ELECTRONIC DATA PROCESSING LIABILITY and CYBERSPACE/ONLINE LIABILITY

(Required if computer contractor) Limits \$1,000,000

Completed Operations – Statute of Repose for state of GA

5. ELECTRONIC ERRORS & OMISSION LIABILITY

Each Occurrence \$1,000,000
(To be provided when the Contract includes specified Professional Services, and will include Errors and Omissions coverage)

Completed Operations – Statute of Repose for state of GA

7. FIDELITY BOND and CRIME to include COMPUTER FRAUD

(Employee Dishonesty) (Theft) Each Occurrence \$100,000

Above to include 3rd Party Coverage

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insured on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insured.

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
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303-3459

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

Important:

It is understood that Insurance in no way limits the Liability of the Contractor/Vendor.

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

Fulton County acknowledges that all provisions of this indemnity agreement may not be applicable to the contractor/vendor's business. To the extent that contractor/vendor may demonstrate such no applicability, Fulton County may negotiate amendments to this agreement as the circumstances dictate.

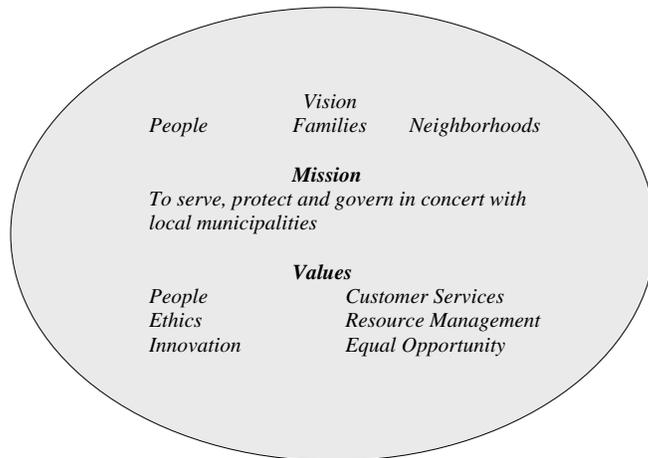
Contractor/vendor acknowledges having read, understanding, and agreeing to comply with this indemnification and hold harmless agreement, and the representative of the contractor/vendor identified below is authorized to sign contracts on behalf of the responding contractor/vendor.

Company: _____ Signature: _____
Name: _____ Title: _____ Date: _____

**SECTION 8
SAMPLE CONTRACT**



FULTON COUNTY



CONTRACT DOCUMENTS FOR

10RFP74097YB-TR

**AUTOMATED FORMS AND AGENDA
MANAGEMENT SYSTEM**

For

INFORMATION TECHNOLOGY

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF SERVICES
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
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- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
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- ARTICLE 30. ANTI-KICKBACK CLAUSE
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- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. NON-APPROPRIATION
- ARTICLE 42. WAGE CLAUSE

CONTRACT AGREEMENT

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

This Agreement made and entered into effective the _____ day of _____, 2010 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as "**Consultant**".

WITNESSETH

WHEREAS, County through its **Information Technology Department** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform **Agenda Management, Voting & Video Streaming System (AMVVSS)**, hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;

- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Office of Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

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

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT:**

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

ARTICLE 4. **SCOPE OF SERVICES**

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

ARTICLE 5. **DELIVERABLES**

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

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consent and approval signed by County's authorized representatives 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 Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

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

ARTICLE 9. **CONTRACT TERM**

[Insert contract term and any renewal options]

ARTICLE 10. **COMPENSATION**

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

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

ARTICLE 11: **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 12. **SUSPENSION OF WORK**

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

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

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

ARTICLE 13: DISPUTES

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

ARTICLE 14: TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15: **TERMINATION FOR CONVENIENCE OF COUNTY**

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

ARTICLE 16: **WAIVER OF BREACH**

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

ARTICLE 17: **INDEPENDENT CONTRACTOR**

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

ARTICLE 18: **PROFESSIONAL RESPONSIBILITY**

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

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

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

ARTICLE 19: **COOPERATION WITH OTHER CONSULTANTS**

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

ARTICLE 20: **ACCURACY OF WORK**

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

ARTICLE 21: **REVIEW OF WORK**

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

ARTICLE 22: INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

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

ARTICLE 23: CONFIDENTIALITY

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

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

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

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

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the [Lasheka Battle](#). 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 [Lasheka Battle](#), if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or [Lasheka Battle](#). Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25: **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26: INSURANCE

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

ARTICLE 27: PROHIBITED INTEREST

Section 27.01 Conflict of interest:

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

Section 27.02 Interest of Public Officials:

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

ARTICLE 28: SUBCONTRACTING

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

ARTICLE 29: ASSIGNABILITY

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

ARTICLE 30: ANTI-KICKBACK CLAUSE

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

ARTICLE 31: **AUDITS AND INSPECTORS**

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

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

ARTICLE 32: **ACCOUNTING SYSTEM**

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

ARTICLE 33: **VERBAL AGREEMENT**

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

ARTICLE 34: **NOTICES**

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

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

With a copy to:

Fulton County Department of Purchasing & Contract Compliance

Interim Director

130 Peachtree Street, Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 730-5800

Facsimile: (404) 893-6273

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Facsimile:

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

ARTICLE 35: **JURISDICTION**

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

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

ARTICLE 36: **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37: **FORCE MAJEURE**

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

ARTICLE 38: **OPEN RECORDS ACT**

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

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

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

ARTICLE 40: INVOICING AND PAYMENT

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

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

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

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

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

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice may procure the goods or services from other sources and hold the bidder/offeree responsible for any resulting additional purchase and administrative costs.

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

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

ARTICLE 41: **NON-APPROPRIATION**

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

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

ARTICLE 42: **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

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

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

ADDENDA

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.

EXHIBIT D

PROJECT DELIVERABLES

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

EXHIBIT E

COMPENSATION

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

EXHIBIT F

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 G 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**

Exhibit 1 - Required Submittal Checklist
Exhibit 2 - Cost Proposal Summary

EXHIBIT 1

The following submittals shall be completed and submitted with each proposal (see table below “Required Bid 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 ____ () **complete** copies of the Original Proposal including all required documents.

Item #	Required Bid Submittal Check List	Check (✓)
1	One (1) Proposal marked “ Original ”, ____ () copies	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Financial Information (submitted in a separate sealed envelope)	
5	Acknowledgement of each Addendum	
6	Technical Evaluation Content (Section 3.6) Executive Summary Project Approach and Methodology Overall Project Experience and Performance Qualifications of Key Personnel Proposer Financial Information Availability of Key Personnel Location of Firm Disclosure Form and Questionnaire	
7	PURCHASING FORMS Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offeror Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form E: Declaration of Employee-Number Categories Form F: Georgia Security and Immigration Contractor Affidavit and Agreement Form G: Georgia Security and Immigration Subcontractor Affidavit	
8	OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
9	Risk Management Insurance Provisions Form	
10	<u>Any additional requirements that the User Department would like to include should be added to this check list.</u>	

EXHIBIT 2
Cost Proposal Summary

SOFTWARE ACQUISITION COSTS		
Core Software		\$
Conversion of existing files		\$
Additional Module(s) (If Required)		\$
Customizations (If Required)		\$
Third Party Software (If Required)		\$
Interface/Integration		\$
USER LICENSE COSTS		
Administrator (Cost each \$_____ x Recommended		\$
Standard User (Cost each \$_____ x Recommended		\$
View-only License (Cost each \$___ x Recommended quantity)		\$
PLANNING AND IMPLEMENTATION COSTS		
Professional Services		\$
Travel and Reimbursable Expenses		\$
On-site Training		\$
CONVERSION AND DATA CLEANUP COSTS		
Professional Services		\$
HARDWARE COST		
Server Hardware		\$
Additional Hardware (If Required)		\$
Server Software Required (Server operating system, virtualization software.)		\$
TOTAL ACQUISITION AND IMPLEMENTATION COST		\$
YEAR ONE OPERATION COSTS		
Support and Upgrades		\$
Professional Services required for software upgrades		\$

YEAR TWO OPERATION COSTS	
Support and Upgrades	\$
Professional Services required for software upgrades	\$
TOTAL COST	\$
Recommended Optional Items – Provide list and description, including the additional functionality provided, cost, maintenance costs and license requirements. Attach to cost proposal.	

APPENDIX A

FULTON COUNTY GOVERNMENT – BACKGROUND

Fulton County was formed from DeKalb County in 1853, and then consolidated with Milton and Campbell Counties in 1932. That's why it has such an unusual, elongated shape. Of Georgia's 159 counties, Fulton County was the 144th to be created.



The Fulton name honors Robert Fulton, the inventor who built the Clermont, the first commercially successful steamboat, in 1807.

Fulton County is a county located in the U.S. state of Georgia. Its county seat is Atlanta, the state capital (since 1868) and principal city of the Atlanta metropolitan area. As of the 2000 United States Census, the population was 816,006. The 2007 Census Estimate placed the population at 992,137.

Fulton County is the most populous county in Georgia and is the core county of the Atlanta metropolitan area and the Atlanta-Sandy Springs-Marietta metropolitan statistical area. Atlanta is the largest city in Fulton County, occupying the county's narrow center section and thus geographically dividing the county's northern and southern portions. Atlanta's last major annexation in 1952 brought over 118 square miles (310 km²) into the city, including the affluent suburb of Buckhead.

Fulton County 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 is governed by a seven-member Board of Commissioners (BOC), whose members serve concurrent four year terms. The most recent election was held in November 2006. The chairman of the Board of Commissioners is elected to District 1, a county-wide position as is one other commissioner. The vice chairman is elected by his or her peers on a yearly basis. The remaining five members are each elected by geographical districts. The county has a county manager system of government, in which day-to-day operation of the county is handled by a manager appointed by the board.

APPENDIX B

BOARD OF COMMISSIONERS REQUEST SUBMISSION PROCESS

Step 1: Determine the Date of the Board Meeting

Select an upcoming Board meeting date from the adopted Board meeting schedule. Make sure sufficient time is provided to process the Agenda Report and make sure the Commission takes action prior to the necessary effective date. Enter the date as “mm/dd/yyyy”.

Step 2: Select the Relevant Agenda Section

The Board considers most items on the Consent Agenda. However there are some items that must appear on the Regular Agenda, Public Hearing or during some other segment of the Agenda.

Step 3: Choose the Affected Commission Districts

Check the appropriate box (es) to identify all commission districts affected by the particular transaction. If the transaction has a countywide impact, select “All”. As a reminder, the Board consists of two at-large districts and five representative districts.

Step 4: Identify the Requesting Agency

Enter the name of the agency requesting Board action such as “Environment and Community Development”.

Step 5: Describe the Actions Requested

What do you want the Board to do? The requested action should be a mini-summary of the item. It should identify who, what, where, when, why and how much whenever possible. Specify the action and subject requested of the Board. For example; “Request approval of an Agreement between Fulton County and the XYZ Corporation for architectural design services for the Central Park Library Branch renovation project in the amount of \$345,000, for a one-year term.”

Step 6: State the Purpose

Describe the legal requirement for the Board’s action and what the action accomplishes. Cite statutes, court decisions, court directions or administrative regulations. For example: “Section 12-4-3(z) of the Official Code of Georgia requires the Board approve designations of authority by adopting an official resolution. This item approves a designation of signature authority from the County Manager to the Director of the Finance Department to allow the Finance Director to sign bond documents on the County Manager’s behalf.”

Step 7: Determine if the Item is a Board Goal

State if the item is specifically related to carrying out a Board Goal. The item or transaction must be specifically identified in an action plan for implementing Board Goals or is an approved budget enhancement.

Step 8: Provide an Executive Summary

Start with the recommendation line, such as [“The Fire Rescue Department recommends approval”](#). Provide a narrative description of the problem, issue or

transaction and a justification for the action recommended. Also provide a historical context for the action, if one exists. Note any previous Board action with meeting dates and item number identified for reference. Also describe the consequences if the recommended action is not approved as well as decision alternatives. Again, don't assume that the reader is knowledgeable about the transaction.

Step 9: Identify Fiscal and Personnel Impacts

Describe the fiscal impact of the request on the budget, the source of funds and whether funding is available in the agency's current operating or capital budget. Include the appropriate expenditure and revenue accounts as well as the title of the budget (General Fund, South Fulton Service District, etc.). For grant applications, include information as to the duration of grant funding and the match requirements. If a requested action has personnel related impacts, such as creating new positions or reducing workloads, please describe the personnel-related impacts.

Step 10: Identify a Staff Contact Person

Who should be contacted for more information on the particular item? Identify them by name, title, location and phone number.

Step 11: List and attach Exhibits

Identify all exhibits, for example; "Exhibit 1: Intergovernmental Agreement." Make sure that all contacts, grants and agreements have been approved by an appropriate agency such as the County Attorney, Information Technology, Grants Management Budgets, etc. All exhibits must be properly labeled in the upper right corner.

Step 12: Provide Processing Instructions

Describe any unique handling required of the transaction. For example, "Following execution the Chair and the County Manager retain one copy in the Clerk's Office and return three copies to Ronal Rice in the County Attorney's Office."

Step 13: Obtain the Director's Signature

Fill in the Director's name, data and phone number and obtain the Director's original signature.

Step 14: Submit to the County Manager's Office

Send one original paper copy with all exhibits and originals to Kay Styles in the County Manager's Office.

E-mail the Agenda Report to Kay Styles in Word format (.doc).

Scan and e-mail all exhibits to Kay Styles in .pdf format.

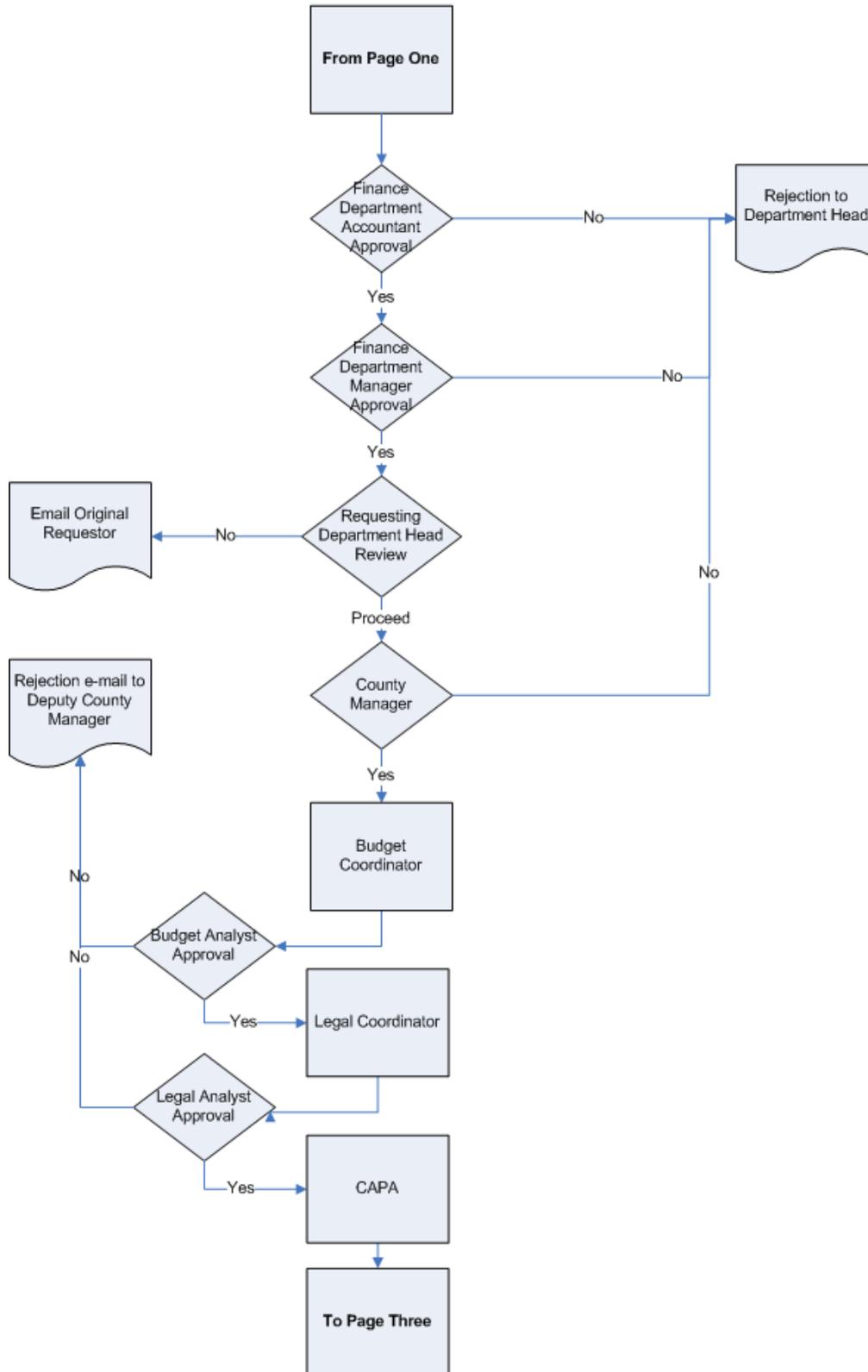
Step 15: Review the Draft and Final Agenda

Make sure your item was placed on the draft and final agendas

 <p>Fulton County Board of Commissioners Agenda Item Summary: Item #09-</p>	Page 1 of 1
	BOC Meeting Date
Requesting Agency	Commission Districts Affected
Requested Action <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i>	
Requirement for Board Action <i>(Cite specific Board policy, statute or code required)</i>	
Is this Item Goal Related? <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Summary & Background <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i>	
Fiscal Impact / Funding Source <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>	
Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> 1.	
Source of Additional Information <i>(Type Name, Title, Agency and Phone)</i>	

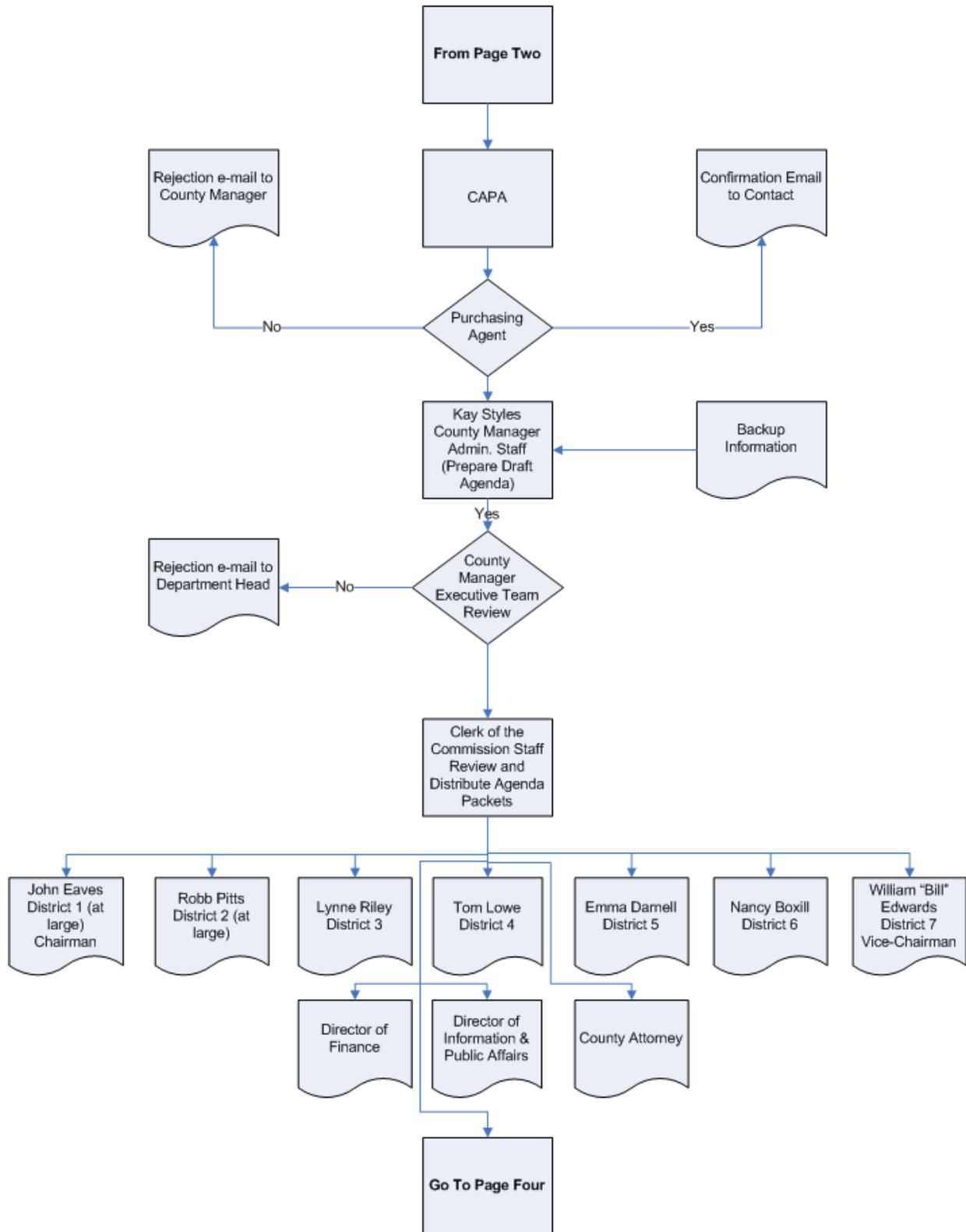
Commission Approval Process

Page Two



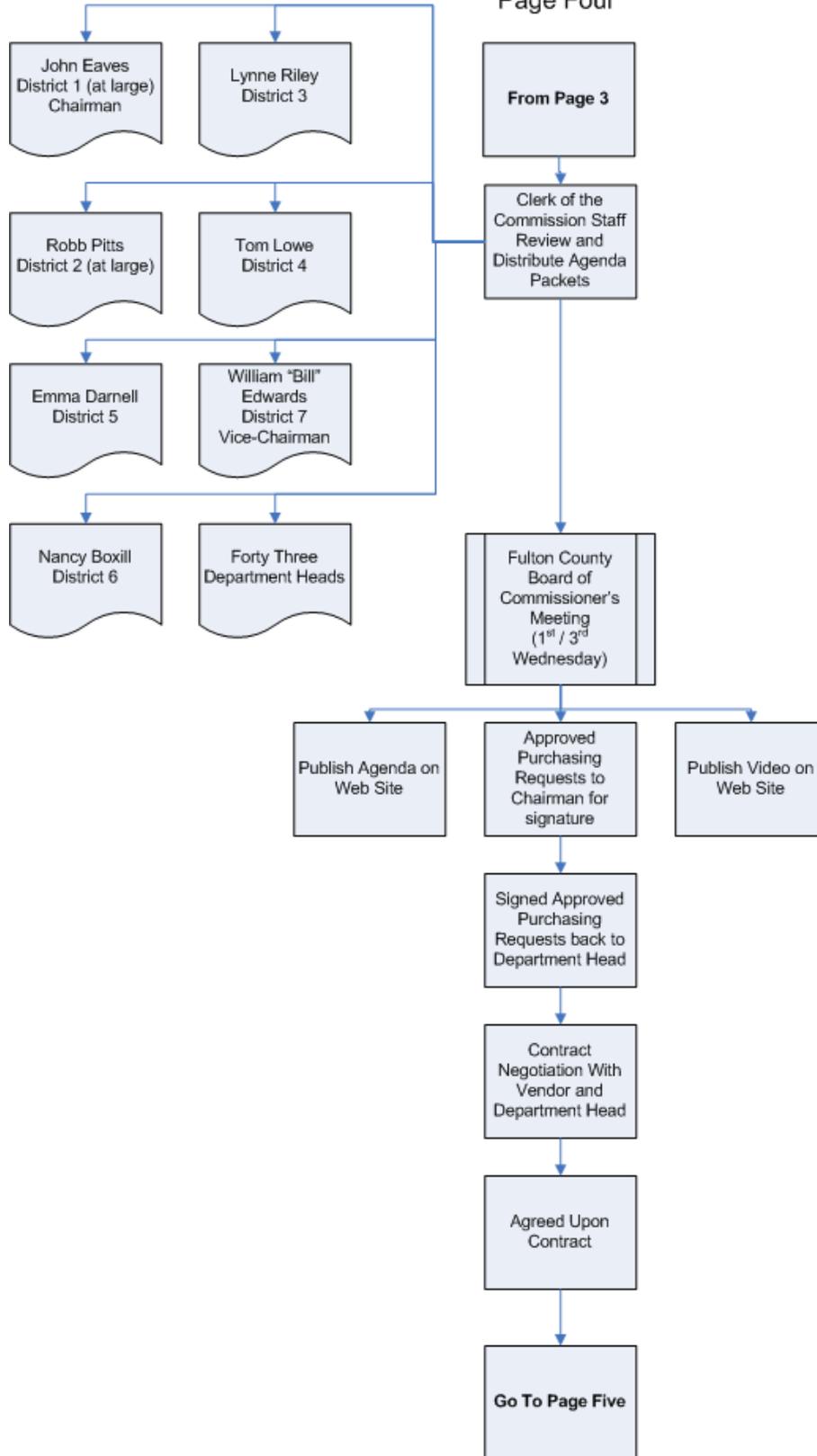
Commission Approval Process

Page Three



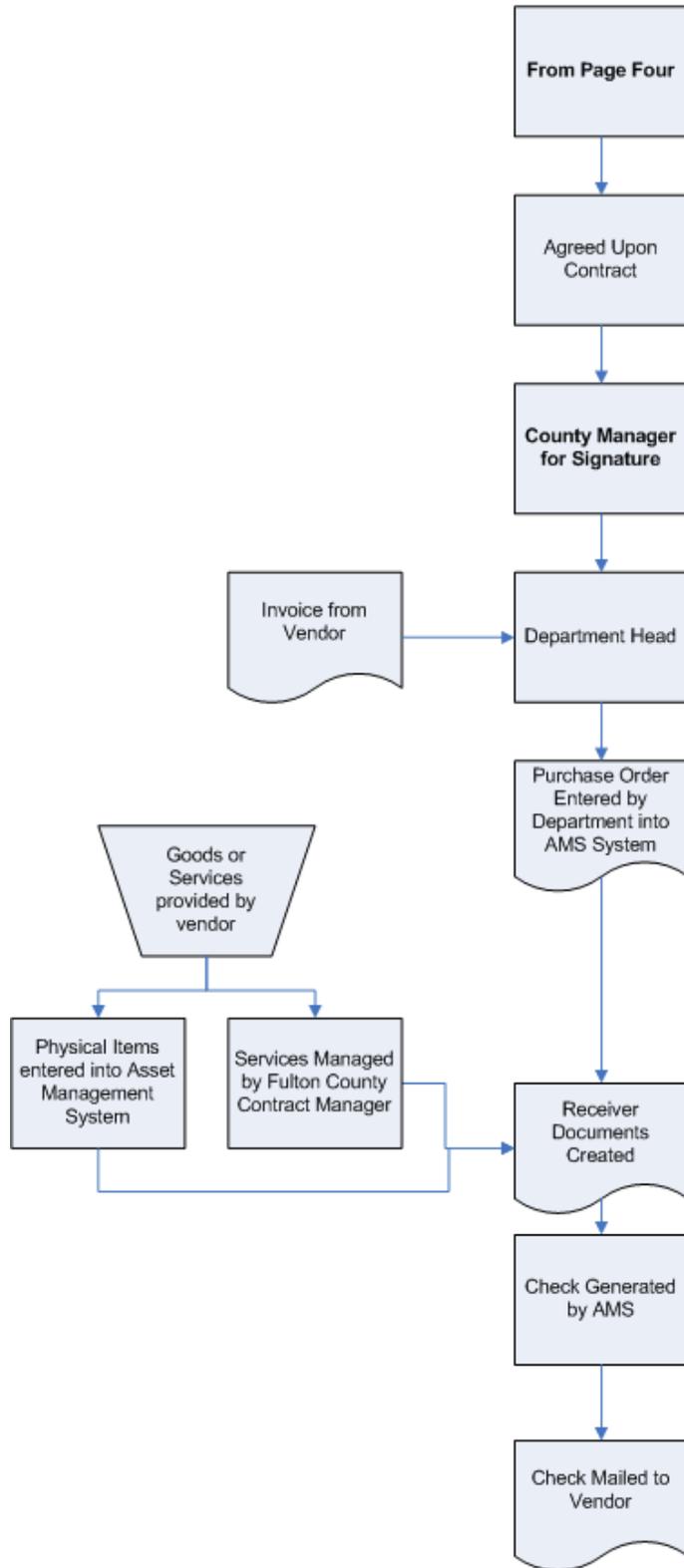
Commission Approval Process

Page Four



Commission Approval Process

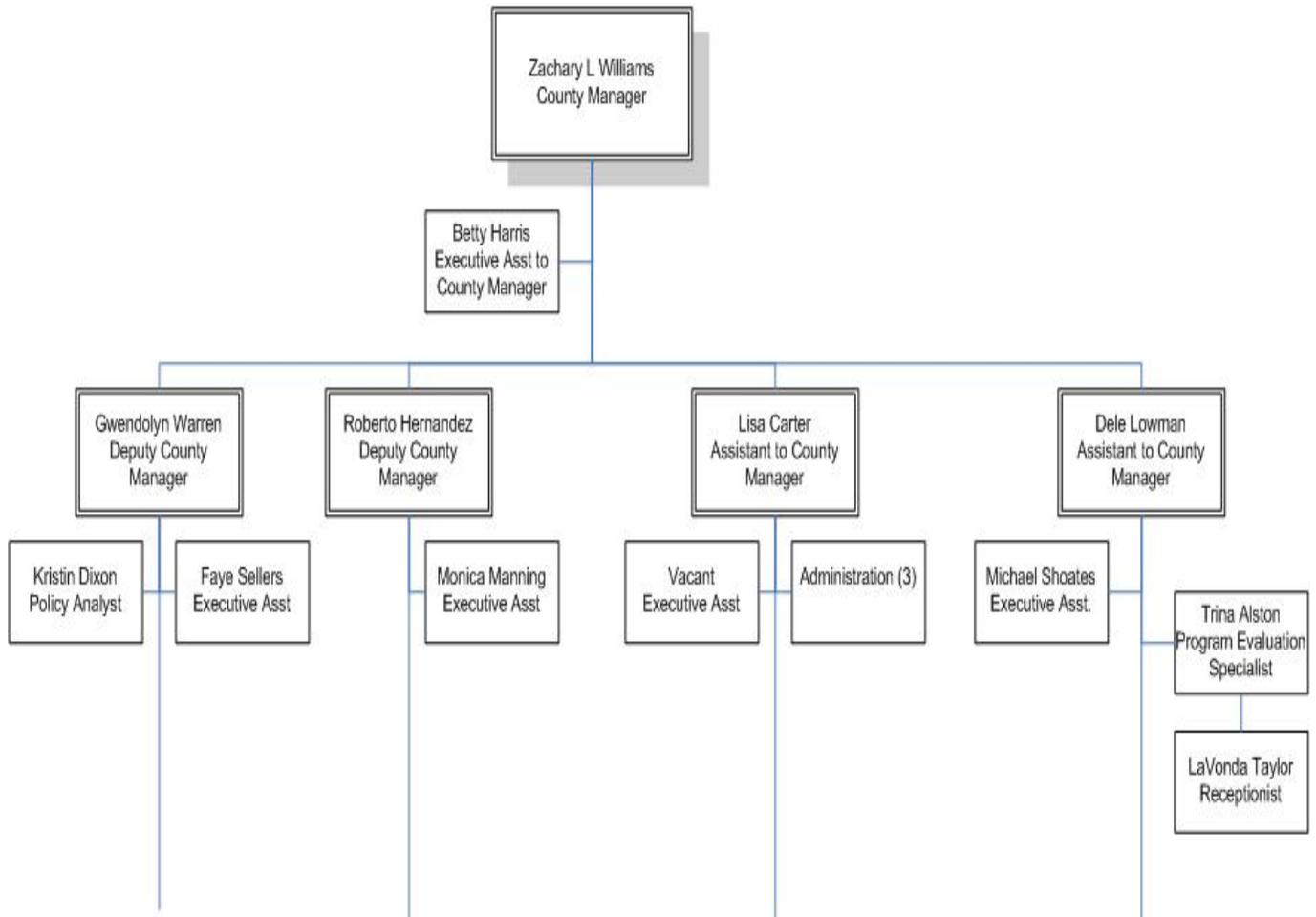
Page Five



APPENDIX D

Fulton County Manager's Office

Functional Organizational Chart, March 2009



Duties

Health & Wellness
Human Services
MH/DD/AD
Library
Arts & Culture
Cooperative Extension
Housing
DFACS (Liaison)
Housing Authority (Liaison)

County Manager Divisions:
 EEO
 Chaplain

Duties

Emergency Management
Emergency Services
Parks & Recreation
Public Works/E&CD
Police
Fire
District Attorney (Liaison)
Public Defender (Liaison)
Sheriff (Liaison)
Marshal (Liaison)
Medical Examiner (Liaison)
Courts (Liaison)

Duties

County Manager Divisions:
 BOE
 Internal Audit (Liaison)

Outcome Budgeting
Agenda Process
County Manager Budget
Finance (Liaison)
General Services (Liaison)
Purchasing (Liaison)

Duties

County Manager Divisions:
 Communications/Customer Service
 Broadcast & Cable
 Strategy & Organizational Development

Executive Leadership Development
IT (Liaison)
Personnel (Liaison)

APPENDIX E

Fulton County Member Voting Statistics

Board of Commissioners

29-Sep-09

Commissioner: Riley (R)

District Number: 3

Total Votes:	75
Total Eligible Votes:	75
Member Votes:	68
Member Votes Percentage:	90.7%
With Majority:	63
With Majority Percentage:	94.0%
Against Majority:	4
Against Majority Percentage:	6.0%
Yea/Nay Ties:	1 09-0124
With Party:	66
With Party Percentage:	100.0%
Against Party:	0
Against Party Percentage:	0.0%
Party Ties:	2 08-1009, 09-0124
Total Yea:	64
Total Nay:	4
Total Not Voting:	7
Total Excused:	0
Total Abstain:	0

Begin Date: 1/1/2009

Bills: ALL

End Date: 1/31/2009

Fulton County

Voter History

Board of Commissioners

Commissioner: Boxill (D)
District Number: 6

Total of Votes

RCS #	Document ID	Sponsor / Subject	Votes	Yea	Nay	N/V	Exc	Abstn	Tot	Results
9741	10-0193	E & CD - ZONING CASE 2009Z-0016 OLD NATIONAL HIGHWAY MEDICAL FACILITY	Yea	5	0	2	0	0	7	Passed
				B/E/J/P/R		D/L				
				D-4;R-1		D-1;R-1				
9742	10-0194	E & CD - ZONING 2009Z-0015 / 2009U-0004 FLAT SHOALS ROAD ASSISTED LIVING FACILITY	Yea	6	0	1	0	0	7	Passed
				B/D/E/J/P/R		L				
				D-5;R-1		R-1				
9743	10-0196	E & CD - ZONING 2009ZM-0011 / 2009VC-0034 UTOY SPRINGS ROAD	Yea	7	0	0	0	0	7	Passed
				B/D/E/J/L/P/ R						
				D-5;R-2						
9751	10-0243	PURCHASING/CONTRACT COMPL SHERIFF PRISON VAN SECURITY EQUIPMENT	Yea	6	0	1	0	0	7	Passed
				B/D/E/J/P/R		L				
				D-5;R-1		R-1				
9752	10-0245	PURCHASING/CONTRACT COMPL LIBRARY PROGRAM MANAGEMENT SERVICES	Nay	1	5	1	0	0	7	Failed
				L B/D/E/P /R	J					
				R-1 D-4;R-1	D-1					
9753	10-0246	PURCHASING/CONTRACT COMPL FINANCE LIBRARY REFERENDUM BONDS BOND COUNSEL SERVICES	Yea	3	0	4	0	0	7	Passed
				B/E/L		D/J/P/R				
				D-2;R-1		D-3;R-1				
9754	10-0247	PURCHASING/CONTRACT COMPL FINANCE UNDERWRITER SERVICES FOR LIBRARY REFERENDUM BOND	Yea	4	0	3	0	0	7	Passed
				B/D/E/L		J/P/R				
				D-3;R-1		D-2;R-1				
9755	10-0249	PURCHASING/CONTRACT COMPL FINANCE LIBRARY REFERENDUM BONDS FINANCIAL ADVISORY SVCS	Yea	4	0	3	0	0	7	Passed
				B/D/E/L		J/P/R				
				D-3;R-1		D-2;R-1				
9756	10-0254	PURCHASING/CONTRACT COMPL RESOLUTION RE FULTON/ DEKALB HOSPITAL AUTHORITY RE NOTE ISSUED BY FDHA	Yea	4	0	3	0	0	7	Passed
				B/D/E/L		J/P/R				
				D-3;R-1		D-2;R-1				
9761	10-0256	COMMISSIONERS ITEMS RESOLUTION RE DISCLOSURE OF CAMPAIGN CONTRIBUTIONS	N/V	2	0	5	0	0	7	Passed
				D/E		B/J/L/P/ R				
				D-2		D-3;R-2				

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Fulton County

Voter History

Board of Commissioners

Commissioner: Boxill (D)

District Number: 6

Total of Votes

RCS #	Document ID	Sponsor / Subject	Yea	Nay	NV	Exc	Absin	Tot	Results
9762	10-0256	COMMISSIONERS ITEMS RESOLUTION RE SUPPORT OF THE ATLANTA NEIGHBORHOOD DEVELOPMENT PARTNERSHIP	Yea 3 B/E/R D-2;R-1	1 D-1	3 J/L/P D-2;R-1	0	0	7	Passed
9736	10-0266	3/3/10 CONSENT AGENDA CONSENT AGENDA ADOPTION	NV 4 E/J/P/R D-3;R-1	0	3 B/D/L D-2;R-1	0	0	7	Passed
9766	10-0267	COUNTY MANAGER STANDARD OPERATING PROCEDURES FOR FINANCIAL AND STANDARDS OF CARE	Yea 3 B/E/R D-2;R-1	0	4 D/J/L/P D-3;R-1	0	0	7	Passed
9737	10-0275	3/3/10 AGENDA ADOPTION OF THE REGULAR MEETING AGENDA	Yea 3 B/J/P D-3	2 E/R D-1;R-1	2 D/L D-1;R-1	0	0	7	Passed
9738	10-0275	3/3/10 AGENDA ADOPTION OF THE REGULAR MEETING AGENDA	Nay 3 E/P/R D-2;R-1	2 B/J D-2	2 D/L D-1;R-1	0	0	7	Passed
9739	10-0275	3/3/10 AGENDA ADOPTION OF THE REGULAR MEETING AGENDA	Yea 4 B/E/J/P D-4	1 R R-1	2 D/L D-1;R-1	0	0	7	Passed
9740	10-0276	RATIFICATION OF MINUTES 2/3/10 MINUTES 2/17/10 POST AGENDA	NV 4 E/J/P/R D-3;R-1	0	3 B/D/L D-2;R-1	0	0	7	Passed
9744	10-0280	E & CD - ZONING 2009Z-0014 STACKS ROAD CONCRETE BATCH PLANT	Yea 5 B/D/E/P/R D-4;R-1	1 L R-1	0	0 J D-1	1	7	Passed
9757	10-0281	E & CD - ZONING 2009U-0006 OLD FAIRBURN ROAD	Yea 4 B/D/E/L D-3;R-1	0	3 J/P/R D-2;R-1	0	0	7	Passed
9748	10-0286	E & CD - ZONING 2010ZM-0001 HILLSIDE ROAD	Yea 7 B/D/E/J/L/P/ R D-5;R-2	0	0	0	0	7	Passed
9749	10-0287	E & CD - ZONING 2010ZM-0002 SPENCE ROAD	Yea 7 B/D/E/J/L/P/ R D-5;R-2	0	0	0	0	7	Passed

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Fulton County Voter History

Board of Commissioners

Commissioner: Boxill (D)
District Number: 6

Total of Votes

RCS #	Document ID	Sponsor / Subject	Votes	Yea	Nay	NV	Exc	Abstn	Tot	Results
Begin Date: 3/3/2010										
End Date: 3/3/2010			Bills: ALL							
Vote Types: Yea, Nay, Not Voting, Excused, Abstain			Actions: ALL							
Sort Order: Bill ID										

Fulton County Roll-Call® History

Board of Commissioners

RCS #	Document ID	Action	Date	Time	Total of Votes					Tot	Results
					Yes	Nay	N/V	Exc	Abstn		
8910	09-0209	COMMISSIONERS' ITEM	2/4/2009	12:59 P	5	0	2	0	0	7	Passed
8916	09-0212	AGENDA ADOPTION	2/18/2009	10:08 A	5	0	2	0	0	7	Passed
8917	09-0222	AGENDA ADOPTION	2/18/2009	10:11 A	5	0	2	0	0	7	Passed
8918	09-0223	RATIFICATION OF MINUTES	2/18/2009	10:11 A	5	0	2	0	0	7	Passed
8925	09-0226	E & CD	2/18/2009	1:11 P	2	1	3	0	1	7	Passed
8926	09-0227	FINANCE	2/18/2009	1:18 P	5	0	2	0	0	7	Passed
8919	09-0229	INTERGOVERNMENTAL AFFAIRS	2/18/2009	12:23 P	5	0	2	0	0	7	Passed
8920	09-0229	INTERGOVERNMENTAL AFFAIRS	2/18/2009	12:24 P	5	0	2	0	0	7	Passed
8921	09-0229	INTERGOVERNMENTAL AFFAIRS	2/18/2009	12:25 P	5	0	2	0	0	7	Passed
8922	09-0229	INTERGOVERNMENTAL AFFAIRS	2/18/2009	12:25 P	5	0	2	0	0	7	Passed
8923	09-0229	INTERGOVERNMENTAL AFFAIRS	2/18/2009	12:26 P	5	0	2	0	0	7	Passed
8924	09-0229	INTERGOVERNMENTAL AFFAIRS	2/18/2009	12:27 P	5	0	2	0	0	7	Passed
8927	09-0230	PURCHASING/COMPLIANCE	2/18/2009	1:22 P	3	0	4	0	0	7	Passed
8928	09-0231	PURCHASING/COMPLIANCE	2/18/2009	1:23 P	3	0	4	0	0	7	Passed
8929	09-0233	PURCHASING/COMPLIANCE	2/18/2009	1:25 P	4	0	3	0	0	7	Passed
8930	09-0235	PURCHASING/COMPLIANCE	2/18/2009	1:27 P	3	0	4	0	0	7	Passed
8931	09-0236	PURCHASING/COMPLIANCE	2/18/2009	1:31 P	4	0	3	0	0	7	Passed
8933	09-0239	EDWARDS	2/18/2009	1:34 P	3	0	4	0	0	7	Passed
8934	09-0242	DARNELL	2/18/2009	1:36 P	4	0	3	0	0	7	Passed
8935	09-0244	BOARD APPOINTMENTS	2/18/2009	1:37 P	4	0	3	0	0	7	Passed
8936	09-0245	BOARD APPOINTMENTS	2/18/2009	1:38 P	3	0	4	0	0	7	Passed
8937	09-0246	BOARD APPOINTMENTS	2/18/2009	1:39 P	4	0	3	0	0	7	Passed

Fulton County Roll-Call® History

Board of Commissioners

RCS #:	Document ID	Action	Date	Time	Total of Votes					Tot	Results
					Yea	Nay	NW	Exc	Abstn		

Number of Roll Calls: 122

Bills: ALL

Begin Date: 1/1/2009

End Date: 2/28/2009

Actions: ALL

Sort Order: Bill ID

APPENDIX F

SYSTEMS REQUIREMENTS MATRIX

This section details the functional requirements which are required by the proposed solution. In addition to providing input to aforementioned high-level requirements, the Vendor must also provide a response to the system capabilities in reference to the specific functional requirements as presented in the table below.

Failure to complete and return this section of the RFP will be a basis for disqualification. This section is to be returned on the original hard copy forms provided; in no case shall the requirements be retyped or altered in any way from those provided within. If the forms are retyped or altered in any way then the response will be disqualified. Responses shall also be recorded on the enclosed spreadsheet and returned with the proposal. In the event that the paper response and electronic response differ, the paper response will be used.

This part of the proposal shall include a response to each element. To avoid ambiguity any additional comments or explanation required by the proposer should be identified by element number.

Each item in this response document shall be marked with one of the following "Status Codes":

[E]-Requirement is fully and completely met by proposed system and can be demonstrated in the proposed software package.

[M]-Requirement will be provided by proposed modifications to the base software package in the total price proposed. These modifications will be maintained in the base software package in a future release within 6 months of the software package being implemented; and a walk-through of the future release can be provided.

[P]-Requirement will be provided by proposed modifications to the base software package in the total price proposed. These modifications can be added with a minor modification to the proposed system and become part of the proposed software package.

[O]-Requirement will be provided by a standard option. The cost of these options shall be provided in the cost section of the proposal.

[C]-Requirement will be provided by custom modifications not supported in future releases and the cost indicated separately.

[X]-Requirement can not be provided.

In the event that additional information is to be provided on a separate sheet to further describe the method in which the proposed system meets the specific requirement, an asterisk shall be entered on the response form following the "status code", such as [M*].

1	HARDWARE & SOFTWARE	Response E/M/P/O/C/X	Comments
1.1	An evaluation program of this system is provided; If requested, you can provide a demonstration of this system.		
1.2	The suggested server configuration your System will run on meets County specifications as provided "Hardware and Software Environment" (Please provide complete hardware specifications within your response.)		
1.3	Your system supports both Internet Explorer 6.0 and higher (Service Pack XPSP 2 and higher) as well as Internet Explorer 7.0.		
1.4	Your system supports the use of either MS SQL Server 2008 (or later release) and Oracle 10 (or later release).		
1.5	The system can be deployed enterprise wide across multiple platforms and multiple locations		
1.6	The proposed system provides group and user security.		
1.7	The system has a Systems Administrator function that can manage security, 'maintenance tables, routing assignments, and overall system help to users when necessary.		
1.8	The system allows security access to different sections of the system to be defined as read-only, read and write, or no access.		
1.9	The system has the ability to support simultaneous multiple-user access to all components of the agenda system.		
1.10	The system provides within the agenda automation module to allow different levels of security within each meeting type.		
1.11	The system maintains audit trail of changes made to each item.		
1.12	The system provides within the agenda automation module a method to post all agenda s to the Web.		

1.13	Within the agenda automation module the system provides a method to download the agenda and all associated attachments as a single PDF.		
1.14	The system automatically post agendas and minutes for viewing over the Internet.		
1.15	The system has the capability for Constituent look-up, view or contact Commissioner's, other Board members and elected officials from the Internet.		
1.16	The system provides internet links to the public of digitally stored audio and video records.		
1.17	The system provides public access, via the internet, to archival/historical information, such as meeting minutes, motions, and votes.		
1.18	The agenda automation module has the ability to download a copy of a meeting with all the supporting material to a folder providing easy off-line access.		
1.19	The offline agenda module allows each user to make notes for each agenda item.		
1.20	The system provides the capability for searching of Agenda items, full-text or metadata.		
1.21	The system has the ability to OCR documents in order to allow search of text within document.		
1.22	The system has the ability to print any search result.		
1.23	The system allows searches by date and/or within date ranges.		
1.24	The system supports grouping and searching documents based on metadata content.		
1.25	The system allows searches on agenda titles, agenda content, supporting materials content, supporting materials annotation.		

1.26	The system allows the Public to search meeting agendas, minutes, and associated documents simultaneously.		
1.27	The system has the ability to return a list of all search results with links to the agenda item and supporting documents within the respective agenda.		
1.28			
1.29	The workflow application is created using ASP.NET.		
1.30	The system provides tracking of document through workflow process. This process will provide end-to-end workflow management of requests from departments to the Board of Commissioners and provide indexed transcribed and video archives (including indexed video files that correspond with the transcript index). This workflow should utilize current Fulton County form formats; yet these forms must be customizable by Fulton County personnel.		
1.31	The system provides multi-level (multiple criteria, multiple approvers) workflow.		
1.32	The system supports criteria-based escalation or reassignment of workflow approval.		
1.33	The system allows insertion of items to any step of the workflow.		
1.34	The system allows the withdrawal of an item from the workflow		
1.35	The system supports criteria-based notification of workflow. (delay of approval triggers notification for example)		
1.36	The system provides appropriate notification of workflow events.		
1.37	The system provides for workflow failover or re-routing, based on response time.		

1.38	The system provides authorized users with the ability to create standard and ad hoc workflows for the approval process. The system gives users the ability to track the status of each agenda item.		
1.39	The workflow module provides a GUI front end for administering, creating and editing workflows with point-and-click or drag-and-drop functionality.		
1.40	The workflow GUI front end is created in Microsoft Visio utilizing a stencil specifically created for the workflow application.		
1.41	The system has the ability to change a user assigned to a role; must be editable without requiring that a workflow be reconfigured.		
1.42	The workflow module provides the ability to implement dynamic roles.		
1.43	The workflow module is tightly integrated with an e-form product; an e-form must be capable of triggering a workflow process.		
1.44	The workflow module allows Visual Basic scripting to assist in integrating the workflow with other applications used in the agenda creation process.		
1.45	The workflow module will not only notify users of jobs in the workflow queue but will also notify users through their e-mail system.		
1.46	The workflow module shall not limit in any way the type of electronic files that can be attached to the flow.		
1.47	The workflow module can display all workflow queues that a specific user is responsible for at one time and allow the user to decide which queue they would like to access.		
1.48	The system contains an integrated, web-based e-forms product for publishing forms to the intranet/internet.		
1.49	The e-forms product is tightly integrated with the agenda automation module.		

1.50	The e-forms application has the ability to publish information directly to the agenda application.		
1.51	The e-forms application has the ability to embed a form directly into a workflow.		
1.52	The e-forms application allows the ability to auto populate fields on a form such as date fields, auto-incremental fields, etc.		
1.53	The system supports creation of forms with user input fields that can be configured to represent existing paper forms.		
1.54	The e-forms application is capable of defining and using composite fields to create structured agenda titles as part of an agenda item.		
1.55	The e-forms application allows users to configure multiple field types on an e-form. These types must include lookups, composite, text, date, mask, integer, float, Boolean, auto-date, incremental, agenda meeting date, agenda meeting time, agenda meeting caption, agenda meeting location and agenda meeting type.		
1.56	There is no limit to the number of forms that can be created and published in the e-forms application.		
1.57	The e-forms application uses XML technology.		
1.58	The e-forms application utilizes a publishing functionality that allows the administrator to determine when a form is published and made available to the users.		
1.59	The system supports the creation of an agenda by grouping Agenda Item Request documents based on a metadata field containing the requested meeting date and agenda type.		

1.60	Once an agenda is created, the system provides the ability for the user to publish the agenda to the web with associated links to supporting documents.		
1.61	The system allows drafts to be created.		
1.62	The system creates links to, or associate, supporting material for meetings with agenda item document.		
1.63	The system allows flexible reformatting of the document such as: font, indentation, numbering, order of items, etc.		
1.64	The system allows pending items to be placed on the agenda.		
1.65	The system supports creation of long range agenda items.		
1.66	The system has the ability to print entire agenda and all attachments with configurable numbering.		
1.67	The system has the ability to print entire agenda and all attachments with configurable numbering.		
1.68	The system allows supporting materials to be attached to an agenda item during the scanning process (Directly Scanned to Item).		
1.69	The system provides a post meeting capability for tracking, numbering and signing documents. The system provides the ability to use workflow in post meeting activities to manage post meeting activities.		
1.70	The system provides an interface that allows a user to download the agenda and all supporting materials.		
1.71	Users can make notes on agendas and any supporting materials.		
1.72	The system supports the concatenation of associated documents for display, website and print.		
1.73	The system provides automatic notification when a document is revised.		

1.74	The system records responses to an agenda item or document.		
1.75	The system provides shells/templates for meeting types.		
1.76	The system supports electronic note-taking by meeting participants.		
1.77	The agenda automation module provides the capability to allow versioning of agendas and agenda items; allow process steps such as: draft, revision, and final agenda.		
1.78	The agenda automation module allows agenda items to be moved with all associated attachments from one agenda to another.		
1.79	The agenda automation module has the option to show where an agenda item is within the workflow process and it's status (approved, rejected), being drafted, final draft, etc.		
1.80	The agenda automation module has the ability to accept different types of attachments to support and link to agenda items. These file types include: text, graphics, word processing applications, spreadsheets, acrobat, HTML, XML, Java, and photos and other images. Digital media such as visual files shall also be supported. (TIFF, JPEG, Mpeg, GIF, PDF, BMP, Raw, Scitex, Targa, PCX, Pixar, PNG, Pict, AVI)		
1.81	The agenda automation module has the ability to automatically convert attachments used to support agenda items to PDF for printing and public distribution.		
1.82	The agenda automation module has the ability to support annotations to attachments.		
1.83	The agenda automation module allows revision control of attachments.		

1.84	The agenda automation module allows an unlimited number of meetings to be added and managed by the system.		
1.85	The system supports electronic signatures.		
1.86	The system has the ability to select individual pages or sections of a document to be viewed, routed, included in packet, or printed.		
1.87	The system has the ability to provide reviewer with a log of items that were reviewed for each meeting.		
1.88	The system has the ability to support flexible query capability for ad-hoc reporting based on user-defined criteria.		
1.89	The system has the ability to provide a well-documented, user-friendly query and report writing tool. (Include list of reporting tools supported)		
1.90	The system has the ability to create retention schedules for all documents associated with an agenda based on document type.		
1.91	The system has the ability to archive documents within the system or hold documents from view without removing them from the system.		
1.92	The system has the ability to provide an email notification for documents that are approaching retention limits.		
1.93	The system has agenda templates which can include preloaded drop-down designations for all Board/Committee/Subcommittee and an option to edit these designations.		
1.94	The agenda templates will include a checklist of standard items, including roll call, public presentation and orders of the day. As needed, the checklist of standard items can be edited and amended by authorized users.		

1.95	The system proposed shall be of a non-proprietary nature. Describe any functions, features or components that are, or may be proprietary and why they do not restrict utilization of the system.		
1.96	The agenda automation module shall have the ability to perform, but not be limited to the following document import methodologies: fax and direct scanning; direct loading and copying.		
1.97	The agenda automation module shall have the ability to publish a finalized HTML agenda to the Web with all associated attachments as links to the appropriate agenda item. This process must be accomplished using a single mouse click.		
1.98	The agenda automation module shall have the ability to create an agenda packet for printing.		
1.99	The agenda automation module shall have redaction capability.		
1.100	The system shall be able to work with size D and E size documents.		
1.111	An agenda can be rolled up as draft agenda while items are not approved.		
1.112	The agenda automation module shall maintain and make available the history of all agenda items that have been copied to other agendas.		
1.113	The agenda automation module shall allow actions to be added for each agenda item. The actions can be added manually for each item or selected from a pre-configured list tied to each agenda type.		
1.114	The agenda automation module shall have the ability to scan attachments into an agenda.		
1.115	The agenda automation module shall have the ability to select an agenda item and scan the attachments to the item.		

1.116	<p>This system should provide end-to-end management of requests from departments to the Board of Commissioners and provide indexed transcribed and video archives (including indexed video files that correspond with the transcript index). The system should provide automated workflow of requests and should include a status “dashboard” showing the length of time required at each stage of the review/approval process. This dashboard should be customizable to indicate if the approval/review process exceeds expected timeframes. For example, the approval process for Information Technology may be expected to take two weeks. Approvals requiring two weeks or less would show a green indicator on the “dashboard”. If the approval process required more than two weeks, but less than four, the dashboard would show a yellow indicator. If the approval process exceeded four weeks, the indicator should be red. These indicators should be completely customizable by the staff of the County Manager for each stage of the approval process.</p>		
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2	Requirements - Meeting Management, Minutes, & Voting	Response E/M/P/O/C/X	Comments
2.1	The system has the ability to maintain/convert current voting database (past votes) to new voting database/system.		
2.2	The system has the ability to provide a means of keeping time for all speakers. Constituents will need to be timed for public comment and debate times (pros and cons), and Commissioners will need to be timed. Time must be visible for all persons to view (Commissioners & audience members).		
2.3	The system has the ability to enable Commissioners to “sign-up” to speak, keep their requests in order, and allow each Commissioner to view requests.		
2.4	The system has the ability to allow voting machine operator to enter voice votes (manually).		
2.5	The system has the ability to create meeting minute templates with default text for minutes, motions, and voting.		
2.6	The system has the ability to create an attendee list for each meeting type. The attendee list needs to track the attendee name and title.		
2.7	The system has the Ability to allow sections to be added to an individual agenda without modifying the meeting type for all meetings.		
2.8	The system has the ability to assign attendees from the attendee list who will be attending a meeting, voting in the meeting, or part of the roll call for the meeting.		
2.9	The system has the ability to assign attendees from the attendee list who will be attending a meeting, voting in the meeting, or part of the roll call for the meeting.		
2.10	The system has the ability to import agenda into minute’s application to use for minutes template.		

2.11	The system has the ability to configure and modify meeting minute templates.		
2.12	The system has the ability to take roll call.		
2.13	The system has the ability to activate items and make minute entries or notes.		
2.14	The system has the ability to make notes public or private.		
2.15	The system has the ability to record motions and to log mover and seconder.		
2.16	The system has the ability to take and record votes on individual items.		
2.17	The system has the ability to activate items in any order desired.		
2.18	The system has the ability to activate individual items or entire agenda sections.		
2.19	The system has the ability to track, add and time speakers.		
2.20	The system has the ability to perform spell check.		
2.21	The system has the ability to do meetings within a meeting.		
2.22	The system offers a spell checker within the minutes taking solution.		
2.23	The system allows the voting order to be changed for each meeting as may be needed.		
2.24	The system allows members to be added or deleted from committee rosters “On The Fly” for specific meetings so that attendance and votes can be recorded properly.		
2.25	Summary minutes are linked to the appropriate agenda and the headings, numberings and item descriptions from the agenda will populate the summary minutes. This function is editable.		
2.26	Roll calls can be performed at any time during a meeting in case people leave for any reason.		
2.27	Modification of minutes are simple to perform and do not require extensive cleanup.		
2.28	The system allows users to enter multiple motions for a single item, including substitute motions.		

2.29	The system allows viewing of vote results as members vote.		
2.30	The system supports manual override of votes, roll call, motions, and amendments to agenda and minutes.		
2.31	The voting solution is compatible with a touch-screen interface.		
2.32	All Speakers in queue can be viewed in any order requested.		
2.33	The presiding officer (normally the Chairman) as well as Clerk are able to control the microphone system for any of the “HOT” microphones (speakers), allowing the presiding officer to mute, activate, etc.		
2.34	The system provides the capability to add or delete speakers in “Request to Speak” queue.		
2.35	The system supports recording resulting motions, votes, roll call, and notes from software interface will automatically appear as text in minutes. Manual transcription of motions, votes, and roll calls will not be accepted.		
2.36	Each vote cast is printable at the time of vote.		
2.37	The minutes can be taken with the streaming video or in a stand alone mode and imported back into the agenda solution.		
2.38	Minutes Annotation Software will produce “Linked Minutes” document in .html format. The end user may click on any item within the Minutes Doc to link to the audio/video.		
2.39	The system supports the ability to create reports from the voting record, i.e., provide number of votes cast by a particular Commissioner on a specific date, yearly vote tally by a particular Commissioner, and generate unlimited statistical reporting/documents, etc.		
2.40	Clerk will be able to jump directly to any motion, vote, or note in meeting and listen to corresponding audio for easy editing. All of these items will be linked individually to audio/video.		

2.41	Video streaming is visible by constituents online per item number on the agenda.		
2.42	Video is linked to Agenda Items, Minutes, and Supporting Material.		
2.43	The system has a customizable web interface.		
2.44	The system supports streaming of meetings as they happen or record them and publish to the web together with the meeting minutes, supporting materials and the meeting agenda if desired.		
2.45	Video, minutes, meeting agenda and supporting material are all in a searchable format.		
2.46	Multicast Broadcasting is supported.		
2.47	Video system <u>must</u> run on the same database as the agenda system. Two separate databases will not be acceptable due to incompatible drivers and the potential support issues this may cause.		
2.48	Users <u>must</u> be able to control the stream of both video and audio at the time of recording. A fixed resolution at the time of recording is not acceptable.		
2.49	The system supports recording the meeting during connectivity or system issues so that users are able to continue to record the meeting. This provides the capability to post the audio/video once the network/connectivity/system issue is resolved.		
2.50	Video/Audio file storage <u>must</u> be located within a secure firewall protected network. Information held on private networks must not be publicly accessible.		
2.51	Big Screen Capabilities are desired for item review and discussion of supporting materials.		
2.52	Must be able to create a DVD that includes both the video and the supporting materials if desired.		

2.53	If proposer has a co-locate option, please describe (provide technical information including location, security features, archive capabilities and disaster recovery procedures. Describe what options are available for location of hosting the video files?		
2.54	Proposer has included technical information regarding backup of all files, archiving plan, and disaster recovery plan and redundancy description.		
2.55	Proposer has included technical information regarding video editing tools that will be provided.		
2.56	Proposer has included technical information regarding type of mobile encoder is used? What type of encoder is used?		
2.57	Proposer has included technical information regarding the typical stream rate for your video broadcasts.		
2.58	Proposer has included technical information regarding model and type of cards typically used in your installations?		
2.59	The system is not hardware platform dependant and will run on any server platform.		
2.60	Proposer uses redundant Internet connectivity and has provided technical information.		
2.61	The system has an interface that manages the video streaming and is integrated with the Minutes Application and Voting System.		
2.62	The streaming audio/video is time stamped so the user can go directly to the point of the video for any given item in the agenda.		
2.63	Archives of all Audio/Video Content are available on-demand.		
2.64	The system provides the capability for a single view that includes: video, audio, closed-captioning, drop-down menu of agenda items to link to, and document viewing area that has any supporting agendas, minutes, staff reports.		
2.65	The proposed solution is compatible with Windows Media Player.		

2.66	The proposed solution is capable of providing podcasting as a service.		
2.67	The proposed solution has the ability to incorporate closed captioning as desirable. An assessment of the benefits, i.e. cost, of incorporating “Closed Captioning” vs. utilizing sign linguist and court reporting (verbatim minutes) will be needed.		
2.68	The proposed solution will stream meetings as they happen or record them and publish to the web together with the meeting minutes, supporting materials and the meeting agenda if desired.		

3	Systems and Software Requirements	Response E/M/P/O/C/X	Comments
3.1	The web based software supports industry leading commercial web based application servers.		
3.2	The software is built on architecture that supports custom configuration with no custom programming required.		
3.3	The software is built on architecture that allows version/system upgrades that support custom configurations with no additional programming.		
3.4	The system is based on server technology that supports vertical and horizontal scalability, verified to support a potential user community of at least 6500 users.		
3.5	The system is capable of being accessed via the internet.		
3.6	The system is designed to operate without any software on the client machines including any plug-ins or middleware.		
3.7	The system is designed to support both Microsoft SQL Server 2008 or higher and/or Oracle 10g or higher.		
3.8	The system has the ability to import/export data for use by external application systems as required.		
3.9	The system has a customizable user interface on the client side which can be different for each user.		
3.10	The system has the ability to create an unlimited number of user-defined tables and fields.		
3.11	The system has the ability to utilize Messaging Application Programming Interface (MAPI) compliant e-mail systems.		
3.12	The system has the ability to support Extensible Markup Language (XML) transactions with external systems.		
3.13	The system is “User Friendly” so that it can be operated with minimal training by employees who have little or no computer experience.		

3.14	The system has the ability to support field-level security.		
3.15	The system has context sensitive on-line help screens.		
3.16	The system has the ability for the user to define pull down lists for any database attribute within the application.		
3.17	The system supports multiple departments and agencies.		
3.18	The system supports real-time data edits and cross field edits.		
3.19	The system allows for attachment of electronic documents to be printed and reprinted either on-demand or automatically triggered based on county-defined criteria.		
3.20	The system allows wildcards to be used for any field when searching.		
3.21	The system allows user definition of required fields.		
3.22	The system has the ability to develop interfaces with other systems. Vendor will be responsible for the development of required interfaces with functional support from Fulton County on existing software.		
3.23	The system supports multiple integration approaches including web services, XML, APIs, flat file, etc...		
3.24	The system supports bi-directional integration with application systems operating on Windows Server 2008, H.P. UX, Solaris 10 and AIX 5L version 5.2 and higher operating systems utilizing Microsoft SQL Server 2008 or Oracle 10g or higher as the database management systems.		
3.25	The system has the ability to interface with Apache 2.2.		

3.26	The system is able to link to an external system to display knowledge base information that is maintained by a County agency or another jurisdiction.		
3.27	The system is able to import information already compiled in other formats into the knowledge base (e.g., Word, Excel, PDF)		
3.28	The system provides the ability for the web site to interface to the AMVVSS tool's database and route the transaction to the appropriate department via the intranet.		
3.29	The system has the ability to upload and download data to/from existing county work order systems.		
3.30	The system has the ability to integrate with standard Microsoft Office products, including MS Word, MS Excel, MS Access and MS Outlook.		
3.31	Develop required forms and reports. This includes any required customization and the ability to interface with existing software applications in order to support attachments.		
3.32	Provide electronic and hard copy documentation to system implemented for Fulton County including: User/Technical/Administration Training manuals.		
3.33	Provide onsite training to system administrators and other users as described in the Professional Services Section.		
3.34	The system <u>shall</u> provide automated workflow of requests and should include a status "Dashboard" showing the length of time required at each stage of the review/approval process. This dashboard should be customizable to indicate if the approval/review process exceeds expected timeframes.		
3.35	The software is built on open standards to support running on Unix/Windows server operating systems.		

4	Maintenance/Extended Support	Response E/M/P/O/C/X	Comments
4.1	The Proposer shall provide installation service and on-going maintenance services, details of product support services available during system start up and after the product is installed including details of expected training, technical support, hardware and software support. (Service Level Agreements <u>must</u> be submitted regarding on-going maintenance and support).		
4.2	The Proposer <u>shall</u> provide the normal hours of operation for support and the associated cost.		
4.3	The Proposer <u>shall</u> describe the availability of 24-hour, seven-days-a-week emergency support and the associated cost.		
4.4	The Proposer <u>shall</u> describe the availability of a tiered support structure for responding to customer calls.		
4.5	The Proposer <u>shall</u> provide the procedure used to resolve a “System Down/Production Critical” call from a customer including escalation times and parties.		
4.6	The Proposer <u>shall</u> provide the average amount of time between a report of a non-mission critical bug and the “fix” becoming available in the software.		
4.7	The Proposer <u>shall</u> provide the policy for providing software upgrades and enhancements. Are professional services needed? If yes, are services provided on-site or off-site?		
4.8	The Proposer <u>shall</u> provide an optional extended service agreement for system maintenance including software and hardware (each to be provided separately).		
4.9	The Proposer <u>shall</u> provide a calendar of scheduled updates of the solution proposed.		

4.10	The Proposer shall provide a complete escalation schedule including specific personnel, contract numbers, e-mail addresses and emergency call numbers.		
4.11	<p>The Proposer shall provide cost for providing an optional on-site support technician. The technician must be experienced with all proposed modules and solutions proposed. The Proposer shall include a resume for the support technician. The technician must be onsite for a minimum of 1 year. The cost of providing the onsite support technician shall be included as a separate cost item. The onsite technician responsibilities will include, but not be limited to:</p> <ul style="list-style-type: none"> - Assuring installation is complete - Assisting with startup and configuration - Assisting with training end users and County support personnel - Performing customizations such as specific reports, sorts or other reporting requirements <p>Assisting with integration with video, web or other broadcasting services.</p>		

APPENDIX G

HARDWARE AND SOFTWARE REQUIREMENTS

This section presents the requirements for the County's hardware and software standards. Actual memory sizes, processor speeds, peripherals and system software standards packages shall be recommended by the Proposer. (Please provide complete hardware specifications within your response. Refer to below "**County Standards**" for acceptable configuration information.)

Fulton County desires to be provided with both the cost to purchase all hardware and connectivity for this solution as well as an optional complete, end-to-end, turnkey solution including all hardware necessary for the solution. Vendor must include a complete itemized hardware recommendation. Vendor's recommended hardware specifications must conform to the County hardware standards specified in this section. The goal is to have a high-performance system rather than an economical one.

Servers, desktops, laptops and tablet PCs shall not require administrator rights to operate.

The County standard prohibits providing administrator or root privileges to servers for executing any software in the production environment.

The County Standards for **Server Operating Systems** are:

- Red Hat/Oracle Enterprise Linux 5
- Windows Server 2008 (64-bit compatibility)

The County standards for the **Desktop Environment** are:

- Microsoft Vista/Windows XP (proposed system must support both)
- Microsoft Office 2003/2007 (proposed system must support both)
- Microsoft Outlook
- Microsoft Visio
- Internet Explorer 6.0 and higher (Service Pack XPSP 2 and higher)
- Internet Explorer 7.0 and higher (response must support both versions of Internet Explorer)
- ESRI ArcGIS version 9.2 and higher

The County GIS standards for the **Server Environment** are:

- ArcIMS 9.2 and higher
- ArcSDE 9.2 and higher

The County standards for **Ad-Hoc Reporting** are:

- Oracle© Discoverer
- Crystal Reports
- MS SQL Server 2000 Reporting Services
- Business Objects Xi

The County standards for **Database Management System** are:

- Oracle 10G and higher ©
- SQL Server 2008 and higher

The County standards for **Network Protocols Communicating Externally** are:

- Port 7070
- Any other ports must be approved by Fulton County Network Security

The County standards for **Network Communication** are:

- Ethernet
- Wireless 802.11g
- Wireless Cellular Broadband

The County standard for **Telephony System is Cisco Call Manager v4.2.**

Vendor must provide an indexed video file within 24 hours of each Commission Meeting. Vendor may provide an optional video stream if so desired, but Fulton County is under no obligation to accept this optional video stream, nor will it be accepted as a substitute for the required indexed video file.

The County standards for **External Streaming** are:

- Must be hosted externally
- The current County external host vendor is Earth channel
 - Costs to provide one 24 hour channel and VOD demand access for all necessary channels and additional storage must be included in the proposal.

APPENDIX H

INTERFACE WITH OTHER SYSTEMS

The proposed system should interface into existing systems running other applications for Fulton County. The system should have the ability to export as well as import any data required via the XML format. This includes the following systems among others as defined by Fulton County:

Apache 2.2 - See Acceptable Standards below

Interface	Description	Comment
Web Service	<ul style="list-style-type: none"> • Supports machine-to-machine interaction over the enterprise network. • Meets W3C specification using XML messaging that follows the SOAP standard. • Machine readable description of the operations offered by the consumable system written in the Web Services Description Language (WSDL). 	<p>Best solution for supporting machine-to-machine data transmission over a network.</p>
Really Simple Syndication (RSS)	<ul style="list-style-type: none"> • Family of web formats used to publish content in a standardize format • Data format follows the RSS specification using standardized XML 	<p>Good approach providing a structured data feed which can be easily processed.</p>
HTML	<ul style="list-style-type: none"> • Traditional browser markup language transmitted over HTTP. 	<p>Weak approach and should be used <i>sparingly</i> as the user interface design may not be compatible with that of the portal</p>

APPENDIX I

SUBMITTAL REQUIREMENTS

The proposer shall also provide as an option, a complete end-to-end system including hardware, touch-screens for voting and motions and all other services necessary to implement the solution.

The proposal should also include any additional comments necessary to fully describe the functional capabilities of the proposed system and give enough technical detail to allow the evaluation team to assess the feasibility of the proposed approach.