



FULTON COUNTY



INVITATION TO BID: 11ITB76429YB-TR

OPEN SYSTEMS HARDWARE MAINTENANCE

For

DEPARTMENT OF INFORMATION TECHNOLOGY

BID DUE DATE AND TIME: Tuesday, February 22, 2011 at 11:00 A.M.
BID ISSUANCE DATE: Thursday, January 20, 2011
ADDENDA AND INTERPRETATIONS: Tuesday, February 15, 2011 at 2:00 PM
PURCHASING CONTACT: Terrence Reese at (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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INVITATION TO BID
11ITB76429YB-TR, OPEN SYSTEMS HARDWARE MAINTENANCE
FULTON COUNTY GOVERNMENT

SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government ("County") invites sealed bids for 11ITB76429YB-TR, Open Systems Hardware Maintenance.

1. GENERAL INFORMATION

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.co.fulton.ga.us> under "[Bid Opportunities](#)".
- b. **The Bid package consists of the following scope of work:** To provide systems hardware maintenance (including break/fix) and support services. These services are required on a variety of servers and related items including printers, tape drive units, controllers, etc. All maintenance services are required to be on-site, except in incidents where Fulton County personnel determine that telephone support alone is sufficient. The detailed scope of work and technical specifications are outlined in [Section 6](#) of this bid document.
- c. The term "[Bid Documents](#)" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
- d. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting [Terrence Reese, APA](#) at (404) 612-4215 or e-mail terrence.reese@fultoncountyga.gov. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

FULTON COUNTY PURCHASING DEPARTMENT

Attn: [Terrence Reese](#)

[130 Peachtree Street, S.W., Suite 1168](#)

[Atlanta, GA 30303](#)

Phone: (404) 612-4201

Fax: (404) 893-1744

Reference Bid #: [11ITB76429YB-TR](#)

2. **PRE-BID CONFERENCE:** No Pre-Bid Conference is needed for this project.

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3. SUBCONTRACTING OPPORTUNITIES

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

4. SITE VISIT: There will be no site visit for this project.

5. PREPARATION AND SUBMISSION OF BIDS

Bid forms must be filed in accordance with the following instructions:

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:
1. Bidder's Name/Company Name and Address.
 2. Bids shall be addressed to:

Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303-3459

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6. **BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
7. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to **Terrence Reese, APA** no later than **2:00 PM, Tuesday, February 15, 2011**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

8. **REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:
1. Bid Form
 2. Bid Schedule (*if applicable*)
 3. Certification of Acceptance of Bid/Proposal Requirements
 4. Corporate or Partnership Certificate
 5. Non-Collusion Affidavit of Prime Bidder
 6. Non-Collusion Affidavit of Subcontractor
 7. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

9. TERM OF CONTRACT:

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

9. MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2011, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2011. 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, 2012 and shall end no later than the 31st day of December, 2012. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2013 and shall end no later than the 31st day of December, 2013. 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.

11. NO CONTACT PROVISION

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.

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- 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.
- 13. RIGHT TO REJECT BIDS:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
- 14. 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.
- 15. EXAMINATION OF CONTRACT DOCUMENTS:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
- 16. INSURANCE AND RISK MANAGEMENT PROVISIONS:** Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in [Section 5](#) of this bid document. The bidder is required to sign the document and include it with its bid submission.
- 17. WAGE CLAUSE:** Pursuant to [Fulton County Code section 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.

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18. **BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
19. **DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
- a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d) Has adequate personnel and equipment to do the work expeditiously.
 - e) Has suitable financial means to meet obligations incidental to the work.
- 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
20. **NOTICE OF AWARD OF CONTRACT:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon,

the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the User Department unless earlier terminated pursuant to the termination provisions of the contract.

21. BASIS OF AWARD: The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by [O.C.G.A., §36-91-41 et seq.](#), as amended. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

22. EXECUTION OF CONTRACT DOCUMENTS: Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves

the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

23. JOINT VENTURE: Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or 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.

24. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT: Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder'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 the General Conditions of the Agreement.

25. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to [Fulton Code section 102-357](#), the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.

Construction contracts are exempt from the requirements of this section.

26. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening

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bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll> .

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

27. PROFESSIONAL LICENSES (NON-APPLICABLE)

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C: Georgia Professional License Certification in Section 00420, Purchasing Forms & Instructions. Failure to provide the required license may deem your bid non-responsive.

28. Bid General Requirements

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

- A. The Bid sheets included in this Invitation to Bid (“Bid”) must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
- B. All signatures must be executed by person(s) having contracting authority for the Bidder.

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- C. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
- D. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
- E. The original and the required number of copies of the Bid 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

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.

- F. 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 Contractor 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 Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
- G. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
- H. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When

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applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.

- I. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
- J. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
- K. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
- L. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
- M. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
- N. A successful Bidder's delivery ticket(s) and 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 which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
- O. Unless clearly shown as "No Substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that

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may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "Alternate". Fulton County is the sole judge of "Exact Equivalent", or "Alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.

- P. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
- Q. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
- R. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
- S. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
- T. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty

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period and supervising the completion of the warranty service to the satisfaction of Fulton County.

- U. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
- V. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon delivery of item(s).
- W. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
- X. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
- Y. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful

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Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.

- Z. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
- AA. Successful Bidders contract directly with Fulton 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 a Bidder being found to be “Non-Responsive” in the future.
- BB. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
- CC. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “Responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
- DD. Bids 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 withdrawn as follows:
 - a. Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

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- EE. In the evaluation of the Bids, any award will be subject to the Bid being:
- a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - b. Lowest cost to the County over projected useful life.
 - c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
- FF. 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.
- GG. 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.
- HH. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
- II. 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.

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- 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.
- JJ. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. 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. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
- KK. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

END OF SECTION

Required Proposal Submittal Check List for Invitation to Bid (BID)

Bidder's Name: _____

Item #	Required Proposal Submittal Check List	Check (√) (if applicable)	Check (√) (if complete)
1	One (1) Proposal marked " Original " and <u>five (5)</u> copies (CD in PDF format) or in paper, your choice.		
2	*Form F: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>		
3	*Form G: Georgia Security and Immigration Subcontractor Affidavit (s)		
4	Bid Form		
5	Acknowledgement of each Addendum		
6	Bid Bond (Not Applicable to this project)		
7	Purchasing Forms Form A: Non-Collusion Affidavit of Bidder/Offeror Form B: Certificate of Acceptance of Request for Proposal Requirements Form D: Certification Regarding Debarment Form E: Disclosure Form & Questionnaire		
8	Office of Contract Compliance Requirements (<i>separate envelope</i>)		
9	Evidence of Insurance , bidder must submit one of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project		
10	Verify that Bidder/Proposer is <u>registered w/Georgia Secretary of State</u> and attach a copy of print out for each		
11	Verify Form C1: Georgia Utility License Number and attach a copy of print out for each Bidder (<i>not applicable</i>)		
12	Verify Form C2: General Contractors License Number and attach a copy of print for each Bidder (<i>not applicable</i>)		
13	Verify Form C3: Professional License and attach a copy of the print out for each Bidder/Proposer (<i>not applicable</i>)		

****If Forms F and G are not completed and signed the proposal cannot be considered, you must notify the Deputy Director***

**SECTION 2
BID FORM**

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Submitted _____, 2011

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

The Bidder further declares that he has examined the Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on or before a date to be specified in the written "Notice to Proceed" from the County and to fully complete the project within the time limits identified in the owner-contractor agreement.

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Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

PURCHASING FORMS & INSTRUCTIONS

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

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

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid Requirements
- Form C: Georgia Professional License Certification *(Not Applicable)*
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 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 _____, 2011

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

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NOTE:

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

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

**FORM B: CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID
REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(s) To _____, 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 Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

The following [Section 2-322 of Fulton County Code of Laws](#) establishes the procedure for the debarment of contractors.

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.

The causes for suspension include:

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

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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 _____, 2011

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or 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.

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2. Have you or any member of your firm or team to be assigned to this engagement 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 ever 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]

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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 _____, 2011

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 2011

(Notary Public) (Seal)

Commission Expires: _____
(Date)

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

Instructions:

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with [O.C.G.A. 13-10-91](#), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services 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 _____, 2011

Notary Public: _____

County: _____

Commission Expires: _____

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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 _____, 2011

Notary Public: _____

County: _____

Commission Expires: _____

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NOTE:

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SECTION 4 CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: 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 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 EBO Plan **must** identify and include:

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

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document 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 payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the bid/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 Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- **Exhibit H** – First Source Jobs Program Information, Form 2

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.

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

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report
- **Exhibit H** – First Source Jobs Program Agreement, Form 3

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ Title Firm Name

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

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

Signature: _____

Address: _____

Telephone Number: _____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

Firm's Name: _____

Address: _____

Telephone Number: _____

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

Submitted by: _____

Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

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

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

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.

2. 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, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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 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 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 knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____ Signature _____

Title _____ Title _____

Date _____ Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____ Hereby declares that it is my/our intent to
(Bidder)

Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

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

1. That the bidder 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 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 bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No.: _____

Project Name: _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm 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: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

Name of Joint Venture (If Applicable): _____

Office Address: _____

Principal Office: _____

Office Phone: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
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 estimate 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 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 small business enterprise, the majority firm or the joint venture:_____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

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>Operation</u>	<u>Race</u>	<u>Sex</u>	<u>Financial</u> <u>Decisions</u>	<u>Supervision</u> <u>Field</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 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 _____, 2011 before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT G - PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing 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 to participate 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)

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Should you have questions regarding any of the documents contained in **Section 4**, please feel free to contact the **Office of Contract Compliance at (404) 612-6300**, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM**STATEMENT OF POLICY:**

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

PURPOSE:

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

MONITORING POLICY:

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

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

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

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

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

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

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

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

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

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

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

END OF SECTION NO: 4

SECTION 5 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

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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's)	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

6. Electronic Errors & Omission Liability

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

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 insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds 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 Insureds.

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

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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

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,

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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 6 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

INFORMATION TECHNOLOGY OPEN SYSTEMS HARDWARE MAINTENANCE

GENERAL:

The Fulton County Department of Information Technology is soliciting bids from qualified vendors to provide systems hardware maintenance (including break/fix) and support services. These services are required on a variety of servers and related items including printers, tape drive units, controllers, etc. All maintenance services are required to be on-site, except in incidents where Fulton County personnel determine that telephone support alone is sufficient. The award granted will be for one year from the date of the award with two renewal options.

SCOPE OF WORK:

This section provides a list of some key features, basic functions, components and minimum specifications for services and quantities necessary to address the basic requirements of the ITB.

Respondents **must** provide responses to all items as either “YES” or “NO.” Also, when requested, respondents **must** provide detailed substantiating information (documenting ability to provide equipment or service and describing intended method of provisioning equipment or service to Fulton County) to verify that the category is addressed successfully.

The following will be considered as non-compliant in meeting the minimum requirements of the specifications category:

- (a) Providing a response other than “YES” when a “Yes” or “No” response is requested,
- (b) Providing check marks or answers of “YES” without providing any requested, substantiating information, and/or
- (c) Leaving an item blank.

Non-compliance in meeting the minimum requirements of a specifications category will disqualify a Respondent’s bid.

Items Covered

The selected vendor must provide hardware maintenance (including break/fix) and support services on a variety of servers and related items. Our current environment contains (but is not limited to) the following equipment types:

- 1 Windows Servers (IBM, Dell, Hewlett Packard)
- 2 Fujitsu and IBM Blade Servers
- 3 Other equipment; including printers, tape drives, and controllers.

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A more detailed inventory of servers that must be maintained by the successful bidder is included in the Pricing Form section and is entitled “**Current Inventory List.**” The list of items included in the maintenance agreement resulting from the award of this bid may change regularly as equipment is added or deleted by Fulton County or as the existing manufacturers’ warranties expire. At all times, Fulton County reserves the right to determine which servers and related items it wants included in the maintenance agreement resulting from the award of this bid, based on operational requirements and availability of funding.

Maintenance service shall be billed as a flat monthly amount, at the service level selected by Fulton County, for each item in the Current Inventory List. Upon Fulton County adding additional equipment to the inventory list, the vendor shall establish the monthly billing amount for the added equipment at the rates quoted in the Current Inventory List for the same equipment. If the additional equipment is not in the Current Inventory List, the vendor shall establish the monthly billing amount for this equipment based upon on the rates quoted in the Current Inventory List for substantially equal or similar equipment. Fulton County reserves the right to determine what is considered substantially equal or similar equipment. Quoted monthly prices shall be inclusive of all costs to Fulton County, including labor, parts, materials, software, travel expense, shipping, etc. There shall be no additional cost to Fulton County on the listed equipment maintenance or support beyond the quoted amounts. Also, there shall be no cost associated with changing from one level of service to another. For each item in our current inventory, hardware maintenance and support shall be quoted at **Service Level A** and **Service Level B**, as indicated on the Current Inventory List. Both service levels are defined below.

Service Levels:

The selected vendor shall provide to Fulton County two distinct service levels (defined as “**Service Level A**” and “**Service Level B**”). The two service levels are differentiated in terms of defined response and resolution times. Fulton County will initially select Service Level A for items in the first chart of the Current Inventory List, which is entitled, “**CHART 1:** Equipment Currently Needing Service Level “A” (24x7); Fulton County will initially select Service Level B for items in the second chart of the Current Inventory List, which is entitled, “**CHART 2:** Equipment Currently Needing Service Level “B” (8x5). The service level for any particular item may be subject to change by Fulton County from time to time depending upon specific requirements and criticality. The selected vendor shall furnish a local (to Atlanta Georgia) or toll-free telephone number and procedure for designated representative(s) of Fulton County to follow in initiating either an on-site service request or a request for telephone support.

Service Level A:

24 x 7day x 4 hour response (including holidays) is required upon request from Fulton County for on-site problem resolution by qualified service personnel. Resolution of a problem is normally expected within a total of 8 hours after call for service is placed. Telephone support for “Service Level A” items shall also be available 24x7 everyday, including holidays. Telephone support shall be provided by appropriately trained and qualified personnel. Holidays recognized by Fulton County are: **New Year’s Day, Martin Luther King’s Birthday, Memorial Day, and Independence Day, Labor Day, Veteran’s Day, Thanksgiving, Day after**

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Thanksgiving, Christmas Eve, and Christmas Day.

Service Level B:

8 x 5 day x next business day response required for on-site problem resolution by qualified service personnel. Resolution of problem shall be expected within a total of 16 business hours after call for service is placed. Business hours are defined as Monday through Friday (except holidays) from 8:30am until 5:00pm ET. Telephone support for "Service Level B" items shall also be available during regular business days (8:30-5:00pm ET – Monday through Friday excluding holidays). Telephone support shall be provided by appropriately trained and qualified personnel. Holidays recognized by Fulton County are: New Year's Day, Martin Luther King's Birthday, Memorial Day, and Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, and Christmas Day.

SERVICE REQUIREMENTS:

Vendor is required to respond on-site, when requested, within the time allotted (based upon service level) and complete break/fix repairs, or other requested maintenance services, within the expected period of time as stated in the Service Levels section above. Upon completion, the vendor shall furnish to Fulton County a work ticket which documents the date and time work started and the date and time of completion, equipment model and serial number, details regarding the nature of the problem and its resolution, detailed listing of all parts or other materials used, and identification of the vendor technician(s) who performed the actual work. A signature from an authorized representative of the Fulton County Department of Information Technology shall be required on the ticket as verification and acceptance of the performed activity.

The actual on-site work may be performed directly by the vendor, vendor's employee(s), vendor's business partner(s), or vendor's subcontractor(s). However, the selected vendor will be responsible for all work performed. The entity, which actually performs the work, must be factory authorized by the original equipment manufacturer to perform maintenance service and provide OEM replacement parts. All work must be performed by fully trained and qualified personnel and completed to manufacturer's standards. Responding on-site personnel must possess and be trained to use all special tools, equipment, and software recommended by the manufacturer to properly diagnose errors and perform repairs.

Vendor must possess and provide remote support, including but not limited to real time machine monitoring and error log analysis.

Vendor must have immediate access to OEM advanced support center (level 3) when required.

All replacement parts and components must be OEM factory new. No substitutions or rebuilt parts or components are permitted unless specifically authorized by Fulton County.

The majority of the listed equipment is located in Fulton County Information Technology's data center located at 141 Pryor Street, Atlanta, GA 30303. However, a substantial amount of equipment may also be located among various other facilities located within Fulton County

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Georgia. Vendor must provide same level of service, response times, etc. regardless of location.

Vendor must have a well-stocked parts depot in the Atlanta area that is accessible twenty-four hours per day, seven days a week, including holidays. Vendor must also have ability to procure and receive delivery of parts not stocked at local parts depot within 24 hours.

Billing:

Vendor will be expected to coordinate closely with designated representative(s) of Fulton County to assure that vendor's records of covered equipment are synchronized with and match the "master" list maintained by Fulton County. The list will contain make, model, serial number, and service level (A or B) selected for each item. Any changes in the list will be transmitted to vendor as promptly as possible to help insure that vendor's records are up-to-date and resulting billing is accurate. The vendor shall provide vendor's copy of the latest updated list to designated Fulton County personnel upon request.

As previously stated, upon Fulton County adding additional equipment to the maintenance list, the vendor shall establish the monthly billing amount for the added equipment based upon on the rates quoted in this bid response for the same, or substantially equal or similar equipment.

Billing to Fulton County shall be monthly. All charges related to this maintenance agreement shall be billed on a [single comprehensive monthly invoice](#). All invoices must be appropriately itemized by model and serial number for each item of equipment being billed.

Equipment, which is added to the list, may be billed from the first day of the month added regardless of what day the equipment is added. Vendor will not be allowed to retroactively bill for added equipment beyond this parameter. No equipment will be considered "discovered" or any other term allowing retroactive billing for earlier than the month the equipment is actually added to the list by Fulton County.

Equipment for which the service level is changed by Fulton County may be billed at new rate effective the 1st day of the month in which change was made, regardless of which day of the month the change is made, but billing must reflect new rate by start of next monthly billing cycle after the change. [Vendor will not be allowed to retroactively bill extra for a service level upgrade, or fail to adjust rate for service level downgrade, beyond the above parameters.](#)

Equipment deleted from master list will be paid only through the end of the month that the equipment is deleted by Fulton County.

RENEWAL:

By responding to this bid, the vendor agrees to a possible renewal that will be exercised at the option of Fulton County to continue the agreement for a second year, and again for a third year, at the same rates.

CANCELLATION:

The agreement will be cancelable by either party upon providing the other with a minimum of 60 days advance written notice.

1. If requested, Bidder, are you willing and able to provide detailed information (documenting ability to provide equipment or service and describing intended method of provisioning equipment or service to Fulton County) to verify that each category described in the Scope of Work and Technical Specifications section is addressed successfully?

Yes _____

No _____

2. Are you Bidder, willing and able to provide a list of references for Fulton County to contact regarding maintenance work you performed for other organizations?

Yes _____

No _____

If you answered "Yes," provide your references here:

3. Are you, Bidder, willing and able to maintain (including performing break/fix) all items on the Current Inventory List at the service level specified for each item on the list?

Yes _____

No _____

4. Are you, Bidder, willing and able to maintain (including performing break/fix) on an evolving list of servers and related items as Fulton County elects to have them maintained, whether Fulton County elects to have them maintained at Service Level A or Service Level B, as described above?

Yes _____

No _____

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5. Are you, Bidder, willing and able to provide all maintenance services on-site, except when Fulton County personnel determine that telephone support alone is sufficient?

Yes _____

No _____

6. Are you, Bidder, willing and able to provide billing as a flat monthly amount at the service level selected by Fulton County, for each item in the Current Inventory List at the prices you provide on the Pricing Forms section and to ensure that all invoices are appropriately itemized by model and serial number for each item of equipment being billed?

Yes _____

No _____

7. Are you, Bidder, willing and able to furnish a local (to Atlanta Georgia) or toll-free telephone number and procedure for designated representative(s) of Fulton County to follow in initiating either an on-site service request or a request for telephone support?

Yes _____

No _____

8. Upon completion of any work related to a request for service, are you, Bidder, willing and able to furnish Fulton County a work ticket which documents the date and time work started and the date and time of completion, equipment model and serial number, details regarding the nature of the problem and its resolution, detailed listing of all parts or other materials used, and identification of the vendor technician(s) who performed the actual work?

Yes _____

No _____

9. Are you, Bidder, willing to agree that a signature from an authorized representative of the Fulton County Department of Information Technology shall be required on the ticket described in #5 above as verification and acceptance of the performed activity?

Yes _____

No _____

10. If awarded this bid, are you, Bidder, agreeing to take ultimate responsibility for all on-site work performed by you, your employee(s), you business partner(s) or your subcontractor(s)?

Yes _____

No _____

11. Are you, Bidder, willing and able to ensure that (a) all onsite work (whether performed by you, your employee(s), your business partner(s), or your subcontractor(s) will be and factory authorized by the original equipment manufacturer to perform maintenance service and provide OEM replacement parts and that (b) all work will be completed to manufacturer's standards and performed by fully trained and qualified personnel using all special tools, equipment, and software (which you will be responsible for providing and which is recommended by the manufacturer to properly diagnose errors and perform repairs)?

Yes _____

No _____

12. Are you, Bidder, willing and able to provide remote support capability (including but not limited to) real time machine monitoring and error log analysis?

Yes _____

No _____

13. Are you, Bidder, willing and able to provide OEM advanced support center (level 3) when required?

Yes _____

No _____

14. Are you, Bidder, willing and able to provide only OEM factory new replacement parts and components to Fulton County and are you willing to agree not to provide substitutions or rebuilt parts or components unless specifically authorized by Fulton County?

Yes _____

No _____

15. Are you, Bidder, willing and able to provide the same level of service, response times regardless of location of the server or related item?

Yes _____
No _____

16. Do you, Bidder, have a well-stocked parts depot in the Atlanta area that is accessible twenty-four hours per day, seven days a week, including holidays and do you, Bidder have the ability to procure and receive delivery of parts not stocked at your local parts depot within 24 hours?

Yes _____
No _____

17. Are you, Bidder, willing to coordinate closely with designated representative(s) of Fulton County to assure that your records of covered equipment are synchronized with and match the "master" list maintained by Fulton County and upon request, to make provide designated Fulton County personnel with your latest copy of the upgraded list to contain make, model, serial number, and service level (A or B) selected for each item?

Yes _____
No _____

18. Upon Fulton County adding additional equipment to the inventory list, are you Bidder, willing and able to establish the monthly billing amount for the added equipment at the rates quoted in this bid response in the Current Inventory List for the same equipment? Upon Fulton County adding additional equipment to the maintenance list, are you Bidder, willing and able to establish the monthly billing amount for the added equipment based upon on the rates quoted in this bid response for the same, or substantially equal or similar equipment?

Yes _____
No _____

19. If Fulton County adds equipment that is not in the Current Inventory List, do you, Bidder, agree to establish the monthly billing amount for this equipment based upon on the rates quoted in this bid response for substantially equal or similar equipment?

Yes _____
No _____

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20. Do you, Bidder, agree to allow Fulton County to be the sole determiner as to what is “substantially equal or similar equipment” for the purposes of establishing a monthly billing amount for additional equipment that is not on the Current Inventory List?

Yes _____

No _____

21. Do you, Bidder, agree that (a) quoted monthly prices shall be inclusive of all costs to Fulton County, including labor, parts, materials, software, travel expense, shipping, etc, (b) there shall be no additional cost to Fulton County on the listed equipment maintenance or support beyond the quoted amounts, and (c) there shall be no cost associated with changing from one level of service to another?

Yes _____

No _____

22. Do you, Bidder, agree to the following as it relates to billing?

- a. Equipment, which is added to the list, may be billed from the first day of the month added regardless of what day the equipment is added; the vendor will not be allowed to retroactively bill for added equipment beyond this parameter.

Yes _____

No _____

- b. No equipment will be considered “discovered” or any other term allowing retroactive billing for earlier than the month the equipment is actually added to the list by Fulton County.

Yes _____

No _____

- c. Equipment deleted from master list will be paid only through the end of the month that the equipment is deleted by Fulton County.

Yes _____

No _____

23. If awarded this bid, do you, Bidder, agree to a possible renewal that will be exercised at the option of Fulton County to continue the agreement for a second year, and again for a third year?

Yes _____

No _____

24. If awarded this bid, do you Bidder; agree that the agreement will be cancelable by either party upon providing the other with a minimum of 60 days advance written notice?

Yes _____

No _____

SECTION 7 PRICING FORMS

Presented below is the Current Inventory List on which bidders **must** provide a monthly billing price for each item, at [Service Level A](#) and [Service Level B](#). (Both Service Levels are defined in the Scope of Work and Technical Specifications section of this document.) The Current Inventory List is divided into two (2) charts: [CHART 1](#): Equipment Currently Needing Service Level "A" (24x7) (hereinafter, CHART 1) and [CHART 2](#): Equipment Currently Needing Service Level "B" (8x5) (hereinafter, CHART 2). As previously stated, this bid will be awarded the lowest responsive responsible bidder. The lowest response will be determined by the lowest total price of maintenance for equipment at the service levels currently needed. In other words, the lowest response will be determined by the total of the [LEVEL "A" SUBTOTAL \(from CHART 1\)](#) and the [LEVEL "B" SUBTOTAL \(from CHART 2\)](#). Although Fulton County is not currently seeking Service Level "B" for equipment in CHART 1 or Service Level "A" for equipment in CHART 2, to be considered responsive, among other things, all bidders must provide monthly prices at these service levels which they agree to be bound to in the event that they receive the award and Fulton County elects to change the service level on any piece of equipment. In other words, failure to provide any monthly billing price requested will disqualify Respondents' bids for non-compliance in meeting the minimum requirements of a specifications category. Also, quoted monthly billing prices shall be inclusive of all costs to Fulton County, including labor, parts, materials, software, travel expense, shipping, etc. There shall be no additional cost to Fulton County on the listed equipment maintenance or support beyond the quoted amounts. Finally, there shall be no cost associated with switching from one service level to another.

ITEM	LEVEL	SERIAL	Cost/Month
CHART 1 - SERVICE LEVEL A (24x7)			
HP Proliant ML570	24x7	USE748NAQ8	\$
IBM 4247-V03	24x7	A1174	\$
IBM 8665-GRY	24x7	23W7785	\$
Fujitsu- BX600 s2 w/10 ea. BX520S2 Blades	24x7	YBBR001564	\$
Fujitsu- BX600 s2 w/10 ea. BX520S2 Blades	24x7	YK3S001021	\$
HP Proliant DL740	24x7	EA0LJL7Z4C	\$
HP Proliant DL740	24x7	EA0SJL7Z4C	\$
HP Proliant ML350	24x7	M038LK811J	\$
HP Proliant ML370	24x7	38LK811J	\$
HP Proliant ML370	24x7	6J28JZP3500A	\$
HP Proliant ML370	24x7	USE519A1BN	\$
HP Proliant ML370	24x7	USE519A1BX	\$

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HP Proliant ML370	24x7	USE519A1C1	\$
HP Proliant ML370	24x7	USE519A1C4	\$
HP Proliant ML370	24x7	USE519A1C5	\$
IBM 4247-001	24x7	12666	\$
IBM 4247-003	24x7	57135	\$
IBM 4247-V03	24x7	A1168	\$
IBM 4247-V03	24x7	A1015	\$
IBM 4247-V03	24x7	A1179	\$
IBM 4247-V03	24x7	A1230	\$
IBM 4247-V03	24x7	A1232	\$
IBM 4247-V03	24x7	A1247	\$
IBM 4247-V03	24x7	A1277	\$
IBM 4247-V03	24x7	A1282	\$
IBM 4247-V03	24x7	A1286	\$
IBM 4247-V03	24x7	A1379	\$
IBM 4247-V03	24x7	A1564	\$
IBM 4247-V03	24x7	A1656	\$
IBM 6400-I2S	24x7	01PC663	\$
IBM 8665-B1Y	24x7	78-NN698	\$
IBM 8672	24x7	78-W5912	\$
IBM 8674-11Z	24x7	78-X6065	\$
IBM 8685-7RX	24x7	KP-GFG23	\$
IBM 8686-5RX	24x7	78-GZAA5	\$
IBM 8686-5RX	24x7	78-GZAC2	\$
IBM 8687-4RX	24x7	78-KGW66	\$
Proliant DL760	24x7	EA03DVXZ34	\$
IBM 8674-41X	24x7	78-ND414	\$
IBM 8684-1RX	24x7	78-C6656	\$
IBM 8685-4RX	24x7	KP-XW887	\$
IBM 8685-7RX	24x7	KPGFH02	\$
Dell Poweredge 6800	24x7	5F3KP81	\$
Dell Poweredge 6850	24x7	DM70DB1	\$
Dell Poweredge 6850	24x7	HWXFBB1	\$
Dell Poweredge 750	24x7	2NFL361	\$
Fujitsu- BX600 s2 w/10 ea. BX520S2 Blades	24x7	YK3S001018	\$
HP Proliant ML370	24x7	EA9AKJ4Z33	\$
HP Proliant ML370	24x7	USE519A1BZ	\$
IBM 20" Monitor	24x7	23-21591	\$
IBM 4247-001	24x7	12681	\$
IBM 4247-003	24x7	54091	\$

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IBM 4247-V03	24x7	A1222	\$
IBM 4247-V03	24x7	A1259	\$
IBM 4247-V03	24x7	A1643	\$
IBM 4247-V03	24x7	A1653	\$
IBM 4247-V03	24x7	A1655	\$
IBM 4247-V03	24x7	A1742	\$
IBM 6400-009	24x7	16610	\$
IBM 8658-5RY	24x7	23Y0026	\$
IBM 8660-52U	24x7	23-L0428	\$
IBM 8665-81Y	24x7	78-NN685	\$
IBM 8669-4RX	24x7	78N-2638	\$
IBM 8680-7RY	24x7	23T8860	\$
IBM 8686-5RX	24x7	78-GZAB9	\$
IBM 8686-5RX	24x7	78-GZAG2	\$
IBM 8687-4RX	24x7	78KGW57	\$
IBM 8687-4RX	24x7	78-KGX18	\$
IBM 8687-4RX	24x7	78-R5213	\$
IBM IntelliStation M Pro 6230-46U	24x7	KP-G1007	\$
IBM NETFINITY 5600	24x7	23-16130	\$
IBM NETFINITY 5600	24x7	23-16134	\$
Dell Optiplex GX270	24x7	6JNQS51	\$
HP Proliant ML350	24x7	6J23JFX71001	\$
HP Proliant ML370	24x7	EA9BKJ4Z33	\$
HP Proliant ML370	24x7	EA9CKJ4Z33	\$
HP Proliant ML370	24x7	USE519A1C6	\$
HP Proliant ML370	24x7	USE519A1CO	\$
IBM 4230-101	24x7	01-BB281	\$
IBM 4247-001	24x7	12680	\$
IBM 4247-A00	24x7	OO731	\$
IBM 4247-V03	24x7	148388	\$
IBM 4247-V03	24x7	A1289	\$
PowerEdge 850	24x7	7PYVZ81	\$
Dell Optiplex GX240	24x7	5VZD511	\$
HP Proliant ML370	24x7	USE519A1C3	\$
PowerEdge 850	24x7	CLRVZ81	\$
Dell Poweredge 1800	24x7	1ZVQ171	\$
Dell Poweredge 2650	24x7	2BBFS51	\$
Dell Poweredge 2650	24x7	6J6Y331	\$
Dell Poweredge 2650	24x7	GRFM91	\$
Dell PowerEdge 2900	24x7	3P8KLD1	\$
Dell Poweredge 2900	24x7	69JT4D1	\$
Dell PowerEdge 2900	24x7	86RX5D1	\$

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Dell Poweredge 2950	24x7	2GVKMC1	\$
Fujitsu-BX600 s2 w/10 ea. BX520S2 Blades	24x7	Y9BBR001564	\$
Fujitsu-BX600 s2 w/10 ea. BX520S2 Blades	24x7	Y9K3S001017	\$
Fujitsu-BX600 s2 w/10 ea. BX520S2 Blades	24x7	Y9K3S001018	\$
HP ProLiant DL380	24x7	29UX6070031	\$
HP ProLiant DL380 G5	24x7	29UX6430018	\$
HP ProLiant DL740	24x7	EA0JL7Z4C	\$
HP- ProLiant ML350 G3	24x7	EEAJKZRZ37	\$
HP ProLiant ML370 G4	24x7	USE519A1C0	\$
HP ProLiant ML570	24x7	USE748NAQ6	\$
HP-ProLiant DL380	24x7	29UX607001E	\$
HP-ProLiant ML570	24x7	USE748NAQ6	\$
IBM 4247-V03	24x7	A1168	\$
IBM 4247-V03	24x7	A1174	\$
IBM 8665-GRY	24x7	23W7785	\$
Poweredge 2900	24x7	59JT4D1	\$
ProLiant ML370	24x7	USE721N9Z5	\$
IBM 8686-5RX	24x7	78-GYXN4	\$
IBM 8685-7RX	24x7	KP-GFG24	\$
IBM 8685-7RX	24x7	KP-GFG26	\$
IBM 8685-RX	24x7	KP-XW896	\$
Dell PowerEdge 2900	24x7	35SR9F1	\$
Dell Poweredge 6800	24x7	J03KP81	\$
Fujitsu- BX600 s2 w/10 ea. BX520S2 Blades	24x7	YK3S001017	\$
HP ProLiant DL740	24x7	EA0JL7Z4C	\$
HP ProLiant DL740	24x7	EA0KJL7Z4C	\$
Dell Poweredge 2400	24x7	BW9VD01	\$
Dell Poweredge 2500	24x7	90GH421	\$
Dell Poweredge 2550	24x7	B0KRS11	\$
Dell Poweredge 2600	24x7	FQ3N121	\$
Dell Poweredge 2650	24x7	BJ6Y331	\$
Dell Poweredge 2650	24x7	DJ6Y331	\$
Dell Poweredge 2650	24x7	JR4XW31	\$
Dell Poweredge 4600	24x7	GH7JJ31	\$
Dell Poweredge 4600	24x7	HTLVT31	\$
Dell Poweredge 4600	24x7	JNRYW31	\$
Dell Poweredge 1800	24x7	40QR171	\$
Dell Poweredge 220S	24x7	N/A	\$
Dell Poweredge 2400	24x7	CTP9801	\$

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Dell Poweredge 2650	24x7	4BBFS51	\$
Dell Poweredge 2650	24x7	4GRFM91	\$
Dell Poweredge 2650	24x7	6J6Y331	\$
Dell Poweredge 2850	24x7	2DDNP61	\$
Dell Poweredge 2850	24x7	5XX8W61	\$
Dell Poweredge 2850	24x7	6WZNR71	\$
Dell Poweredge 4600	24x7	2PRYW31	\$
Dell Poweredge 4600	24x7	562XQ21	\$
Dell Poweredge 4600	24x7	58J4041	\$
Dell Poweredge 6450	24x7	1PR0J11	\$
Dell Poweredge 6600	24x7	42TM571	\$
Dell Poweredge 6600	24x7	D7HC851	\$
Dell Poweredge 6600	24x7	G717K71	\$
Dell Poweredge 6600	24x7	GXB4G61	\$
Dell Poweredge 6800	24x7	713KP81	\$
Dell Poweredge 6800	24x7	7F3KP81	\$
Dell Poweredge 6800	24x7	8F3KP81	\$
Dell Poweredge 6800	24x7	9F3KP81	\$
Fujitsu-Eternus 4000 ME410R24AU	24x7	CW0043	\$
IBM 8669-4RX	24x7	78LRG67	\$
IBM M8841-45U	24x7	KQDCX4Z	\$
IBM 8660-72U	24x7	23-KY264	\$
IBM 8660-72U	24x7	23KY394	\$
IBM 8687-1RX	24x7	78-R5056	\$
IBM 8687-4RX	24x7	78-KGW97	\$
Dell Poweredge 4600	24x7	81T8Q31	\$
Dell Poweredge 4600	24x7	61T8Q31	\$
Dell Poweredge 4600	24x7	H136Q31	\$
Dell Poweredge 6800	24x7	413KP81	\$
Dell Poweredge 6800	24x7	5F3KP91	\$
IBM 4247-V03 Printer	24x7	01-A1623	\$
IBM JS20 8677-2XX w/14 each BLADES	24x7	KP-PD529	\$
IBM 4247-V03	24x7	148512	\$
Dell-PE 1600sc 8mm01	24x7	3c9kb41	\$
		Subtotal (Chart 1)	\$

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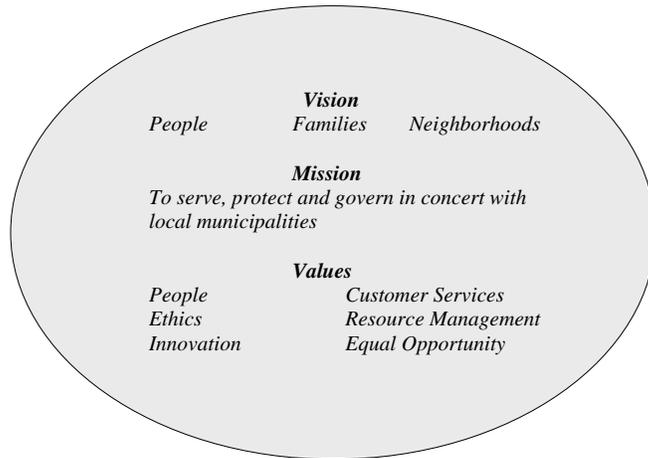
CHART 2: SERVICE LEVEL B (8X5)			
HP-1055CM Plotter	8x5	SG09F3312V	\$
HP-1055CM Plotter	8x5	SG0BC33158	\$
HP-1055CM Plotter	8x5	SG15C13143	\$
IBM 8685-4RX	8x5	KP-XW899	\$
IBM 8685-4RX	8x5	KP-XW900	\$
1 Fujitsu-RX300 S3 PRIMERGY	8x5	YKWC001177	\$
2 Fujitsu-RX300 S3 PRIMERGY	8x5	YKWC001178	\$
HP Proliant ML370	8x5	USE519A1BR	\$
HP Proliant ML370	8x5	USE519A1BP	\$
HP Proliant ML370	8x5	USE519A1BT	\$
HP Proliant ML370	8x5	USE519A1BW	\$
HP Proliant ML370	8x5	USE519A1LB	\$
HP-Proliant DL145	8x5	USE837N2PM	\$
IBM 8660-42U	8x5	23H9387	\$
Hitachi BB-D8450	8x5	D8450459RFB00601	\$
HP Proliant ML370	8x5	USE519A1L7	\$
HP-Proliant DL145	8x5	USE837N2PP	\$
HP Proliant ML370	8x5	USE519A1C2	\$
HP Proliant ML370	8x5	USE519A1C8	\$
HP-Proliant DL145	8x5	USE837N2PN	\$
IBM 8687-4RX	8x5	78-KGV82	\$
HP Proliant ML370	8x5	USE519A1MF	\$
HP Proliant ML370	8x5	USE519A1C7	\$
Dell PowerEdge 850	8x5	ZN87C1	\$
IBM 8687-4RX	8x5	78KGW22	\$
IBM 8684-1RX	8x5	KP-C8954	\$
IBM 8685-7RX	8x5	KP-GFH10	\$
3 Fujitsu-RX300 S3 PRIMERGY	8x5	YKWC001179	\$
HP-4000 Plotter	8X5	SG6CRKY005	\$
IBM 8307-HPU	8x5	KLLLR8A	\$
IBM 8684-1RX	8x5	KP-C9005	\$
HP-1055CM Plotter	8x5	SG0BC3314D	\$
Dell Poweredge 220S	8x5	880L361	\$
Dell Poweredge 2650	8x5	8XLZ421	\$
Dell Poweredge 2650	8x5	FL05R31	\$
Dell Poweredge 4600	8x5	8Y67421	\$
Dell Poweredge 2650	8x5	5XLZ421	\$
Dell Poweredge 4600	8x5	675CW31	\$
Dell Poweredge 4600	8x5	HNRYW31	\$

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Dell Poweredge 6400	8x5	86JBY01	\$
Dell Poweredge 6600	8x5	CCHFG61	\$
Dell Poweredge 6600	8x5	G7HC851	\$
IBM 8687-4RX	8x5	78KGW22	\$
IBM 8687-4RX	8x5	78KGX22	\$
IBM 8687-4RX	8x5	78-KGX27	\$
PowerEdge 850	8x5	4ZN87C1	\$
Dell Poweredge 4600	8x5	FH7JJ31	\$
Dell Poweredge 6600	8x5	HCHFG61	\$
Dell Poweredge 6800	8x5	143KP81	\$
		Subtotal (Chart 2)	\$
		GRAND TOTAL :	\$



FULTON COUNTY



CONTRACT DOCUMENTS FOR

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OPEN SYSTEMS HARDWARE MAINTENANCE

For

DEPARTMENT OF INFORMATION TECHNOLOGY

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CONTRACT AGREEMENT

Consultant: ***[Insert Consultant Name]***

Contract No.: ***[Insert Project Number and Title]***

Address: ***[Insert Consultant Address]***
City, State

Telephone: ***[Insert Consultant telephone #]***

Email: ***[Insert Consultant Email]***

Contact: ***[Insert Consultant Contact Name]***
[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of _____, 2011 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 **Department of Information Technology** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform systems hardware maintenance (including break/fix) and support services. These services are required on a variety of servers and related items including printers, tape drive units, controllers, etc. All maintenance services are required to be on-site, except in incidents where Fulton County personnel determine that telephone support alone is sufficient, 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];

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

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County 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 systems hardware maintenance (including break/fix) and support services. These services are required on a variety of servers and related items including printers, tape drive units, controllers, etc. All maintenance services are required to be on-site, except in incidents where Fulton County personnel determine that telephone support alone is sufficient. 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 consents and approvals signed by County have authorized representative that is 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

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year 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 subConsultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subConsultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subConsultants 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 **Department of Information Technology**. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the **Department of Information Technology** 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

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time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

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

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

ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT CONSULTANT

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

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

ARTICLE 20. ACCURACY OF WORK

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

ARTICLE 21. REVIEW OF WORK

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

ARTICLE 22. INDEMNIFICATION

Consultant hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subConsultants, 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 Consultant, its directors, officers, employees, subConsultants, successors, assigns

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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.

Consultant 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.

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

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

ARTICLE 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 the **Department of 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 subConsultant 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 **Financial Systems Manager**. 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 **Financial Systems Manager**, 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 **Financial Systems Manager**. 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

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

Financial Systems Manager
 141 Pryor St SW
 Atlanta, Georgia 30303
 Telephone: (404) 612-0043
 Email: Derek.mckay@fultoncountyga.gov
 Attention: Financial Systems Manager

With a copy to:

Department of Purchasing & Contract Compliance, Director
 130 Peachtree Street, Suite 1168
 Atlanta, Georgia 30303
 Telephone: (404) 612-5800
 Email: cecil.moore@fultoncountyga.gov
 Attention: Cecil S. Moore

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subConsultant, 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

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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:

Email:

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.

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,

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unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

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

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

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

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

ARTICLE 44. WAGE CLAUSE

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

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

OWNER:

CONSULTANT:

FULTON COUNTY, GEORGIA

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

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

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

ADDENDA

EXHIBIT A GENERAL CONDITIONS

EXHIBIT B SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C SCOPE OF WORK

EXHIBIT D PROJECT DELIVERABLES

EXHIBIT E COMPENSATION

EXHIBIT F PURCHASING FORMS

EXHIBIT G

**OFFICE OF CONTRACT COMPLIANCE
FORMS**

EXHIBIT H

**INSURANCE AND RISK MANAGEMENT
FORMS**