



FULTON COUNTY

Vision

People Families Neighborhoods

Mission

To serve, protect and govern in concert with local municipalities

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 05RFP46882A-TD**

REGISTRATION AND FACILITY MANAGEMENT SYSTEM For

PARKS & RECREATION DEPARTMENT

PRE-PROPOSAL CONFERENCE: 10:00 A.M., THURSDAY, OCTOBER 13, 2005

RFP DUE TIME AND DATE: 11:00 A.M., THURSDAY, NOVEMBER 3, 2005

PURCHASING CONTACT: TONI DARDEN AT (404) 730-7915

E-MAIL: toni.darden@co.fulton.ga.us

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

**RFP #05RFP46882A-TD
REGISTRATION AND FACILITY MANAGEMENT SYSTEM**

**REQUEST FOR PROPOSALS
TABLE OF CONTENTS**

Section/Page

SECTIONS 1-8

1.0	INTRODUCTION	1-1
1.1	Overview	1-1
1.2	Project Description	1-1
1.3	Background	1-2
1.4	County Objectives	1-3
1.5	Purchasing the RFP	1-4
1.6	Pre-Proposal Conference	1-4
1.7	Delivery Requirements	1-4
1.8	Proposal Due Date	1-4
1.9	Contact Person and Inquiries	1-4
2.0	INSTRUCTIONS TO PROPOSERS	2-1
2.1	Procurement Process	2-1
2.2	Contract/Definitions	2-1
2.3	No Contact During Procurement Process.....	2-1
2.4	Clarification & Addenda.....	2-2
2.5	Term of Contract.....	2-3
2.6	Required Submittals	2-3
2.7	Proposal Evaluation.....	2-4
2.8	Disqualification of Proposers	2-4
2.9	Reserved Rights	2-4
2.10	Applicable Laws	2-5
2.11	Minimum Participation Requirements for Prime Contractors	2-5
2.12	Insurance and Risk Management Provisions	2-5
2.13	Accuracy of RFP and Related Documents	2-5
2.14	Responsibility of Proposer.....	2-5
2.15	Confidential Information.....	2-6
2.16	County Rights and Obligations	2-6
2.17	Cost of Proposals	2-8
2.18	Termination of Negotiation	2-8
2.19	Request for Proposal General Requirements.....	2-8
3.0	PROPOSAL REQUIREMENTS	3-1
3.1	Submission Requirements.....	3-1
3.1.1	Proposal Submission Date and Submission Format.....	3-1
3.1.2	Number of Copies.....	3-2
3.2	Overview of Proposal Requirements	3-2
3.3	Scope of Work.....	3-12

**RFP #05RFP46882A-TD
REGISTRATION AND FACILITY MANAGEMENT SYSTEM**

**REQUEST FOR PROPOSALS
TABLE OF CONTENTS**

		Section/Page
3.4	Proposal Format and Content	3-12
3.5	Cost Proposal Format and Content	3-13
4.0	EVALUATION CRITERIA	4-1
4.1	Proposal Evaluation Overview.....	4-2
5.0	PROPOSAL FORMS	5-1
5.1	Introduction.....	5-1
5.2	Procurement Affidavits (PA)	
5.2.1	Procurement Affidavit 1 – Certification Regarding Debarment	
5.2.2	Procurement Affidavit 2A - Non-Collusion Affidavit (Prime) Procurement Affidavit 2B - Non-Collusion Affidavit (Sub-Contractor)	
5.2.3	Procurement Affidavit 3 – Certificate of Acceptance of Request for Proposal Requirements	
6.0	CONTRACT COMPLIANCE REQUIREMENTS	
6.1	Non-Discrimination in Contracting and Procurement.....	6-1
6.2	Required Forms and EBO Plan	
6.2.1	Exhibit A - Promise of Non-Discrimination	
6.2.2	Exhibit B – Employment Report	
6.2.3	Exhibit C – Schedule of Intended Subcontractors	
6.2.4	Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service	
6.2.5	Exhibit E – Declaration Regarding Subcontracting Practices	
6.2.6	Exhibit F – Joint Venture Affidavit	
6.2.7	Exhibit G – Prime Contractor/Subcontractor Utilization Report	
7.0	INSURANCE AND RISK MANAGEMENT PROVISIONS	
8.0	SAMPLE CONTRACT	
9.0	EXHIBITS	

SECTION 1 INTRODUCTION

1.1 OVERVIEW OR PURPOSE

Fulton County, Georgia (“County”) is through the issuance of this Request For Proposal (“RFP”), is soliciting Proposals from qualified Proposers to provide, install, and support a Registration and Scheduling Computer System for the Department of Parks and Recreation which will include the following capabilities: Recreation Registration and Facility Reservation & Scheduling as outlined herein and in the specifications.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Registration and Facility Management System to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 PROJECT DESCRIPTION

This project involves an effort to improve the level of service provided to the citizens of Fulton County and increase the operational efficiency while minimizing costs. The county has the need to improve its ability and efficiency in providing Parks and Recreation services.

FULTON COUNTY NETWORK ENVIRONMENT:

Fulton County operates a wide area network (WAN) in the Government Center and Judicial Center Complex. County personnel (clients) participating in the Integrated Permit Tracking and Code Enforcement System have access to this network via the local area network (LAN). The client’s workstation use Windows 98/XP/2000 for its operating systems. The Local Area Network (LAN) has an infrastructure to support key county resources and mission-critical applications (e.g. payroll, human resource system, financial processing, office automation, public safety case management, etc.). The Network backbone uses a number of Cisco Switches, Cisco Routers, and IBM MAU passive hubs to connect to the Local Area Networks with bandwidth that range from 10Mbps to 1000Gbps as well as Token Ring 16Mbps MAU. The Network Backbone supports Microsoft NT/2000 Servers, Sun Servers, and OS/390 –GS mainframe server, and HDS Servers, RS/6000, four (4) IBM AS/400s, and over 4000 desktop workstations. The backbone transport traffic for performing printing and file sharing services with the primary protocols being TCP/IP and SNA.

The Wide Area Network (WAN) consists of four (4) different segments together there are more than fifty remote sites. One segment provides communication from the Police Department Major Case Division, the Public Defender and a Public building remote site to the Government Center – downtown Atlanta. These segments employ a T1 frame relay circuit and uses TCP/IP. The second segment provides connectivity from the Fire Administration Department to the Government Center – downtown Atlanta via a Point-to-Point ISDN 128Kb and DSL lines running TCP/IP protocol. The third segment links the Fulton County Jail to the Government Center - downtown Atlanta via Single Mode Fiber using TCP/IP protocol. And the fourth segment links the North and South Service Centers via a T1 Frame Relay circuits using TCP/IP protocol. Some facilities communicate with the Downtown Government Center using wider bandwidth – Frame Relay using dual DS3.

1.3 BACKGROUND

Programmers, Facilitators and Supervisors currently plan and implement recreational, instructional, educational and facility services. They develop and schedule classes, athletic events, rent facilities and provide summer camps. In order to serve our Park participants efficiently our record keeping and registration process must be automated and link our locations through a common source.

REGISTRATION PROCEDURES

At present, the entire class, program and facility reservations and registration process is done manually (handwritten by staff). The following is an outline of the items that must be completed manually by staff in order to register someone for a class or program:

- Registration form
- Receipt for monies received with registration form
- Endorsement of check for fees
- Participant information on class roster sheets to include receipt numbers and registration form
- Deposit slip
- Cash receipt form including amounts received, all receipt numbers and dollar amounts categorized for the correct account.
- Balancing deposit slip with cash receipt information and totals.
- Calling for an armored car to pick up the deposit.
- Collating all items with cash receipt to submit to fiscal management.
- Entering deposit on deposit log form.
- Entering each receipt, amount, deposit total and deposit date in ledger.
- Entering individual amounts paid for categories in budget book and adding to

total to get revenue balance with the categories (classes, p-nut, youth athletics, camps, etc.).

- Getting waiver signed by each participant in each class/program and keeping on file.
- Preparing and copying class rosters and delivering to instructors.
- Completing instructor payroll forms and submitting to fiscal management.
- Establishing maximums and minimums for programs and taking waiting lists when necessary or canceling when necessary (by phone).
- Completing refund forms as refund requests are made and submitted to fiscal management to include manually researching cash receipt information and receipt information in order to complete the refund form along with attaching a copy of the original receipt.
- Receiving copies of the cash receipt after entered by fiscal management, matching that copy to the original cash receipt and deposit slip copy and entering the cash receipt number in ledger and budget book.
- Obtaining receipt books as needed and keeping track of receipt book numbers.
- Preparing and copying class evaluation forms and getting to instructors for participants to complete and return.
- Compiling class evaluation responses and meeting with instructor on areas of improvement.
- Completing instructor contracts quarterly or annually to determine rate of pay and instructor requirements.
- Issuing keys to instructors for access to facilities for programs.
- Monitoring classes on a regular basis, visitation, evaluation, etc.
- General troubleshooting that can include problem solving, canceling classes, dealing with rain out days and rescheduling, calling participants with information, ordering and delivery supplies when needed, etc.

Registration may be completed via the internet, faxed or walk-ins during the main registration beginning the first day of each quarter. They may be also received by mail or in person at facilities during facility hours throughout the quarter/year. Phone, fax or computer registration is currently not accepted.

1.4 COUNTY OBJECTIVES

The objective for this project is to implement a Registration and Facility Management system that:

- Is Menu Driver
- Is Windows XP compatible
- Provides on-line help screens
- Is secure with individually designed user function authorization

-
- Provides vendor installation, training

1.5 PURCHASING THE RFP

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

1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, October 13, 2005 at 11:00 A.M.** in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.7 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Thursday, November 3, 2005 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.8 DELIVERY REQUIREMENTS

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

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person Toni Darden, Assistant Purchasing Agent, at (404) 730-7916 phone, (404) 224-1034 fax, and

toni.darden@co.fulton.ga.us . Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

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

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

County – Fulton County Government and its authorized representatives.

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

Owner – Fulton County Government

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

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal

or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **Monday, October 17, 2005 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Department of Purchasing
Attn: Toni Darden, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: toni.darden@co.fulton.ga.us
F: 404-224-1034**

RE: RFP #05RFP46882A-TD Registration and Facility Management System

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

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

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year from date of award.

2.6 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
 - Certification Regarding Debarment
 - Non-Collusion Affidavit of Prime Offeror
 - Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
 - 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
 - Exhibit E - Declaration Regarding subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from the Parks & recreation Staff and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

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

2.9 RESERVED RIGHTS

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

2.10 APPLICABLE LAWS

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

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

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

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

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

2.15 CONFIDENTIAL INFORMATION

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

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

2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

-
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
 - The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
 - The County may request Proposers to send representatives to the County for interviews and presentations.
 - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
 - The County reserves the right to discontinue negotiations with any selected Proposer.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
 - The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
 - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.18 TERMINATION OF NEGOTIATIONS

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

2.19 REQUEST FOR PROPOSAL GENERAL REQUIREMENTS

FULTON COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS
RFP#05RFP46882A-TD
REGISTRATION AND FACILITY MANAGEMENT SYSTEM

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

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

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

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

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

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

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.

-
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
 15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
 22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

-
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
 30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity

regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Thursday, November 3, 2005 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #05RFP46882A-TD
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

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

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

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP
Project # and Title
[Technical or Cost Proposal]**

Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

In an effort to improve the level of service provided to the citizens of Fulton County and increase the operational efficiency while minimizing costs, the County has the need to implement an automated Registration and Facility Management system within the Parks and Recreations Department. The upgraded business processes and software technology will provide the County with the capability to automatically register citizens for sponsored parks events and schedule the use of its facilities. The County seeks to have a complete system installed and staff trained from a company who fits the following profile description below.

Specific Requirements: Functional & Technical Requirements

Company
The company has significant market presence as shown by over 25 customer installations.
The company has demonstrated scalability by being in use at organizations that serve populations of over 250,000.
Company has stability as shown by being profitable for at least the last 5 years.
The company has at least 100 staff members dedicated to the proposed software.
The company offers local user group meetings.
The Company conducts annual customer satisfaction surveys.
Support
Company has a customer care department of at least 10 staff (support & implementation personnel only) dedicated to the proposed product.
Customer Care Staff are dedicated to support & implementation (e.g. time is not split between development and support).
Live support is available for any issue from 9:00 AM – 8:30 PM (EST) Monday – Friday.
Live support is available for system down issues from 8:00 AM – 2:00 AM (EST) 7 days a week.
24 hour a day incident reporting and tracking is available through the company website.
Remote or dial in support is available.
The support department has representatives with the MCSE designation.
The support department has representatives with SQL Server 2000 certification.
The support department has representatives with Oracle DBA certification.
The company has standard incident escalation procedures.
All support calls and incidents are tracked in a customer relationship management system (CRM).
The support department maintains an issue closed on the first call rate of at least 80%.
The company has an “Evergreen” upgrade policy, meaning that clients never have to “re-buy” the software and receive all new releases free of charge.
Technical Requirements
Proposed version of the system is fully functional and is currently operating at a minimum of 100 different organizations, in a production (non-test) environment in a similar computing environment.
System is a true (native) 32-bit application that has been compiled and tested in Windows XP environments. The system is not a 16-bit application running in a 32-bit environment.
System has received Windows certification as “Designed for Windows” (Windows Logo program).
Design and use of graphical user interface (GUI) is industry-standard and complies with guidelines published in Microsoft’s User Interface Style Guide.
Toolbar has “bubble help/toolbar tips” (functionality of a particular button is displayed when cursor passes over button).
Menus, toolbar items, and buttons that are unavailable at any moment are grayed out (not a pop-up

message like “this button/item is not available in this context”).
The software follows open database standards.
The software is able to use either MS SQL Server or Oracle database platforms.
The software writes directly to the MS SQL Server / Oracle database without hitting any intermediate or proprietary database.
The software uses SQL and ODBC standards.
Open Architecture: No proprietary hardware requirements
Compatible with or co-resident with Windows 2003 Server or Windows 2000 Server Operating Systems.
Account
Ability to handle multiple dates format (e.g. dd-mmm-yyyy, yyyy/mm/dd, etc.) for both input & output.
System allows entry of mailing addresses in free-format as well as split format. Split and free-format addresses can exist on the system simultaneously.
System complies with split addressing standards for formatting mailing addresses. I.e. the address fields are broken out and stored separately.
Line 1: First name, Last Name
Line 2: Suite X
Line 3: Street #, Street Name
Street Type, Street Direction
Line 4: County State, Zip code
Line 5: Country (if applicable)
Mailing addresses can be output in upper case only (e.g. JOHN DOE, 123 MAIN ST, etc.) and do not use any punctuation.
System has ability to track County areas, neighborhoods, and districts in addition to addresses.
Ability to tag Resident/Non-Resident status for accounts without having zip code.
Ability to search by partial entry of the sought value (e.g. search for “SM” returns Smith, Smythe, etc.).
Ability to quickly retrieve clients by name, phone number, address, customer-id, bar code etc.
System automatically checks for existence of duplicate database entries when adding new records and, if found, displays an appropriate warning message (e.g. “John Doe(s) already exist(s). Would you like to create this record anyway?”).
System has customizable alert messages that appear when certain individuals, families, organizations, facilities, programs, etc. are accessed.
Ability to group individuals into families and organizations (e.g. John and Jane Doe belong to the Doe family living at 123 Main Street; John also belongs to the Boy Scouts organization, etc)
Ability to retrieve customers by customer number, last name & first name, phone number, address or organization name, barcode number, etc.
Ability to view an individual’s, families, or organization’s entire registration, booking, membership, and payment history on one screen.
Ability to designate (or modify) one individual as primary contact for a family or organization (this person is the one responsible for the account).
System allows people to belong to more than one family or organization (without creating two separate

records). I.e. a child in a divorced family.
Ability to merge information from duplicate records (e.g. the same person has been accidentally entered into the database twice).
Ability to record customers' medical information including health card #, family doctor and phone #, dentist and phone #, allergies, etc.
Ability to flag customers (e.g. Freeze customers or add informative pop-up message such as "Has had 4 NSF checks").
Ability to quickly determine all customers with a credit or debit balance.
System
System allows user either to type dates manually or select from a pop-up graphical calendar. A pop-up calendar is available on all date fields.
System automatically translates time, date, and currency entries into correct formats even if user enters a variation (e.g.. user enters 9 am but it is translated into 9:00 am automatically; user enters \$4 but it is translated into \$4.00 automatically, etc.).
Ability to handle multiple time formats (e.g. option of using either 24 hour clock or am/pm) for both input & output.
Drop down-list values can be found by starting to type (e.g. On pressing the key "r" the list automatically goes to values starting with the letter "r", etc.).
Long drop down lists provide option of letting user search via "search" dialog rather than scrolling up and down through a long list to find the applicable value.
System prevents "run-away" searches that can lock-up a machine for several minutes or longer (e.g. when selection criteria are too broad).
System allows authorizations and passwords to be administered according to a pre-defined client profile or user-role that determines which tables, screens, processes, etc. a person is permitted to access.
System is password protected.
Passwords are saved in encrypted format in the database or in a restricted server file (not on the user's PC).
Passwords cannot be read by anyone - not even by the system administrator. If a user forgets his/her password, a new password must be assigned.
Password is not displayed while being typed.
System automatically goes into "sleep" mode after a predetermined (administrator definable) period of inactivity and a password screen appears.
On-line help is fully context-sensitive as to current screen, function, etc.
On-line help is fully customizable so that additional notes re: County-specific processes and procedures for a particular screen, facility, program, etc. can be easily added.
System includes a complete on-line tutorial that runs against a tutorial/training database so that users can "try out" the system in a non-production environment.
Ability to retrieve customers, facilities, programs, memberships, etc. using "Like" functionality (e.g.. retrieve all courses with the word "Karate" anywhere in the course title, etc.).
System has integrated credit card authorization, and Ability to process "Same Day" Voids

System has integrated debit card authorization, and Ability to process "Same Day" Voids
System has integrated Electronic Fund Transfer authorization
Credit cards are validated on entry to ensure that the number entered is a valid credit card number (e.g.. correct number of digits, valid number format, etc.). Via magnetic stripe reader or manual entry methods.
System has a full accounting audit trail that shows who made a particular accounting transaction, what the transaction was, and where it was made.
System uses accrual accounting in all modules (booking, registration, memberships, etc.).
System adheres to GAAP and GASB accounting standards.
Specifically, system follows GASB statement #34
Ability to track surcharges and discounts (e.g. customer qualifies for discount x).
System accommodates non-resident surcharges.
Ability to limit surcharges/discounts to a maximum discount/surcharge.
Ability to cascade account number updates throughout the system (e.g. if account number is changed in one place, it is changed throughout the system).
Ability to store G/L accounts in alphanumeric fields up to 43 characters long.
System allows customers the option of either keeping a credit balance (and applying any credits to future registrations, bookings, POS purchases, and membership purchases) or receiving a refund.
Ability to generate an account balance statement upon customer's request.
Ability to accept multiple payment options such as cash, check, post-dated check, credit card such as VISA, MC, AMEX, DISCOVER, money order, gift certificates etc.
Ability to handle combined payment types (e.g. customer wants to put part of the fee on a credit card and pay the rest in cash).
Ability to handle a single payment for multiple transactions (e.g. 2 program registrations, 1 room rental contract, one pool rental contract, 1 merchandise sale (e.g. clay or swim diaper) and pool admission fee.
Ability to link payments to specific receivables (e.g. customer has booked three facilities for a total of \$300. Customer wants to pay for the first booking and the last booking but not the second because they only have \$200 available. The system should have the ability to correctly link the payment to the appropriate receivables).
Ability to track post-dated checks by date.
Ability to print a daily deposit report (detailed and summary) categorized by the different payment method (cash flow report) and by user/location.
Ability to track pre-authorized credit card payments without manual intervention and the ability to track unbalanced entries for the day.
Ability to handle payment for memberships and passes via pre-authorized payment plan and/or post dated checks.
System has Electronic Fund Transfer capability.
Ability to accept administrative charges for cancellations, withdrawals etc.
Ability to process refunds via an interface with County's Accounts Payable module (future).
Ability to process refunds one by one or in batches.

Ability to block refunds (by payment type) before x days (user definable) have elapsed. (e.g.. payments by check are not refunded for 14 days so the check has time to clear.)
Ability to track refund reasons.
Ability to track which person made a refund and at which location the refund was made.
Ability to handle and calculate pro-rated refunds based on number of classes (registration) / months (membership) remaining.
Ability to charge administration fee for any type of refunds.
All modules of the system share customer, facility, program, membership, and financial information (e.g.. customers only have to be entered into the system once in order to register for a program, book a facility, or purchase a membership, etc.).
Program Registration
Ability to track programs including name, type, level, prerequisites, restrictions, program capacity, equipment required, instructor names, extra fees, County contact info, method of registration, and special instructions to be printed on receipts.
Ability to track classes including the class dates, location, class capacity, start/end times, min/max class sizes, instructor, student info, etc.
System has table-driven course fees (if a course fee changes, the administrator can simply change the fee in one place without having to change the fee in multiple places).
Ability to quickly duplicate existing courses so that courses with similar details do not have to be entered from scratch using standard Windows copy & paste functionality.
Ability to restrict certain activities to only those customers that have a particular membership.
Ability to enforce minimum & maximum ages required to register for a course. Min. & max. age fields are optional in course set-up (e.g.. They are not mandatory).
The system calculates age based on the start date of course rather than the date of registration.
Ability to easily roll over course info from one session to another to facilitate the creation of upcoming seasons. Staff does not need to re-create the course each session.
Ability to have dates incremented when rolling activities forward (i.e. a block of programs will automatically have their dates adjusted to a given start date).
Ability to block dates off for statutory holidays and have the system adjust program dates. Holidays should be adjustable by location.
Ability to specify if a program is Tax applicable.
Facilities can be booked from within the registration module while setting up programs (e.g. without having to launch the facilities scheduling module).
Ability to block the time daily, weekly, Bi-weekly, monthly, first week of month, and last week of month type of flexibility; Every "Sunday" for 6 months; every first "Sunday" for six months.
Ability to identify holidays dates and exclusion dates and specify these dates on the receipt
System handles both standard (first-come, first-served) and randomized registration.
System prevents duplicate registrations
Ability to track prerequisites for a particular course (including displaying an automatic alert message if a prerequisite has not been met).

Prerequisites can be tracked based on course groups. For example, Beginner's Ballet is a prerequisite for Advanced Ballet. Beginner's ballet is available as four different courses (different days/times/locations). Any one of these courses would meet prerequisite requirements.
Ability to track emergency contact info including name, address, phone, fax of the contact person.
Ability to handle overbooking of courses (explain security). Requires security level access
Ability to determine the number of classes that were full and/or overbooked during a season.
Ability to handle anonymous group registrations (e.g.. person x reserves 10 spots for the members of a Scout group but does not know the name of the people who will be attending at the time of registration).
System does not require one session/season to be closed before starting another.
System allows registration of customers into programs offered in more than one season at the same time (e.g.. registration in both fall and winter programs at the same time).
Ability to warn operator of conflicting registrant activities.
Ability to track special requirements on an individual user basis (e.g. "Note: this customer is a diabetic", etc.).
Ability to multiple client register into one or more activities in a single registration transaction.
Ability to do any advanced course search by a number of criteria including date ranges, specific dates, am/pm, ages, facilities, topics, etc.
Ability to handle all aspects of withdrawing customers (a single customer or all participants of a class) from courses including tracking of withdrawal reasons (table driven), withdrawal confirmation, admin fees, refunds, etc.
Ability to handle all aspects of course cancellations including tracking of course cancellation reasons (table driven), cancellation notification, admin fees, refunds, etc.
Ability to transfer members from one activity to another activity.
Ability to do a global discount or adjustment for an entire course or program area. (e.g. Give a \$5 credit to everyone registered in lawn bowling because one night was cancelled due to lawn maintenance)
System supports wait listing of program requests.
Ability to put customers on multiple waitlists simultaneously.
Ability to put customers on a single waitlist for programs that are the same code but at different locations, dates, and times (e.g.. put customer on waitlist for "Artful Toddlers" program and move customer into first class that becomes available anywhere in the County).
If a class size is increased or an opening becomes available due to cancellation, waitlisted registrants will be dropped into the queue <u>before</u> any new registrants.
Ability to track course attendance on a per class basis
Ability to track instructors.
Ability to track skills, qualifications, certificates, etc. of instructors.
Ability to generate contracts for instructors.
System allows multiple instructors to be assigned to a single activity.
Ability to assign one instructor to more than one activity.
Ability to interrupt any function and perform another function and return to the original function without losing information.

Ability to track bus drivers, bus routes, bus stops (including pick-up & drop-off times), and bus driver route assignments.
Ability to generate an alphabetical bus route class list by route # (or all), by week (date) including total number of children on the route with prompt when a bus route is full.
Ability to track multiple extra course fees (e.g. supplies, etc.).
Ability to use multiple GL accounts for one course and assign a percent of revenue received to each.
Text may be entered for activities including a description of the activity which will appear in the Recreation & Parks program guide.
Brochure functionality is closely linked with program registration functionality with no data duplication (redundancy). Vendor to explain capabilities and/or functions.
Ability to control the layout of the brochure including section headings, page breaks, sort order, etc. The layout includes configurable style tags for export to a Desk Top Publishing application.
Ability to generate operator designed reports.
Ability to print mailing list and labels based on operator criteria.
Ability to generate demographic profiles and trends from data.
Ability to track scholarships and fee amounts waived through scholarships.
Facility Booking
Ability to list more than one rental rate based upon "prime time" and "non-prime time" hours.
Ability to issue complicated queries on any combination of fields on the screen including non-keyed fields (e.g.. display every small meeting room available at 10 am - 12 noon on Thursday mornings with a capacity of 20 to 30 people, etc.).
Ability to set up facilities and bookable areas inside these facilities (e.g. a community center facility may be comprised of multiple bookable areas like meeting rooms, auditoria, ice rinks, etc.).
Bookable areas are able to have a relationship with other facilities whereby if one is booked the other automatically becomes unavailable to avoid double bookings. For example, a field where a baseball diamond overlaps with a soccer pitch.
Ability to categorize bookable areas by type, capacity, facility, etc. (e.g. a bookable area is of type "meeting room", has a capacity of 20 people, and is located in "community center x", etc.).
Ability to record facility location (e.g.. address, district, major intersection, etc.).
Ability to record available hours with prime and non-prime hours for each bookable area.
Ability to track available equipment and amenities for each facility/bookable area.
Ability to track function (e.g. what type of event) and specify by facility the types of functions that can take place there.
System has default function-related set-up and takedown times that can be modified if required.
Bookable areas can be copied from one location to another (including across facilities) without retyping (uses standard Microsoft functionality).
System can handle various time increments from different bookable areas
Ability to track multiple configurations of the same bookable area (e.g. a pool can be set-up and booked in multiple configurations, etc.).
Ability to schedule all County indoor and outdoor facilities including community centers, meeting rooms, auditoriums, swimming pools, fitness and racquet centers, park facilities, sports fields, ice rinks, arena

floors, golf courses, marinas, library meeting rooms, etc.
Ability to block off times for administrative purpose including repeating. These should not require all the information needed for a public rental such as fees, description, contracts, etc.
Ability to perform availability search by district, facility type, facility, bookable area type, bookable area, capacity, amenities etc.
Ability to handle cross-day bookings (e.g. starting at 9:00 pm and finishing at 2:00 am the next day).
Ability to put facilities on short-term (“tentative”) hold without payment.
Ability to prompt and track any forms or special requirements related to the activity held (e.g. alcohol license is required).
Ability to automatically determine set-up and take-down times related to function. There is no need to book set-up and take-down times separately.
Ability to schedule payments as due immediately, first of month, last of month, on day of booking, and X number of days before the event.
Ability to generate a contract with customer/organization name, address for window envelope, date contract issued, date contract printed, details of bookings including date, time, area, rental charge, whether alcohol can be served, special requirements regarding set-up, contact person at facility and phone number, terms and conditions on using the facility, payment terms, total contract value, deposit required, etc.
Ability to print updated contracts, amendments only, or both.
Ability to assign surcharges – lifeguard fees, detailed costs, etc.
Ability to generate multi facility park permits
Ability to generate multi bookings based on daily, weekly, bi-weekly, monthly, or specific dates
Ability to schedule multiple time periods and enter the relevant information once.
Ability to view payments – how much, what kind of transaction, who took payment
Ability to change customer information.
Ability to include comments on permit giving customer additional information, specific rules or policy.
Ability to locate permits by contract number, customer name or group name.
Ability to hold/reserve blocks of time for a user.
Ability to add specific information, notes, policies and rules to reservation permit, for customer’s benefit.
Ability to view pop-up screens giving staff information about specific park policies or rules.
Edit, print or view the booking schedule for any center or operation by day, week, month, room or area.
Ability to view and print reservation information by what is not booked and/or what is booked.
Ability to automatically “roll-over” contracts for the next year. Staff does not need to re-key booking information.
Ability to integrate with the Program Registration system such that facilities can be booked as programs are set up. There is no need for staff to enter data twice.
Ability to assign a unique transaction number for each booking. This number should be printed on the contract and all booking related screens and reports.
Ability to display and print facility schedules in a variety of formats including daily, weekly, and monthly

calendars.
Bookings are made in a graphical manner using a date/time grid/calendar with mouse drags to select time periods. User does not have to manually type any time periods.
Ability to easily display & create custom display formats for graphical booking.
Ability to prevent a bookable area from being double booked.
Ability to repeat bookings daily, weekly, bi-weekly, and monthly.
Ability to create a list when the desired time block is not available. This list should not require payment or full rental detail. It should only record name, phone number, date/time, and facility.
Ability to handle revisions to a booking, transfer from one bookable area to another, request that a booking be cancelled or add more bookings to the original contract. The user should be able to make these changes "on the fly" and is not required to cancel the whole rental and start over.
Ability to modify/delete multiple bookings at once (e.g. A clerk booked a bookable area every week for a year. When he discovered a mistake made in the time he booked, he should not have to visit 52 entries to change the appointment).
Ability to duplicate or roll over a reservation from one date to another, i.e. Holidays.
Ability to repeat modifications. (e.g.. A clerk needs to modify a rental from ending at 7 PM to 8 PM. If the rental has 20 days booked the clerk should have the option to modify the first entry and repeat the changes to all other days.)
Cancellation reasons are table driven (for statistical tracking).
Contracts or permits can be emailed to the client.
Ability to generate a report to highlight confirmed bookings for which a deposit has not been received in excess of xx days.
Ability to pull up and use client information on those who have made previous reservations.
Ability to display alerts to the operator for information such as previous NSF checks or outstanding moneys owing.
Ability to search data file for closest match of company or organization name.
Ability to track participant history, including program enrolment, cancellations, transfers, payments, "Bad Boys" list, and refund information by client number or last name.
Ability to track contracts due for payment.
Ability to assign more than one G/L account to a facility.
Ability to handle more than one rental rate with different effective date.
Ability to automatically narrow selection of appropriate rental rates for a booking based on the bookable area, activity type, customer type, residency, day of week, and time of day used.
Ability to print mailing list (labels).
Internet – Future Use
Each user has a personal ID number and "password" for identifying a customer to the Internet system.
Internet system must be capable of handling at least 10 sites taking live Internet course registrations in a non-test environment hosted on-site.
Internet system is "real-time". Internet users and County staff must be ability at their workstations to access the same database and are able to register customers simultaneously.
Internet system does not require a specific number of spots in a course to be pre-assigned for Internet

registration.
Ability for customers to check their current registrations via the web browser.
Sensitive information sent through the browser is encrypted (128 bit).
Ability for customers to see if there is any room left in a particular course via the web browser.
Ability for customers to pay their account balances via the web browser.
Ability for customers to put a credit on their account balances via the web browser that can then be used by any other area of the software.
Ability to completely customize the “look and feel” of the website. The site can be configured by the organization to have the same color, fonts, backgrounds, and header as the organizations main website.
Ability to have images, graphics, and movies play on their website.
Internet system uses cascading style sheets.
The Internet system is not hosted offsite.
System is scalable to accommodate multiple Internet customers performing transactions simultaneously.
Internet system is scalable across multiple servers.
Internet system uses Microsoft IIS.
Internet system is capable of being added at anytime and compatible with existing current operating system.
Reporting
System uses an industry standard reporting tool such as Crystal Reports.
All standard reports are customizable.
Once a report is customized, every user has access to it
System also can utilize Microsoft Excel pivot tables.
Demographic data is available.
Demographic data can be displayed as a text or graphic report.
Reports can be previewed, printed, saved to file, save as a web page or emailed.
System can produce mailing labels or mail merge files based on any range of memberships owned, programs taken, or facilities rented.
System can create mailing labels or mail merge files without having to create a mailing list ahead of time or the system has the ability to export information easily into Microsoft WORD. (e.g. The system does not have to have the mailing list created before a client is registered.)
Please list the number of standard reports available.
Training & Support
One week training session per module, minimum of 5 participants and maximum of 25.
Training materials to be given to each participant (e.g. manuals, booklets, guides, etc.)
Training updates to coincide with system updates.
Additional Training as required by department.

3.4 PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposers ability to provide requested services.

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

Section 1 - Executive Summary

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

Section 2 – General Capacity/Organization/Personnel

1. Name, address, telephone number, and fax number of one (1) contact person to whom all future correspondence and/or communications will be directed.
2. An organizational chart showing the personnel responsible for design, implementation and customer support.
3. Provide documentation demonstrating support staff having MCSE designation, SQL Server 2000 certification, and Oracle DBA certification.

Section 3 – Qualifications and Experience

1. Provide list of relevant projects where Proposer has implemented proposed system (minimum of five (5)). The list should be organized as follows:
 - Client Name
 - Facility Name and Location
 - Description of System
 - Length of time system has been in operation
 - Reference Contact
2. Provide a full description of Proposers Customer Service/Support program; including how complaints are responded to and resolved.

Section 4 – Overall Project Experience and Performance

1. A detailed description of your proposed approach to this assignment, referencing similar projects that you have carried out in the past five (5) years, and solutions presented for problems and circumstances.
2. A detailed description of your Management Plan.

Section 3 – Proposer Financial Information

The Proposer Financial Information section shall include the following:

- Provide the following information and statements
 - A copy of the annual report with footnotes or most audited financial statements for the last five (5) years.
 - Latest Dun and Bradstreet Report (optional)

Not providing financial documentation will result in your submittal being deemed non-responsive.

Section 4 - Confidential and Proprietary Information

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that the Proposer claims are exempt from public disclosure.

3.5 COST PROPOSAL FORMAT AND CONTENT

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

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms included in Section 3 of the RFP.

Cost Proposal Forms

Software Licensing Module	License Cost (Per wrkstn)	Maintenance Fee Cost (Per wrkstn)
---------------------------	------------------------------	--------------------------------------

1. Work Station-Based, Core Modules

Registration
Reservations
Memberships

Point of Sale w/ Inventory Control
(Includes Pos Touch Screen-Customer choose to add the actual hardware (-\$1000 USD), making this a true Touch screen, or choose to use the GUI only)

League Scheduling

2. Internet & Telephone Modules (Max 1, except for Online Client)

- Tel-Reg
- Tel-Reg Lines (minimum 4)
- Internet Client Logins
- Registration Online
- Reservation Online
- Membership Online
- League Scheduling Online
- Financial Link

3. Internet Hosted (Max 1)

Hosted Internet Registration (Web hosting includes Credit card & Registration processing)

4. Cumulative Work station Based Modules

Reports (License to customize and print/view customized reports. License cost is based on total # of workstation licenses for Core modules. Maintenance includes on going support for report customization required during the system updates. The maximum number of reports that will be re-customized is equal to the total number of workstation licenses.

TOTAL LICENSE COST
TOTAL ANNUAL MAINT. COST

Description	Hours	Unit Price	Extent. Price
-------------	-------	------------	---------------

5. Consulting & Training

Pre-Project Planning- Off site
 Web based & Database & Software installed (SQL)
 Web based & Database & Software installed (Oracle)
 Web based & Database & Software Training
 On site Implementation & Training

TOTAL CONSUL'T & TRAIN. COSTS

6. Professional Services

TOTAL PROFESSIONAL SERV. COSTS

COST PROPOSAL SUMMARY

SOFTWARE LICENSES
MAINTENANCE COSTS- (Annual)
CONSULTING & TRAINING
PROFESSIONAL SERVICES

GRAND TOTAL

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

	Evaluation Criteria	Weight
A.	Qualifications and Experience Ability to provide the support, staffing, and technical services as set forth in the RFP. Proposal must be comprehensive and demonstrate a full understanding of the system requested.	25%
B.	Overall Relevant Experience and Performance Ability to demonstrate that proposed system has capabilities requested herein and that system has been implemented successfully in other environments comparable to Fulton County's.	25%
C.	Support/Training and Documentation and Management Plan Ability to provide adequate staffing to ensure customer support and training.	25%
D.	Location of Firm Proposer has an Office located in Fulton County.	10%
E.	Financial Stability Company has stability as shown by being profitable for at least the last 5 years.	5%
F.	Cost Proposal	10%
	TOTAL POINTS	100%

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

- (a) *Authority to suspend.*

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

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

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

-
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
 - (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
 - (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 sub-contractor or a joint venture partner, in performing work under contract with the county.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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 _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

**CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ 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 offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

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

The 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 payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or

supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

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

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

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 project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

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

EMPLOYEES

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

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Submitted by: _____ **Date Completed:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

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

firm or the joint venture: _____

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

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

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and 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 _____, 20____, 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/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

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)
 Nortary: _____ Date: _____
 My Commission Expires: _____

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

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

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

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. 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 – 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	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			

4. ELECTRONIC DATA PROCESSING LIABILITY

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

-
- 5. **UMBRELLA LIABILITY**
(In excess of above noted coverage's) Each Occurrence - \$2,000,000
 - 6. **PROFESSIONAL LIABILITY**
(Required if respondent providing quotation for professional services). Each Occurrence - \$1,000,000
 - 7. **FIDELITY BOND**
(Employee Dishonesty) Each Occurrence - \$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) 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.

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

Such certificates and notices shall be sent to:

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

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**SECTION 8
SAMPLE CONTRACT**

INFORMATION TECHNOLOGY PURCHASING CONTRACT
FOR
REGISTRATION AND FACILITY MANAGEMENT SYSTEMS
FULTON COUNTY, GEORGIA

THIS CONTRACT, made by and between:

The **COUNTY**:
State of Georgia)

FULTON COUNTY, (a political subdivision of the
141 Pryor Street, S. W.
Atlanta, Georgia 30303

(hereinafter referred to as the County), and

The Information
Technology System:

(hereinafter referred to as the Information)

Technology System shall constitute the terms and conditions under which the Information Technology Systems shall provide the Registration and Facility Management System for:

The Project: **Department of Parks and Recreation**

The Work: **Registration and Facility Management System**

Per RFP No. _____

DOCUMENT II

GENERAL CONDITIONS
TABLE OF CONTENTS

Article	Page	
1	Definitions	1
2	Contract Documents	2
3	Changes and Extra Work	3
4	Personnel and Equipment	3
5	Recruitment	3
6	Accuracy of Work	3
7	Findings Confidential	4
8	Termination of Agreement for Cause	4
9	Termination for Convenience of the COUNTY	5
10	CONSULTANT to Cooperate with other Consultants	5
11	Indemnification	5
12	Covenant Against Contingent Fees	6
13	Insurance and Bonding Requirements	6
14	Prohibited Interests	7
15	Subcontracting	7
16	Assignability	7
17	Equal Employment Opportunity	7
18	Anti-Kickback Clause	8
19	Audits and Inspectors	8
20	Ownership, Publication, Reproduction and Use	8
21	Verbal Agreement or Conversation	9
22	Independent Contractor	9
23	Governing Law	9
24	Unenforceability of Any Clause	9
25	Notices	10

DEFINITIONS

Wherever used in this Contract, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 Agreement Price -- the total monies payable to CONSULTANT under this Contract, adjusted in accordance with any provision herein.
- 1.2 CONSULTANT -- the party or parties contracting directly with the COUNTY to perform Work pursuant to this Contract.
- 1.3 Contract -- the entire agreement between the COUNTY and CONSULTANT, as reflected in those documents specifically identified and incorporated herein by reference in Article 2, "CONTRACT DOCUMENTS," infra.
- 1.4 Contract Execution -- the date on which CONSULTANT executes and enters into an Agreement with COUNTY to perform the Work.
- 1.5 Contract Time -- the period of time stated in the Agreement for the completion of the Work.
- 1.6 COUNTY -- Fulton County, Georgia, a political subdivision of the State of Georgia.
- 1.7 DEPARTMENT -- the Director of the Fulton County Department of Support Services, or his designee.
- 1.8 Notice to Proceed -- a written instruction to CONSULTANT, issued by the Purchasing Division of the Fulton County Department of Financial Services, documenting execution of the Agreement and directing CONSULTANT to begin the Work contemplated there under.
- 1.9 Project Manager -- representative of the COUNTY who shall act as liaison between the COUNTY and CONSULTANT for all matters pertaining to this Contract, including review of CONSULTANT's plans and work.
- 1.10 Specifications -- the written technical provisions, including all exhibits and appendices thereto, both general and specific, which constitute any part of the Contract Documents.
- 1.11 Subcontractor -- any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT, or with any CONSULTANT's subcontractors, to provide a part of the Work called for by this Contract.
- 1.12 Supplemental Agreement -- a written order to CONSULTANT, signed by all parties to the original Agreement, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Time of Performance, issued after execution of the Contract.
- 1.13 Work -- any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the PROJECT, assigned to or undertaken by CONSULTANT under this Contract.

2 CONTRACT DOCUMENTS

2.1 List of Documents

The Agreement, the General Conditions, the Exhibits and Appendices (including Exhibit "A," Request for Proposal #RP ; Exhibit "B," CONSULTANT's ;" and all Specifications included therein), and all Supplemental Agreements (as defined by the General Conditions) are hereby incorporated by reference, and shall constitute the Contract Documents.

2.2 Conflict and Precedence

The Contract Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Contract, the several Contract Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Exhibit "A," Request for Proposal # RP
5. Exhibit "C," CONSULTANT's Proposal Revision
6. Exhibit "B," CONSULTANT's

3 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of CONSULTANT's compensation, which are mutually agreed upon by and between the COUNTY and CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the rates provided in the fee schedule shall be considered major, and shall require the approval of the COUNTY's Board of Commissioners. Minor changes to the scope of work that do not involve an increase in the fee schedule may be approved by the DEPARTMENT or its designee.

4 PERSONNEL AND EQUIPMENT

CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete the Work contemplated under this Contract, none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through the Project Manager. All of the services required hereunder will be performed by CONSULTANT under its supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services. The COUNTY shall have the right to reject any of CONSULTANT's employees whose qualifications, in the COUNTY's sole discretion, do not meet the standards established by the COUNTY as necessary for the performance of the Work.

5 RECRUITMENT

CONSULTANT shall not, for a period of two (2) years after the date of the Final Payment under this Contract, employ, or solicit for the purposes of employment, any employee of the Fulton County Department of Support Services, Information Technology Services Division.

6 ACCURACY OF WORK

CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its services, deliverables, plans and specifications without additional compensation. Acceptance of the work by the COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

7 FINDINGS CONFIDENTIAL

CONSULTANT agrees that its conclusions and any reports are for the confidential information of the COUNTY, and that CONSULTANT will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss said submissions with the COUNTY or its authorized representatives. Upon completion of all work under the Contract, or upon the termination of this Contract by either party, all documents, reports, data and studies prepared by CONSULTANT pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Contract shall not be presented publicly or published without prior approval in writing of the 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 the COUNTY, the release of same shall constitute grounds for termination of this Contract without indemnity to CONSULTANT, but should any such information be released by the 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 Contract.

8 TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, CONSULTANT shall materially fail to fulfill in a timely and proper manner its obligations under this Contract, or if CONSULTANT shall materially violate any of the covenants, agreements or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by CONSULTANT under this Contract shall become the property of the COUNTY, and CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such

documents, as determined by the COUNTY.

9 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Contract for its convenience at any time by notice in writing to CONSULTANT. If the Contract is terminated by the COUNTY as provided in this Article 9, 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.

All such expenses shall be properly documented and submitted to the Director or his designee for processing and payment. The COUNTY's Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the COUNTY and CONSULTANT.

10 CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

If the COUNTY undertakes or awards other contracts for additional related work, CONSULTANT shall fully cooperate with such other consultants and all COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by the COUNTY's employees.

11 INDEMNIFICATION

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of CONSULTANT.

12 COVENANTS AGAINST CONTINGENT FEES

CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business, and that CONSULTANT has not received any non-COUNTY fee related to

this Contract without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Agreement Price the full amount of such commission, percentage, brokerage or contingent fee.

13 INSURANCE AND BONDING REQUIREMENTS

CONSULTANT shall, at all times that this Contract is in effect, and specifically to include that entire period of time in which discovery of errors and omissions may be made by the COUNTY, cause to be maintained in force and effect insurance policies that will ensure and indemnify both the COUNTY and CONSULTANT against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of CONSULTANT during the term of this Contract. The liability limits under such insurance policies shall be in amounts not less than those specified in Request for Proposal #RP.

CONSULTANT shall provide, at all times that this Contract is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

CONSULTANT shall provide, at all times that this Contract is in effect, bid bonds, performance bonds, and payments bonds in an amount not less than that specified in Request for Proposal #RP.

Additionally, CONSULTANT shall provide, at all times that this Contract is in effect, Automobile liability insurance with liability limits in an amount not less than that specified in Request for Proposal #RP.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable except on thirty (30) days' written notice to the COUNTY. Such policies shall name the COUNTY as co-assured, except for worker's compensation, and a copy of such policy or a certificate of insurance shall be filed with the COUNTY at the time of the execution of this Contract.

14 PROHIBITED INTERESTS

14.1 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 services hereunder. CONSULTANT further agrees that, in the performance of the Contract, no person having any such interest shall be employed.

14.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

15 SUBCONTRACTING

CONSULTANT shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the COUNTY's prior written approval of the subcontractor. The COUNTY will not approve any subcontractor for work covered by this Contract that has not been recommended for approval by the DEPARTMENT.

All subcontracts in the amount of (?) dollars (\$?) or more shall include the

provisions set forth in this Contract.

16 ASSIGNABILITY

CONSULTANT shall not assign or transfer, whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Contract without the written consent of the COUNTY.

17 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Work contemplated by this Contract, CONSULTANT agrees as follows:

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

17.2 CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; and

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

18 ANTI-KICKBACK CLAUSE

Salaries of programmers, systems analysts, information specialists, engineers, technical engineers, technicians, and all other persons performing work under this Contract 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 Contract.

19 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, CONSULTANT shall make available to the COUNTY and/or representatives of the COUNTY's Department of Internal Audit for examination all of its records with respect to all matters covered by this Contract. CONSULTANT shall also permit the COUNTY and/or representatives of the Department of Internal Audit to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

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 Contract, and for three years from the date of the Final Payment under the Contract, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. CONSULTANT agrees that the provisions of this Article shall be included in any contracts or agreements it may make with any subcontractor, assignee, or transferee.

20 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Contract are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, code, maps, or other materials prepared under this Contract without according credit of authorship.

21 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever under the terms of this Contract. All changes or modifications to this Contract shall be in writing and appended hereto as prescribed in Article 3, "CHANGES AND EXTRA WORK," supra.

22 INDEPENDENT CONTRACTOR

CONSULTANT shall perform the Work contemplated by this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

23 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

24 UNENFORCEABILITY OF ANY CLAUSE

If any clause of this Contract is held as a matter of law to be unenforceable or unconscionable, the remainder of the Contract shall be enforceable without such clause.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

COUNTY

Fulton County
Information Technology Services
75 Langley Drive
Lawrenceville, GA 30045
Phone: 770-822-8010
Fax: 770-822-8014

CONSULTANT

Phone:
Fax:

IN WITNESS WHERE OF, The parties have executed the Contract this _____ day of _____, 2005.

[Legal Name of Vendor]

Attest:

[Name of person signing for vendor]

(Signature)

[Title of person signing]

(Title)

(Seal)

For Fulton County

Attest:

Karen C. Handel, Chair
Board of Commissioners

Mark Massey, Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

John H. Culbreth, Director
Parks and Recreation Department

Office of the County Attorney

**SECTION 9
EXHIBITS**

FULTON COUNTY PARK SITES

BURDETT GYM

2945 Burdett Road
College Park, Georgia 30349
(770) 996-9145
Contact: Frankie Smith
3 Workstations

SANDTOWN PARK

5320 Campbellton Rd., SW
Atlanta, Georgia 30331
(404) 346-8360
Contact: Tony Knight
3 Workstations

BURDETT TENNIS CENTER

5975 Old Carriage Ln., S.E.
College Park, Georgia 30349
(770) 996-3502
Contact: Frankie Smith (770-996-9145)
1 Workstation

WILKINSON MILL – FARRIS PARK

8095 Wilkerson Mill Road
Palmetto, Georgia 30268
(770) 463-6300
Contact: Elbert Outlaw
1 Workstation

CREEL PARK

2775 Creel Road
College Park, Georgia
(770) 996-4189
Contact: Robert Payne
1 Workstation (Bldg. has Ethernet wiring already installed, terminated at phone wiring closet)

HAMMOND PARK

705 Hammond Drive
Atlanta, Georgia 30328
(404) 303-6176
Contact: David Bailey
3 Workstations

RICO PARK

6505 Rico Road
Palmetto, Georgia 30268
(770) 463-6303
Contact: Wil Jones
2 Workstations

NORTH FULTON THERAPEUTICS

6005 Glenridge Drive
Atlanta, Georgia 30328
(404) 303-6181
(678) 614-5751 cell
Contact: Deb Strycula
2 Workstations

SOUTH FULTON COMM. CENTER (WELCOME ALL)

4255 Will Lee Road
College Park, Georgia 30349
(404) 762-4058
Contact: Simmie Butler
6 Workstations

PROVIDENCE OUTDOOR RECREATION CENTER

13440 Providence Park Drive
Alpharetta, Georgia 30004
(770) 740-2419
Contact: Clay Reid
1 Workstation