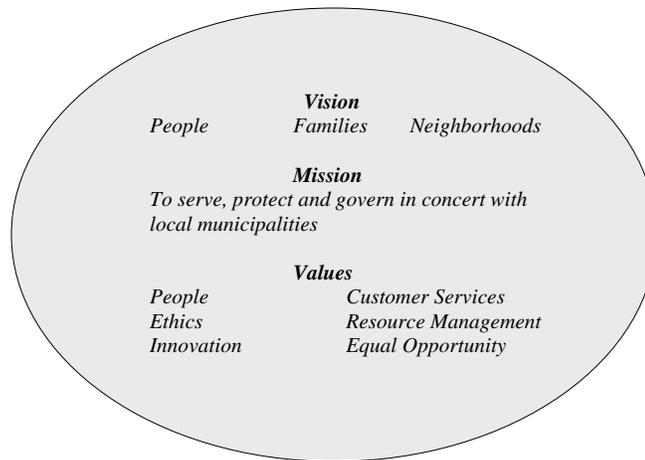




FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 06RFP52391YC**

CIS & CMMS Software and Hardware Implementation Services For

**DEPARTMENTS OF FINANCE, PUBLIC WORKS AND INFORMATION
TECHNOLOGY**

RFP DUE TIME AND DATE: 11:00 A.M. October 25, 2006
Pre-Proposal Conference: 10:00 A.M. October 11, 2006
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REQUEST FOR PROPOSALS
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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia (“County”) intends to procure a comprehensive Customer Information System (CIS) and Computerized Maintenance Management System (CMMS) with an Inventory Management module to support its water and sewer business processes.

Through the issuance of this Request For Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the Procurement of Software and Hardware Implementation Services. Fulton County is seeking proposals from a single Proposer or from a primary Proposer that uses the products and/or services from several Vendors. Fulton County will focus on the selection of a Proposer that can offer a comprehensive CIS and CMMS (including an inventory management system) integrated solution that has a wide range of functionality and flexible and efficient data access. Proposers may submit information about other systems that can be integrated with the CIS and CMMS solution and that can provide enhanced levels of automation, operation and service in alignment with Fulton County’s CIS and CMMS Business Strategy outlined in the Background contained in Section 1.3. Fulton County may elect to pursue these additional business and technology areas with the selected Vendor for inclusion in the final negotiated contract.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.0. Based on the results of the evaluation, the County will short-list qualified Proposers, open and score cost proposals, and request demonstrations of CIS and CMMS critical functions specified by Fulton County. A recommendation will be submitted to the Fulton County Commission for approval. Fulton County will award the Procurement of Hardware and Software Implementation Services to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves the procurement and installation of a comprehensive Customer Information System (CIS) that includes interactive voice response (IVR) capability for handling customer calls; viewing customer account status and a Computerized Maintenance Management System (CMMS) with an Inventory Management module to support Fulton County’s water and sewer business processes. The implementation of this CIS and CMMS will allow Fulton County to provide these services at the lowest possible life cycle costs, improve system reliability and maintain regulatory compliance.

1.3 MINIMUM REQUIREMENTS

1. The Proposer must provide a comprehensive CIS and CMMS solution that has been in production at a minimum of five (5) municipal utilities of similar size to Fulton County (two (2) should be water and/or wastewater utilities within the United States). Alternatively, the Proposer must provide a comprehensive solution that includes a CIS that has been in production at a minimum of five (5) municipal utilities of similar size to Fulton County (two (2) being water and/or wastewater utilities within the United States) and that includes a CMMS that has been in production at a minimum of five (5) municipal utilities of similar size to Fulton County (two (2) being water and/or wastewater utilities within the United States).
2. The Proposer must provide a comprehensive CIS and CMMS solution that can be implemented with minimal modifications required by Fulton County; Fulton County is not interested in extensive product customization. The product(s) must also be from an established software developer(s) that can provide ongoing application support and product updates over time.
3. The Proposer must provide a comprehensive CIS and CMMS solution that uses a Graphical User Interface (GUI) or a PARC User Interface (PUI).
4. The Proposer must provide a comprehensive CIS and CMMS solution that can accommodate approximately 56,600 water and sewer accounts; 420 sewer-only accounts; 5,700 water-only accounts; and approximately 7,600 irrigation accounts (Note: most of the irrigation accounts also have water accounts). The CIS and CMMS solution must also be able to cover a geographical area that contains approximately 2,000 miles of distribution and 2,000 miles of collection system pipe.
5. The Proposer must provide a comprehensive CIS and CMMS solution that will allow Fulton County to offer integrated voice response (IVR); web-based customer access to accounts; automated credit card payments; debit card payments; point-of-sale cash payments, and manage service requests/work orders; track asset work activity history; manage system maintenance; manage inventory and interface with a GIS database.
6. The Proposer must have extensive experience in the successful implementation of the proposed systems on the proposed platform in at least two other municipal water & wastewater utilities of a comparable size.
7. The Proposer must have the financial resources to support a project of this size within the timeframe specified.
8. Proposer will agree to provide source codes to Fulton County if awarded contract.

-
9. The Proposer must be willing to act as primary contractor with complete responsibility for installation activities and ultimate success of the project
 10. The Proposer must have a good record of responsiveness to the needs of its installed customer base.

The CIS and CMMS system(s) must not be proprietary that restricts customization and modifications.

1.4 BACKGROUND

1.4.1 Project Drivers

Fulton County's current CIS application is a mainframe based system; an obsolete system that has limited functionality. Incorporating modern functionality and interfacing with other systems is subsequently costly and the degree of integration that can be achieved with other systems is limited. Fulton County's CMMS is comprised of various stand alone software applications and is not shared across all County facilities.

Fulton County intends to procure a comprehensive Customer Information System (CIS) and Computerized Maintenance Management System (CMMS) with an Inventory Management module to support its water and sewer business processes.

1.4.2 Fulton County Water and Sewer Organization

Fulton County water and sewer services are managed by the Department of Public Works, Water Services Division and the Department of Finance, Water and Sewer Division, with support from the Department of Information Technology (IT). In general, the Water Services Division is responsible for maintaining the condition of the collection and distribution system pipe network and the Water and Sewer Division is responsible for billing and collecting payment from Fulton County water and sewer customers. Figures 1 and 2 on the next page show the structure of each of organization.

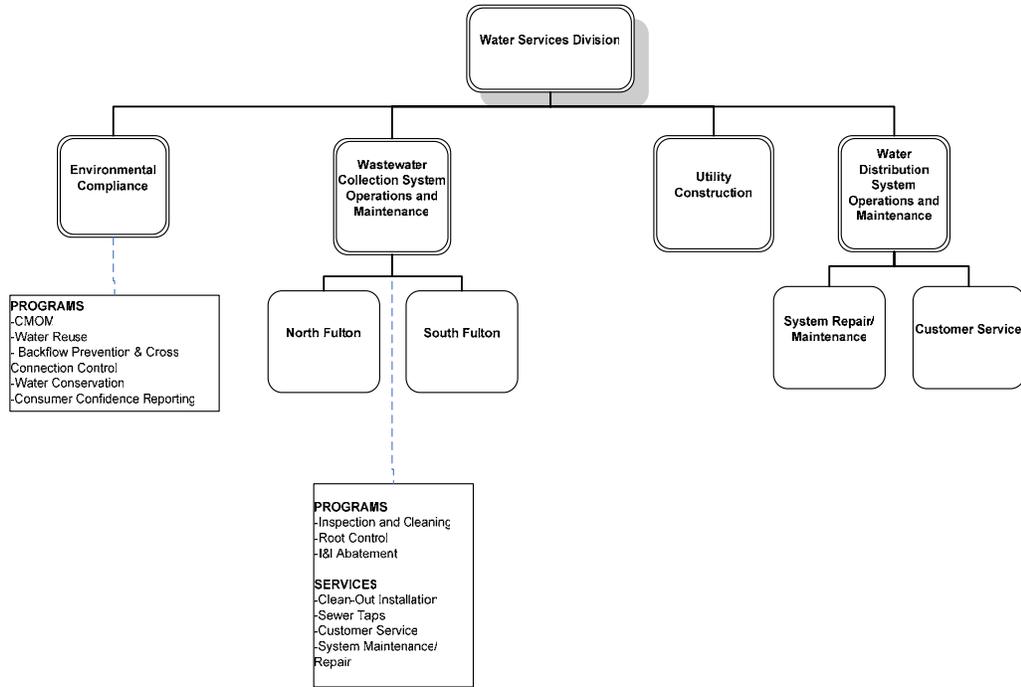


Figure 1 - Fulton County Department of Public Works, Water Services Division

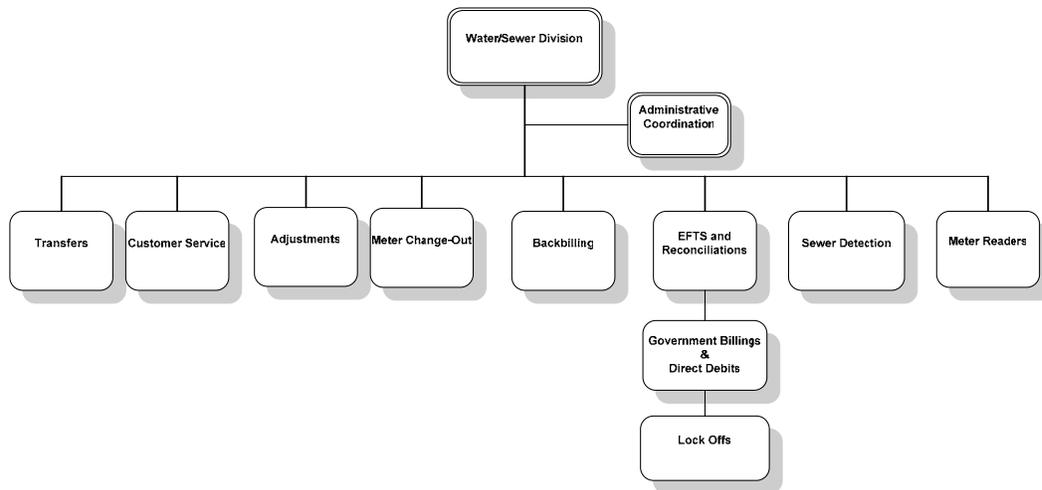


Figure 2 - Fulton County Water and Sewer Division, Department of Finance

1.4.3 Fulton County Water and Sewer Service Area

Fulton County provides water service to customers in North Fulton (north of the Chattahoochee River), including the cities of Alpharetta, parts of Roswell and the proposed cities of John's Creek and Milton (referendum to be held on July 18,

2006). Fulton County provides wastewater collection for customers in North and South Fulton. In North Fulton, Fulton County provides wastewater service to the cities of Alpharetta, Roswell, Sandy Springs, and the proposed cities of John's Creek and Milton. In South Fulton, Fulton County provides wholesale wastewater services to Palmetto, Union City, College Park, East Point, the City of Atlanta, and Fairburn. Fulton County provides retail wastewater services to the unincorporated areas.

1.4.4 CIS and CMMS System Users

Table 1 shows the approximate number of CIS and CMMS Fulton County users by functional group.

Table 1 - CIS and CMMS System User Counts

Category	Functional Group	# of Primary Users
CIS	Account Management/Billing	12
CIS	Collections	8
CIS	Meter Field Services	8
CIS	Customer Service/Transfers Section	17
CIS	Management	5
CIS	Public Works	5
CIS	Courts	5
<i>CIS User Subtotal</i>		55
CMMS	Sewer Maintenance	7
CMMS	Distribution System Maintenance	7
CMMS	Warehouse-Purchasing Management	8
CMMS	Administration and Support Staff	5
<i>CMMS User Subtotal</i>		27
IT	IT System Administrators	5
<i>IT User Subtotal</i>		5

Note: All cited numbers are approximate.

1.4.4.1 CIS User Responsibilities

CIS users' primary responsibilities are listed by functional group below.

Account Management and Billing

- Establish, disconnect, and transfer water and/or sewer services
- Generate cyclic and off-cycle bills on a bi-monthly and monthly basis
- Establish and maintain billing and adjustment rate tables
- Make debit and credit adjustments (cancel/rebill) to accounts for errors related to days of service, over/under payment, and adding non-recurring fees that include lock-offs, leaks, meter tampering, or non-sufficient funds, etc.
- Manually input meter reads for fire hydrant meter accounts
- Establish and maintain non-meter related accounts: sewer back-billing; sewer assessment; and municipality billing
- Send final bill and past due notices

-
- Bill for annual installments that include simple interest calculation.

Collections

- Identify and post payments received by mail, walk-in customers, and payments received by Fulton County's bank (Wachovia) via a depository box and auto-draft system
- Track overdue accounts
- Create service requests for pending lock-offs; lock-offs; and service restoration
- Collect final bills
- Perform month-end balancing between the General Ledger and the CIS
- Identify payments received by 3rd party collectors

Meter Field Services

- Download and upload all meter reading activity and associated commentary via a handheld computerized meter reading system to the CIS
- Receive and implement meter maintenance service orders
- Terminate and restore water service via service orders
- Post notices and hangers via service orders
- Plan and schedule daily and monthly work loads

Customer Service/Transfers

- Handle customer inquiries
- Record customer calls and comments
- Route calls to the appropriate staff for follow-up
- Relay Service Order requests to the Department of Public Works
- Transfer service at a premise from an old customer to a new customer

Other CIS Users

CIS users within Fulton County's Department of Information Technology are responsible for the following:

- Provide, load, and distribute data from various media
- Submit generated billing data to a third-party printing and billing agency (Datamatx)
- Assist the Water and Sewer Division in identifying, tracking and resolving system-related problems
- Develop, acquire, and implement system enhancements
- Provide backup and recovery of Fulton County data

There are also a small number of users within the Fulton County Courts Division that require read-only access to CIS for court business.

There are also a small number of users outside of Fulton County who will work through the Clerk of Courts office to do a Title search and may wish to verify account status using data in the CIS.

Other areas that assist with CIS but are not Users

- The Fulton County Department of Treasury accepts walk-in cash payments from customers and provides cash receipts to the Water and Sewer Division
- Wachovia Bank Services receives customer payments made to Fidelity repositories, electronic payments, auto-drafts, and mail remittances. Payments are batched and a tape file is sent to the Water and Sewer Division.
- Datamatx Printing & Mailing Services is responsible for printing Fulton County water and sewer bills. Datamatx mails generated bills to Fulton County customers and sends associated reports to the Water and Sewer Division.

1.4.4.2 CMMS User Responsibilities

CMMS users' primary responsibilities are listed by functional group below.

Wastewater Collection System Maintenance

- Plan, prepare and perform corrective and preventive maintenance work task on Fulton County's Wastewater Collection System.
- Report and Record all work order details resulting from a maintenance activity.
- Provide response to sewer spill, sewer line ruptures or line back-up.
- Preserve asset function through proactive maintenance techniques (CCTV, high frequency maintenance in problem areas and repair/replacement projects)
- Produce weekly work order reports to identify problem areas and to provide status of ongoing work.

Water Distribution System Maintenance

- Plan, prepare and perform corrective and preventive maintenance work task on Fulton County's Water Distribution System.
- Responds to water distribution request such as poor pressure or stopped service as well as respond to meter repair and installation requests.
- Preserve asset function through proactive maintenance techniques.
- Report and Record all work order details resulting from a maintenance activity.

Planner & Scheduling

- Review and validate work and service request
- Prepare preventive and corrective maintenance work orders
- Prioritize and schedule work orders
- Plan and coordinate crew dynamics based on resource availability

-
- Generate work management reports
 - Manage contractor work orders
 - Manage backlog maintenance work
 - Update CIS system with meter installation and meter change out information
 - Record work order details into the CMMS

Inventory – Purchasing

- Issue spare parts and materials to maintenance crews
- Reorder spare parts and materials to replenish depleted stock
- Transmit purchasing details into the AMS for processing of a purchase requisition
- Assist with bid quotes and Proposer selection
- Provide vendor/contractor performance report
- Validate quantity/pricing of items upon delivery by supplier

Other Users of the CMMS

CMMS users within Fulton County’s Department of Information Technology are responsible for the following:

- Ensure system schedules on Fulton County facilities meet Finance Department and Public Works requirements
- Assist the Finance Department and Public Works in resolving system related problems associated with the hardware or software systems
- Provide guidance to the Finance Department and Public Works with an analysis of enhancement alternatives
- Selection and implementation of enhancement products

Other Areas that assist with CMMS but are not Users

- Service Contractor:
 - Performs meter repair and replacement and CCTV work.
 - Provides work activity details once work is completed and submitted to the Planner/Scheduler.
- GIS Technicians:
 - Manage asset data within the GIS that is transmitted to and from the CMMS
- Fulton County Finance Department:
 - Transmit service request data and customer information to the CMMS

1.4.5 Fulton County’s Current CIS Application and Technology

CUBIS

The Water and Sewer Division utilizes CUBIS (Customer Utility Billing Information System) to document and store customer and billing information. The CUBIS application has three main areas of tracking:

-
- Metered usage charges
 - Service information
 - Customer information

Additional information contained within the system deals with the following meter device properties: location, device make/model, meter rates (based on size/season), and customer billing history. Non-billing account information (customer notes, payment activity) on active customer accounts is purged every four years; inactive accounts with zero balances are purged from the system every year.

CUBIS supports the following functions as listed below:

Account Management and Billing

- Maintains and tracks customer accounts including service, billing, and payment history
- Accepts water meter readings from the Meter Reading System, RADIX
- Generates bills using meter reading data and appropriate rate structure. Creates a Kick-Out Report of bills that could not be generated.
- Creates a print file that can be transferred electronically to Datamatx Printing and Mailing Services (a third-party firm) for processing.

Collections

- Receives a tape file of customer payments made to and collected by Wachovia Bank and posts payments made to customer accounts
- Allows for manual entry of payments made directly to Fulton County (via walk-in to the Central Office, or payments made for sewer back billing, sewer assessments, and from municipalities)

Customer Service/Transfers

- Provides customer account information
- Provides space to document customer calls and other forms of customer contact
- Provides space to document service requests for transferring service, meter installation, billing inquiries, bill adjustment, meter re-reads, sewer back-billing, sewer assessment, and making payment arrangements.
- Allows users to transfer service at a premise from one customer account to another and consolidate account balances

RADIX

The RADIX system consists of one RADIX UMS5 workstation and a multi-bay docking cradle for the handheld units. As of the writing of this document, Meter Field Services has 9 RADIX FW200 handheld units in service. The Meter Field Services office is responsible for meter reading acquisition from approximately 68,000 customers in the North Fulton region (north of Chattahoochee River). The reporting area is divided into four Residential and one Commercial Zone. Meters are read every day, and the results are imported every 14 days back into CUBIS on the County mainframe.

Data transfer process:

- The RADIX UMS5 workstation is used to load Zone file from the CUBIS running on the mainframe located at the downtown Government Tower data center
- Once imported, the data is split into Book/Routes within the application
- Meter readers are assigned to collect readings from residential and commercial customers as per the schedules above
- The meter readers collect the meter data
- The radix FW00 reader units are returned to their docking bays in the Field Services office and the stored readings transferred to the RADIX UMS workstation
- The data is formatted to the reports and exported back to the downtown CUBIS on the County mainframe at end of Zone's reading schedule

1.4.6 Fulton County CIS Statistics

Table 2 presents various Fulton County CIS statistics.

Table 2 - Fulton County CIS Statistics

Residential metered customers	61,500
Commercial metered customers	1,100
Irrigation accounts	7,600
Unmetered customers (wells)	12
Average Number of Billing Statements Mailed per Month—bi-monthly billing for residential and monthly for commercial	34,500
Average Number of Accounts (qualify) for Non-payment per Month	3,300
Average Number of Disconnect Notices per Month—Pending lock off notice	180
Number of Non-Sufficient Fund Checks per Month	80
Number of Meters Read per Month by Handheld Device	34,500
Average Number of Customer Calls to Customer Service per Month	10,500
Average Number of Customer Calls to Credit & Collections per Month	3,600—included in total call count
Walk in customers to Fulton water (cashiering) monthly	225
Walk in customers for 3 rd party collector (2 locations)	600
Bill Print	outsourced
Bank drafts monthly	2,200

Note: Numbers are approximate

1.4.7 Fulton County Water and Sewer Rates**Water Rates****1. Metered Residential**

Customer Charge per account: \$6.00 bi-monthly

Usage Charge per dwelling unit:

Winter (November through March): \$2.63/1,000 gallons

Summer (April through October):

<u>Consumption</u>	<u>Rate/1,000 gallons</u>
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Up to 130% of winter average	\$2.63
131% to 200% of winter Avg.	\$3.29
Over 200% of winter Average	\$5.26

2. Metered Commercial

Customer Charge per account: based on service size

<u>Water meter size (inches)</u>	<u>Monthly</u>
$\frac{3}{4}$	\$6.00
1	\$8.25
1 $\frac{1}{2}$	\$10.50
2	\$11.50
3	\$34.50
4	\$36.50
6	\$73.50
8	\$94.25

Usage Charge:

Winter (November through March): \$2.63/1,000 gallons

Summer (April through October):

<u>Consumption</u>	<u>Rate/1,000 gallons</u>
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Up to 130% of winter average	\$2.63
131% to 200% of winter Avg.	\$3.29
Over 200% of winter Average	\$5.26

3. Deposits

\$1,500 deposits are accepted for fire hydrant accounts only. Currently, this deposit is held and accounted for by the Department of Public Works. There are no dollars held in deposit modules within CUBIS.

4. Fire Hydrant Rates

Base account service charge: \$6.00 bi-monthly

Metered usage Charge: \$2.63/1,000 gallons

5. Municipality Billing (non-metered)

Wholesale rate: \$1.88/1,000 gallons

Fulton County has approximately 12 municipality accounts.

6. Sewer Back Billing

Uses current applicable residential or commercial rate.

7. Sewer / Water Assessment (non-metered)

Billed lump sum and / or annually

Water:	\$10.00/linear foot
Sewer:	\$27.50/linear foot

8. Diverted Water

Contractual agreement for select commercial customers. Fixed percentage (currently 22% of water usage) for credit on sewer billing.

9. Irrigation Meters

Customer Charge per account

Irrigation for water only:	\$6.00	bi-monthly
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Metered Irrigation Usage:

Up to 11,340 gallons / 60 days	\$2.63
Over 11,340 gallons / 60 days	\$5.26

Sewer Rates

1. Metered Residential

Customer Charge per account:	\$6.00 bi-monthly
Usage Charge per 1,000 gallon water usage:	\$4.99/1,000 gallons

2. Non-Metered Residential

Customer Charge per account:	\$6.00 service charge
Usage Charge per dwelling unit:	\$4.99/1,000 gallons based on family size (270gallons/day/person)

3. Metered Commercial

Customer Charge per account	\$6.00 monthly
Usage Charge	\$4.99/1,000 gallons

Fulton County's metered water and sewer rates are billed entirely in arrears.

1.4.8 Fulton County's Current CIS and CMMS Application and Technology

Fulton County's current CIS, called CUBIS, is running on a mainframe which is expected to be decommissioned in the next 12-24 months. The maintenance management system is primarily paper-based with limited use of H2O Benchmark for water distribution system maintenance and Our Town 2000 for service request tracking. The Department of Public Works utilizes inventory spreadsheets to manage stock levels for material received and issued.

Mainframe-CUBIS

The current Water and Sewer billing system known as CUBIS (Customer Utility Billing Information System) is hosted on an IBM Z800 mainframe running the z/OS operating system. **This mainframe is located in the County Government Data Center at 141 Pryor Street in downtown Atlanta and operated by the Fulton County Government IT Operations and Technical Support Division. This mainframe application system participates in the Tier I level of Fulton County's Business Continuity Program. Any replacement system will be required to participate in Tier 1.** This type of system dictates that the data volumes it accesses reside on a SAN fabric running on the County's EMC Symmetrix storage subsystem, with real-time data replication and a cold spare installation of the mainframe's hardware present in the County's commercial DR site.

The Z800 mainframe is connected to the Fulton County LAN via an OSA NIC,

which is a high-speed LAN connection. For security reasons, the mainframe resides on a separate Data Center VLAN from the Fulton County users' access network. End user connection to the mainframe and access to the CUBIS application is provided via the Fulton County Government IP network by an IBM 3270 emulation software package installed on the client desktop/laptop systems. The IP network is restricted to use within Fulton County government facilities and via external VPN access to authorized users through the Internet.

Additional details about CUBIS include the following:

- **As of Q1/2006, the current used space for the system is sized at 200GB.** If required, the CUBIS data can be readily dropped to a flat file or series of flat files for import operations into a new CIS/CMMS solution.
- The CUBIS application is a 13+ year old solution for which no ongoing Proposer support is available.
- There is no reported third party systems directly interfaced to the mainframe that would use it as a data source. It was stated by Fulton County IT staff in a meeting held February 15, 2006 that outside of the user groups granted CUBIS application access, there are no other application or data analysis activities that made use of the data sources and structures underlying CUBIS. This means that migration of this data to a new application followed by the subsequent deletion of the CUBIS data sources and application routines should have no impact on other County Government operations.
- The mainframe has no directly connected terminals for the CUBIS application.
- There are printers interfaced to the CUBIS mainframe application platform within the Fulton County government IP network, but they are used for internal reporting and reference printing needs and not at all for cyclical bill printing.

H2O Benchmark

H2O Benchmark uses a client/server model, with client software loaded on end user's workstations based in INET (Fulton County's term for their synchronous optical network wide area network implementation)-connected office sites. The server component is accessed by clients via a network share. Data contained within this system has user records that date back to approximately 1990. The official required record retention period is 10 years.

H2O Benchmark supports the following functions as listed below:

- Tracks Work Orders
- Facilitates the preparation of Incident Reports
- Tracks pending and completed activities
- A user can perform queries
- Tracks labor costs
- Generates reports on a weekly basis for labor costing analysis and quarterly for performance review.
- Accommodates image embedding for recording installation and site details from digital camera shots.

XC2 Backflow Prevention

The XC2 Backflow Prevention software offers integration hooks to communicate with the H2O Benchmark application (unused). It is operated as a desktop-based application and is used to track the following information for commercially installed backflow prevention devices:

- Test dates
- Testing companies responsible for specific devices
- Person(s) performing the device tests
- Serial numbers
- Device make/model

Our Town 2000

Our Town 2000 is used extensively by the following Public Works Divisions: Transportation, Construction and Traffic Control but its use is limited within the Water Services Division. There are active Work Orders within the system for South Fulton Sewer services, but the bulk of North Fulton Water uses H2O Benchmark to document work. The system has been set up with activity, job codes, and scripted questions for Clean Water's operations. The data retention policy mandates a 10 year record keeping, but the system is only five years old; it has been in place since the year 2000. At this time, there are no plans to purge older data from the system.

Inventory Management Spreadsheets

The Public Works Inventory staff utilizes an Inventory Spreadsheet that contains all stocked parts and materials. From this spreadsheet, the inventory staff makes a determination on which parts and materials need to be reordered. The staff updates the spreadsheet whenever parts and materials are issued and received as a result of a purchase. The Public Works warehouse locations and spare part counts include:

- South Fulton Maintenance Operations Center 760 spare parts
- Big Creek Warehouse 600 spare parts
- Maxwell Road 900 spare parts

Other Business Systems and Platforms

Current Open Systems usage relates to support of two application platforms: CGI-AMS Finance/Accounting/HR System and the Permits Plus system.

CGI-AMS Financial System

CGI-AMS is a distributed ERP application. The primary users are Finance, Human Resources, County employees and 3rd party Proposers, and other departments make use of the Financial Management application for budgeting purposes. The CGI-AMS software version is 3.5.1, and is composed of the following products;

Advantage HRM (Human Resources Management with ESS - employee self-service), Financial Management, infoAdvantage and Procurement (VSS - Proposer self-service). **The County has indicated that there will not be a budget allocated to develop an interface to an external CIS/CMMS system with consulting from CGI (the application Proposer).**

Permits Plus

The Permits Plus System is currently used by the Fulton County Department of Environment and Community Development (ECD) to accept applications for new water and sewer connections and to track code enforcement and land disturbance activities. There is currently no interface between Permits Plus and CUBIS.

The hardware for these systems is IBM pSeries servers and has the following functions:

- CGI-AMS - Two production database servers – both AIX 5.1.x OS based running Oracle 9i database server. The first server hosts the databases used by the Human Resources Management and CGI-AMS infoAdvantage applications. The second server is the database server responsible for hosting the production databases for Financial Management, Procurement (VSS).
- CGI-AMS - Two production application servers. Both are AIX 5.1 OS-based systems. The first hosts the Financial Management application, the second the Human Resources Management (ESS) and the Procurement (VSS) applications.
- CGI-AMS additionally has a set of development servers for both database and application services in a development/test environment. These are also IBM pSeries servers running AIX 5.1.x
- Permits Plus - First server performs scanned and archive document/forms storage. It is used by EC&D (Environmental Community and Development) Fulton County clerks and Inspectors. pSeries server running AIX 5.1.x.
- Permits Plus – Second server runs the PermitsPlus application itself. The following groups have view-only access: Code enforcement, Tax assessors, Police. pSeries server running AIX 5.1.x. and the Oracle RDBMS.

1.4.9 Current Information Technology Environment

Fulton County's IT (hereafter referred to as ITD) Department administers the mainframe, mainframe databases and wide area network defined in this section. ITD must approve all IT purchases requested by Fulton County operating units. Fulton County ITD maintains the CIS system running on the County mainframe along with components of CMMS on open systems and Windows Server systems. ITD monitors and maintains good hardware capacity and keeps up with OS and other software versions, to the extent that it benefits the Utility. ITD is skilled in support of the latest versions of Oracle and is versed in the following development platforms: Oracle Developer; Microsoft Visual Studio (moving to Microsoft VisualStudio.NET), Microsoft IIS (latest version), JavaScript, Java, VBScript, VB,

ActiveX, COM Geospatial (Oracle Spatial near latest version), ESRI ArcGIS, ArcIMS, ArcSDE (near latest version).

1.4.9.1 IT Functions and Staffing

Fulton County Government IT functions cover the following areas:

- Systems support
- Network and telecommunications support
- Database support (Oracle and Microsoft SQL Server)
- Database development
- Applications support
- Applications development
- Project management

The Fulton County IT Department has staff with experience in the following specific areas:

- Systems Support – IBM Mainframe, IBM pSeries AIX servers, SUN Microsystems servers, Windows servers (2000 and 2003).
- Network and Telecommunications Support – Cisco routers, switches, firewalls, VPN servers; OC-48, OC-12 and OC-3 SONET, DS-3 and DS-1 Frame Relay, ISDN/PPP and DSL telecommunications; TCP/IP and SNA protocols
- Database support and development – ITD staff is experienced in support of the Oracle RDBMS platform (9i and later) and the Microsoft SQL Server 2000 RDBMS platform.
- Applications support and development - ITD staff is versed in the following development platforms: Oracle Developer; Microsoft Visual Studio .NET, Microsoft IIS (latest versions), JavaScript, Java, VBScript, VB, ActiveX, COM, Geospatial (Oracle Spatial near latest version), ESRI ArcGIS, ArcIMS, ArcSDE (near latest version).
- Project Management – ITD has internal project management capability and will be used to co-ordinate CIS/CMMS replacement efforts.

1.4.9.2 Business Continuity Program

Fulton County IT has an ongoing initiative internally known as the “Business Continuity Program”. This initiative involves an infrastructure-supported policy of tape backup, off-site storage, policy-based multi-tiered data storage and retention, and real-time SAN mirroring for mission critical systems. The ongoing policy is that newly acquired mission-critical systems must be compatible with the storage policies implemented in order to ensure availability due to either equipment failure within the Government Data Center or a declared state of emergency that renders the equipment within the Government Data Center inaccessible. At this time, failover to the DR site systems is a manual process, invoked as part of a scheduled, tri-annual testing policy or upon declaration of an emergency.

Any billing system hardware that is acquired will be rated as critical and incorporated into the Tier I level (real-time offsite volume replication to a commercial DR Site Symmetrix unit) with cold-spare server hardware present to provide operational user access in the event of an emergency.

The hardware aspects of this program consist of the following:

Tier I is composed of a pair of EMC Symmetrix 8830 SAN storage arrays. The primary array is located in the Government Data Center and linked to its replication partner at Fulton County's commercial disaster recovery site via a dedicated pair of OC3 connections. This system currently provides coverage for the CUBIS mainframe-hosted billing system.

Tier II is an EMC Clarion SAN array that provides block-level storage for Open Systems and a provisioned network attached storage (NAS) file share. At the time of writing this document, there is a soon-to-be implemented plan to install a replication peer unit at either the Charlie Brown or commercial DR facilities for real-time synchronization from the currently installed unit in the Government Data Center.

Tier III consists of a pair of EMC Centera content-addressable storage subsystems. The unit in the Government Data Center communicates with its replication partner located at the Charlie Brown Airport DR staging site via Fulton County's OC-48 SONET ring (referred to internally as INET). On-line replication between these two systems is scheduled to be active Q1/Q2 of 2006. This system operates as a file system overlay that implements file storage, archiving, and on-demand retrieval according to a retention-period policy for infrequently accessed data. An example of the data targeted by this tier would be 911 call recordings and Fulton County end-user email archives.

Client hardware required: Fiber-channel HBA cards from either Qlogic or Emulex Proposers are the recommended interface adapter. Connection types for "client" servers consist of either LC or SC optical fiber termination at the host, and LC connectors at the FC switch.

1.4.9.3 IT Platform Support and Computing Environment

Fulton County ITD's number one priority is keeping current operations functioning. Because of this, all new applications and systems need to fit within the County IT Business Continuity Program, and will be consequently reviewed for ability to comply with this program.

1.4.9.4 Fulton County Network (INET) Infrastructure

The Fulton County network (known internally as INET) is a metropolitan area network that interconnects the following:

Government Data Center – This facility is located on the block of 141 Pryor Street

and 130 Peachtree Avenue. This is the primary hosting facility for server systems and the current billing system mainframe. This facility is also the primary endpoint for remote office network links and VPN access.

Charlie Brown Airport DR staging site – This site is based in the fire department building at Aviation Circle. This facility houses the redundant network links for remote sites in order to provide an alternate connection path in the event of a loss of communications with the Government Data Center. It also provides the connection point for the SunGard DR site's DS3 connection for user access in a declared emergency. Reportedly, there are a few non-Water & Sewer servers hosted at this facility that are in the process of being migrated to the Government Data Center. This is also the location that holds the replication partner for the Tier III content addressable storage EMC Centera and is being evaluated as a potential location for the Tier II Clarion hardware peer.

Commercial DR site – This site is linked to the Government Data Center by dual dedicated OC-3 connections (aggregated bandwidth with failover). General INET access is provided by a BellSouth provisioned DS3 that is activated in a declared state of emergency to connect the equipment in the commercial DR site to INET via the Charlie Brown DR staging site.

Remote sites – There is currently a list of 15 sites that potentially contain prospective users of the Public Works applications. Fulton County IT is in the process of determining which remote sites are used for Water & Sewer and Finance users and the approximate user counts per location. Depending on facility size and range, connection speed to the Government Data Center and Charlie Brown Airport DR staging vary from fractional T-1 to gigabit fiber.

Suwannee hosting facility – This facility provides co-location services hosting two web servers for the Fulton County IT GIS systems.

Core Network - The core network is comprised of two Cisco 6509 modular switching architecture chassis and a 6506 chassis handling connectivity on a geographic basis (there is no inter-switch redundancy or peering). The network is segmented into user and server VLANs and managed as a Layer 2 switching infrastructure. Access control and protocol restrictions are enforced by ACLs (access control lists) running on the routers that handle inter-VLAN routing. Fulton County is in the process of upgrading this core network to operate in a tiered mode, with dynamic switch redundancy and a Layer 3 switching fabric. It is anticipated that much of the above will change by the time a proposed system is slated to begin implementation.

The Government Data Center, Charlie Brown Airport, and some large remote user sites are linked by an OC-48 SONET ring. The SONET hardware is linked to the core network via Cisco OCN 15454 switching hardware. Remote access is provided by two failover-peered Cisco 3000-series remote access concentrators located in the Government Data Center. A third unit is installed in the Charlie

Brown network diversity location for network access in the event of a failure of the primary units at the Government Data Center. Remote access is provided for authorized users and Proposers with AAA-Radius profile policy control implemented to limit which systems are available based on user sign on. WAN links to the Internet are provided by a pair of DS-3s through BellSouth as the ISP. One link terminates in the Government Data Center; the other at the Charlie Brown Airport DR staging site. The firewalls are Cisco PIX.

Fulton County's network diagram is presented in Figure 3 on the next page.

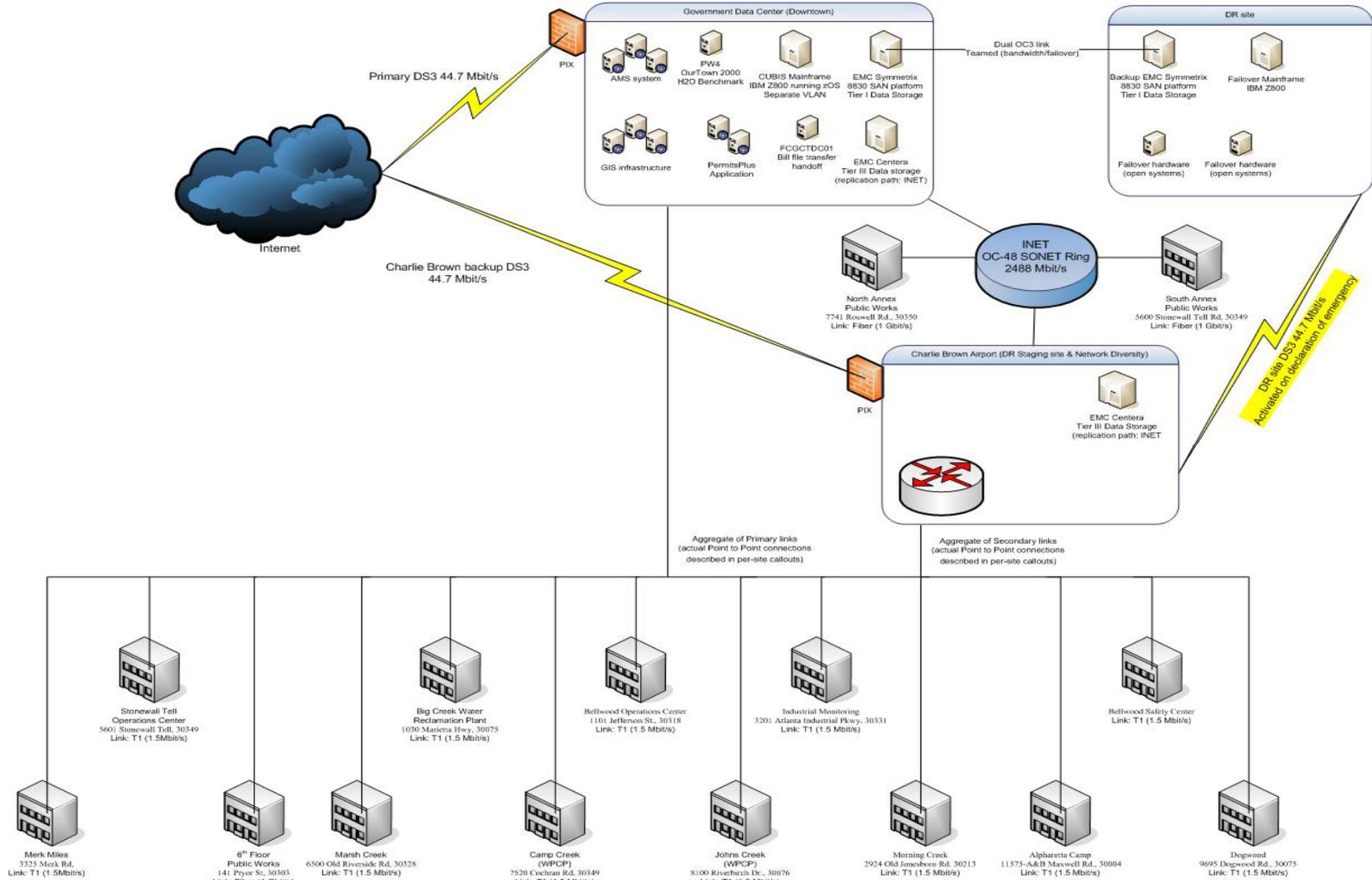


Figure 3 - Fulton County Network Diagram

1.4.9.5 Windows Server Systems

There are currently numerous Windows Server systems in use throughout the Fulton County Government. Some key server installations relate to the CGI-AMS Finance/Accounting/HR System and the **H2O Benchmark** and **OurTown 2000** systems:

- Two production web servers and a Windows application server. All three are Windows Server 2003 OS-based systems. The hosting application set is IBM's Websphere and HTTP server products. The first web server hosts the internal Finance Management and HR application sites and the second web server hosts the external Proposer and Employee self-service application sites. The Windows application server for CGI-AMS runs an instance of Adobe Central server as an online forms repository and the AMS infoAdvantage application.
- Both H2O Benchmark and OurTown 2000's server components reside on the PW2 server, located in the Government Data Center. This server is an HP Proliant DL760 rackmount server running the Windows Server 2003 OS (Service Pack 1 installed). This system's current participation in the Business Continuity SAN is a limited tier I partner, with the data replicated off-site to the SunGard DR location for what is referred to as "bunker storage", but without a provisioned cold-spare server.

1.4.9.6 Desktop Systems

Fulton County currently has over 4000 desktop workstations installed in all locations. Most of these are connected to LANs having upstream connections to the County Government Network (INET) referenced earlier in the document. Fulton County currently makes use of Windows XP as the desktop operating system, although there are a number of older PC workstations that have Windows 98 or Windows 2000 still installed.

1.4.9.7 Geographic Information System (GIS)

GIS is a multi-departmental resource within Fulton County that is not currently integrated or used by either of the current CIS and CMMS functional groups. GIS is used primarily by the Department of Public Works (Water Services Operations, Transportation, and Census groups) and by the Department of Environment and Community Development (ECD).

Fulton County's GIS system is primarily based on ESRI's line of GIS

products:

- ArcGIS 9.1 – ESRI map server hosting
- ArcSDE 9.0 installed (have license for 9.1) – Spatially enables a relational database (SQL/Oracle/DB2)
- MapGuide 2.5 (Migrating to MapServer Enterprise)
- University of Minnesota MapServer
- ARCIIMS 9.0 – Enables development of internet mapping elements (map layers)

Fulton County GIS currently has approximately two terabytes of geographic data including center-line street map, land parcels/use, flood plain, topographical, voter precincts in ArcInfo format and is in the process of integrating video content to sewerline maps.

GIS has two servers located off-site at a Suwannee data center facility. One site based on this equipment is internal to Fulton County and is not accessible to the public. The external site URL is <http://wms.co.fulton.ga.us/>, which provides public access for the following GIS resources:

- Tax Parcel Queries
- GPS Monument Locator
- Zoning / Future Land Use
- Transportation Planning
- Surface Water & Flooding
- General Site Maps
- Annexation History
- Voting Precincts

The data on these servers is synchronized daily via FTP from servers located at the Fulton County Government Center. At this time, the GIS servers are not integrated into Fulton County's Business Continuity Program, but off-site backup via tape/removable media protocols are administered.

1.4.10 Fulton County's CIS and CMMS Business Strategy

Fulton County's goal is to improve the level of service provided to the citizens of Fulton County and increase the operational efficiency while minimizing costs. Fulton County provides water and sewer services while also maintaining its role as an environmental steward.

The following strategy themes are intended to guide the recommendations for a new CIS and CMMS:

1. Deliver sustainable levels of service at lowest possible cost

-
- Provide a level of service that is sustainable for meeting future service demands
 - Meet service level expectations at the lowest costs
 - Maintain internal and external communications with stakeholders
- 2. Manage cash flow and future costs (social, economic, and environmental)**
- Develop a Cost Stream Forecasting Strategy to determine long range financial needs
 - Identify and track data critical for making decisions on assets repairs/replacements
 - Maintain financial responsibility to customers and stakeholders and identify opportunities to optimize revenue
- 3. Be an adaptable organization that provides dependable service at the optimum operations efficiency**
- Develop strategies to ensure that the cost and reliability for meeting service levels for the Fulton County assets are met
 - Establish an organizational culture of being a dependable service provider
 - Establish a pattern of being a trusted service provider
- 4. Maintain system reliability using centralized performance management systems**
- Assign all assets a minimum performance limit and target for maintaining system reliability
 - Develop a performance management process using service levels with supporting key performance indicators (KPIs) or metrics in order to determine if each service level was met
- 5. Establish organizational excellence by recognizing the importance of active planning and continuous improvement**
- Use CIS and CMMS data to meet business goals, providing access to staff, gathering data that supports the business strategy of continuous improvement, and supporting data-driven decisions that are auditable and repeatable

1.5 COUNTY OBJECTIVES

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

- Simplify the process of meeting the customer level of service goals
- Improve operational efficiency and optimize the life-cycle cost of assets
- Implement a mission critical business information systems without any service disruptions or loss of revenue
- Replace Fulton County's current mainframe based CIS application.
- Replace Fulton County's current CMMS, comprised of various stand alone software applications.

1.6 Obtaining the RFP

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

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **October 11, 2006 at 10:00 A.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **October 25, 2006 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 Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

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

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person **Malcolm Tyson, Assistant Purchasing Agent, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303, (404) 730-5811 or malcolm.tyson@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 and Contract Compliance to submit any questions and suggestions to.

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

Owner – Fulton County Government

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

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

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 **October 13, 2006 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to

respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

Fulton County Department of Purchasing and Contract Compliance
Attn: Malcolm Tyson
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: malcolm.tyson@co.fulton.ga.us
Phone: 404-730-5811

RE: CIS & CMMS Software and Hardware Implementation Services

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.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge 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 term, with two (2), one (1) year renewal options.

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
- Printed response to Requirements Questionnaire included in the Appendix
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
 - Certification Regarding Debarment
 - Non-Collusion Affidavit of Bidder/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 Public Works/Finance/Information Technology Department 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. The Proposer shall provide information the County deems necessary to make this determination. 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 Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

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.

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- 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 WAGE CLAUSE

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

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

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

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the user department, or designated representative of the department.

**FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT
COMPLIANCE**

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

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

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

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract
Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

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

Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

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

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

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

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.

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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.

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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.

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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 **October 25, 2006** at **11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 06RFP52391YC
Fulton County Department of Purchasing and Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, printed response to the Requirements Questionnaire contained in the Appendix, 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 06RFP52391YC
Software and Hardware Implementation Services
[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

3.3.1 General

The CIS and CMMS are to be installed and operated under the following conditions:

- Fulton County will operate the CIS and CMMS with an in-house data center
- The Proposer will provide on-going support for the CIS and CMMS software and service components
- Fulton County will own the software and hardware licenses
- Fulton County will work with the Proposer to implement the steps necessary to move onto the new CIS and CMMS systems
- All non-essential “go-live” enhancements and interfaces will be identified and made available for subsequent projects
- Product configuration rather than product modification will take precedence

- Fulton County will consider altering its business processes to fit the new workflows instead of implementing custom software

3.3.2 New CIS Solution

The Proposer must provide a CIS that is equipped to facilitate handling customer calls; viewing customer account status (including account number, meter number, and meter reading date) using an interactive voice response (IVR) system; producing bills and collecting payments from customers from a variety of sources; generating service requests to the County's CMMS and viewing Work Order status.

Category	Functional Group	# of Primary Users
CIS	Account Management/Billing	12
CIS	Collections	8
CIS	Meter Field Services	8
CIS	Customer Service/Transfers Section	17
CIS	Management	5
CIS	Public Works	5
CIS	Court	5
<i>CIS User Subtotal</i>		55

3.3.2.1 CIS Interfaces

It is intended that the new CIS system will be used by several groups that will require interfaces to different systems. Existing and potential future interfaces are indicated in Figure 4 on the next page. Required interfaces are indicated with a (*).

- Electronic Billing and Payment Process (EBPP)
- Interactive Voice Response (IVR)
- Internet - for customer website access*
- Fulton County Tax Assessor Database
- RADIX – Fulton County Meter Reading System*
- Geographic Information System (GIS)
- Computerized Management and Maintenance System (CMMS)*
- Payment/Credit Cards*
- Wachovia Bank*
- DATAMATX – Bill printing and mailing system*
- AMS Financial System (General Ledger)

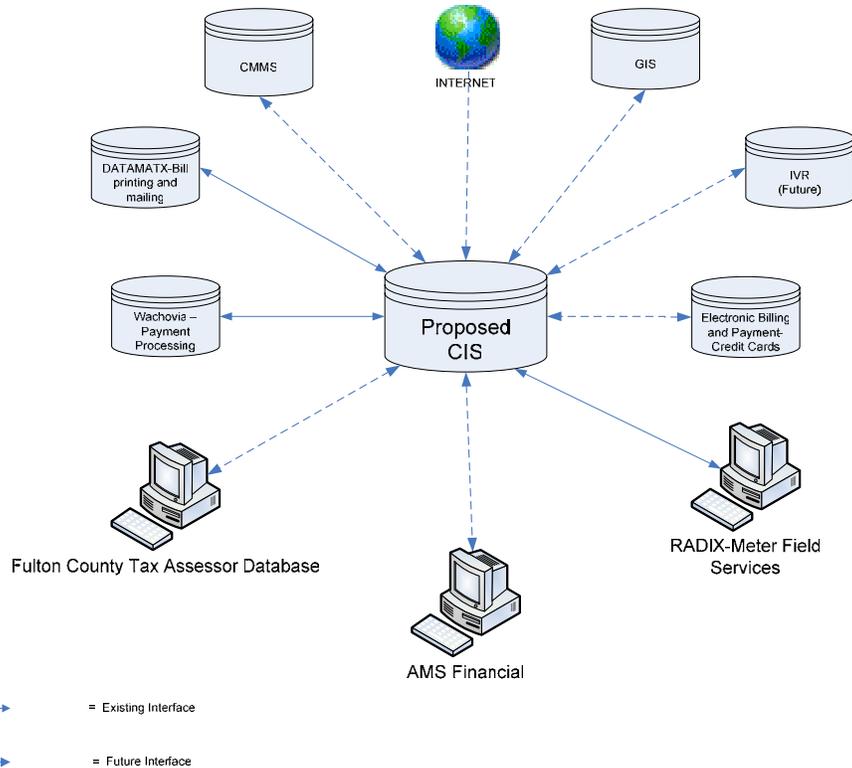


Figure 4 - CIS Interfaces

3.3.2.2 CIS Functions

At a minimum, the Proposer must provide a CIS that has functionality as listed below:

General

- Supports records for multiple business entities
- Provides default field values for data entry with override capacity
- Supports the following output options: screen display, HTML format, print to file and printer.
- Is accessible via the internet and/or intranet
- Provides configurable drop down options for any optional data requirements

Account Management

Critical Features

Account Identification and Access

- Facilitates creating and closing accounts.
- Identifies accounts by a unique identification number.
- Allows for accounts to be accessed by user-specified search criteria (i.e. account number, customer name, meter number or service address).
- Can flag to indicate account status
- Accounts can be accessed by Old Account Number from previous system.
- Tracks account status over time.
- Can add/update/relocate/delete customers

Account Views

- Displays current and historical customer information that includes water consumption, billings, adjustments, payments, customer inquiries and service requests.
- Provides customer access via the web to show account information and status over time.

Account Adjustments

- Provides ability to automatically apply or prepare user-defined adjustments to accounts
- Sequentially displays approval steps according to user-defined or table-driven parameters.
- Allows for the prompt reversal of fees made to accounts in error (i.e. when a customer has been accidentally connected, disconnected, or transferred to/from an address)
- Allows for funds to be transferred between accounts.
- Allows for miscellaneous credit/debit entry
- Allows for cancel/rebill for multiple billing periods. System must automatically take into account rates and billing components in effect at the time of the original bill.
- Provides a general transaction screen to be used for adjustments or miscellaneous account charges where the transaction type and reason can be recorded along with the financial amount and/or consumption amount.
- Reallocates an amount from the receivable for one service, to the receivable for another service.
- Has the ability to generate check requests for overpaid active and final accounts (in credit status).
- Provides an automated facility to handle checks that have been returned by the bank. This process should reverse the payment and, where necessary, apply an NSF charge to the account, and automatically generate a letter of notification.

Service Address Identification and Access

- Maintains legal parcel and service address information
- Maintains and tracks current and historic information associated with a service address (i.e. meters, customers) over time.
- Maintains and tracks current and historic information associated with a customer.
- Converts old folio/premise identification numbers from the old system to the new system.

Connections/Disconnections

- Allows a system user to add/update/relocate/delete service locations
- Stores connections as identifiable entities so that the CIS can interface effectively with a GIS on various attributes.
- Assigns connections to a valid, indexed entry point so that the Fulton County GIS can access connection data contained in the CIS.
- Forces the previous customer out of the premise and generates a final bill following the initiation of turn-on orders (transfers, regular connect, etc.)
- Defines as many types of Service Requests that are necessary for communication between field and office staff. Service Requests can be created manually or a series of rules can be established so that Service Requests are generated automatically by the system when processes such as service termination, new service initiation, meter re-reads, lock-offs, etc. are executed.
- Provides screens pre-populated with basic account data for Service Requests involving transfers.
- Schedules Service Requests by day and by time period.
- Provides a list of defined resolution codes when a Service Request is closed, that the user can choose from to drive data into related integrated parts of the system.

Billing Management

Critical Features

Billing Production

- Supports batch billing and user-specified billing
- Supports and accepts the input of time-based and volume-based consumption.
- Supports cycle driven, date driven, and event driven (off cycle) billing periods
- Validates consumption
- Estimates and prorates

-
- Calculates bills for printing without over-night processing at the user's request.
 - Facilitates cancel/re-bill activities for multiple billing periods.
 - Provides option for minimum billing
 - Supports staggered billing cycles
 - Supports non-metered billing
 - Calculates simple interest
 - Supports monthly, bi-monthly, and annual billing
 - Supports diverted water billing

Billing Types

- Combines multiple accounts into a single summary bill.
- Creates final bills
- Supports budget billing and installment billing
- Provides capability to expand to include separate billing for stormwater fees
- Supports landlord billing

Bill Formatting

- Verifies due dates printed on a bill with the billing cycle due date or a user-specified due date entered on the bill print screen and will select the appropriate due date without manual intervention.
- Allows for the creation of customer messages that can be printed on customer bills
- Provides automated messaging for predetermined aging/collection criteria
- Allows a user to change bill format
- Indicates any billing exception codes, i.e. estimated, prorated, final
- Allows for billing messages on a select group of accounts with predefined parameters as well as messages for specific customer accounts.

Special Handling and Bill Delivery

- Allows for on-line viewing of a bill that can be printed from a user's computer.
- Allows for a customer to view and print an electronic bill via the web.

Rates Management

- Accommodates various rates structures, schedules (including conservation rate schedules), rates changes which are date effective, fees, surcharges, adjustments, and rate determinants and selects the appropriate rate by date
- Accommodates graduated rates for consumption-based utilities
- Provides for assigning rates by customer or location, allowing for overriding of standard rates.

-
- Allows for billing of multiple rates/multiple meters at a location

Collection and Financial Management

Critical Features

Payment Sources

- Allows for posting of payments received from lock-box, cash drawer, bank draft, or electronic payments
- Can interface with Wachovia Bank

Payment Posting

- Can support manual or automatic payment applications
- Provides automatic check processing capability
- Accommodates deposit processing, returned check processing, and refund processing.
- Supports installment payment options for qualified customers
- Reflects “just in time” without overnight processing.
- Divides a single payment and applies it to multiple accounts as specified by a system user or customer.
- Processes and applies late charges, past-due notices and disconnects and generates various notification letters
- Provides automated controls that eliminate or reduce manual operations to balance the daily transaction
- Automatically posts Accounts Receivable to the General Ledger
- Identifies and flags accounts in bankruptcy, accounts that have a deceased customer, and accounts to which liens have been applied.
- Creates automatic service requests for lock-offs when an account has insufficient funds and cancel a lock-off request as payments are received or a new account is activated.
- Provides receipt printing capabilities
- Provides option to automatically apply unapplied payments
- Includes writer-off/charge-back capability
- Provides account aging reports based on user defined criteria including amount and date aging
- Supports an electronic approval step for the process of making a financial adjustment to an account. Approval process can be configured for required routing and thus accountability.

Collection Criteria

- Identifies and adjusts activities based on established criteria. Develops rules and assigns credit points for differing types of customer behavior.

-
- Provides on-line identification of previous charge-off or bad debt amounts, including on-line skip tracing based upon specified search keys (names, SSN or TIN numbers, driver's license number, etc.)
 - Supports configuration options for payment plans. The system should allow for an extension to the due date to postpone collection activities for accounts with payment agreements and automatically initiate the appropriate process (lock-off) for an account if a customer fails to meet the terms of a payment plan.

Customer Service and Management

Critical Features

Customer Contacts

- Records and manages customer contacts, by type, from various media
- Allows for manual entry of customer contact types. Historical customer contact can be logged through a notes function. A chronological history of contact with the customer can be captured along with the date, time, and user ID of the person entering the notes into the system.
- Accepts unlimited, free form account memos and provides options of drop down screens

Customer Self Service

- Allows a customer to access to his/her account via the internet using a secure customer PIN.
- Allows a customer to review current and historical account information.
- Allows a customer to request service connection/transfer/disconnection and view the status of this request.
- Allows a customer to make a payment to a single or multiple accounts.
- Allows a customer to view an electronic copy of a bill.
- Accommodates account inquiry via an Interactive Voice Response (IVR).
- Allows a customer to obtain account updates or make specific service requests via an IVR (i.e. request service, request a connection/disconnection, and make a payment) and provides appropriate responses in the form of voice, fax, callback, or email.
- Captures incoming telephone numbers from the IVR and update accounts that have no phone number.
- Provides a "Frequently Asked Question's" section.

Customer Marketing

-
- Identifies and extracts target customer groups for customer mailings.

Customer Identification & Access

- Allows a user to add/update/relocate/delete customers
- Identifies and tracks customers independent of an account.
- Generates an application form, pre-populated with account information, to assist a system user in establishing a customer account.
- Links customers to a single or multiple premises including: service address, mailing addresses, 3rd party, temporary addresses, foreign mailing address, etc.

Customer Based Information

- Tracks/retains customer information from one service address (or account) to another
- Displays a summary of all accounts associated with a customer on a single screen and drill-down for details.
- Flags customers with special conditions (elderly, disabled).
- Facilitates the identification and measurement of various parameters that reflect customer service performance and customer satisfaction.

Service Order Management

- Processes, prioritizes, groups, and dispatches service request to various service centers.
- Tracks and displays the status of pending and completed service requests and Work Orders.

Service Order Initiation

- Processes service requests that can be dispatched to a specified work queue including hand-held devices.
- Processes service requests that can generate a Work Order to the CMMS.

Meter Field Services

Critical Features

- Has editing capabilities to allow a user to correct minor problems so a bill can be processed.
- Can conduct mass billing cycle changes to groups of accounts to facilitate route restructuring/balancing.

Interfaces

- Can upload meter reading data from RADIX via a shared file or directly to the CIS for editing and billing.

-
- Can upload meter reading data from Neptune AMR system.

Estimated Reads

- Estimates reads by Zone, route, and book number or individual account.
- Validates consumption, process meter reads, and track unauthorized usage.

Interactive Voice Response IVR

IVR is a technology that Fulton County will be utilizing to automate the interaction with customers calling into the County via telephone. The objective of the IVR is to reduce the cost of handling customer call and to provide the answers to customer's routine questions 24 hours a day.

The Proposer must provide an interactive voice response, or IVR, to facilitate handling customer calls. The IVR will be a computerized system that allows a person, typically a customer, to select an option from a voice menu and otherwise interface with the CIS application. The IVR solution should include pre-recorded voice prompts and menus to either present customer information or provide them with options using their touch-tone telephone keypad. The IVR will not require the use of any voice recognition capabilities.

The IVR solution will enable customers to retrieve information including account balances, hours of business, service order status, and additional phone numbers for services. Additionally, the IVR solution will be used to place outbound calls to deliver or gather information for service appointments, past due bills, and other time critical events and activities.

The Proposer will deliver an IVR solution for Fulton County and must specify their approach for the following:

Critical Features

- Database Access and Update
- Text To Speech Software (TTS)
- Mix Messages and Text
- Programming Wizard for Fast Development
- Multiple IVR Scripts
- Play Message and Prompt
- Interactive Voice Response Phone Key Input
- Play Music On Hold
- Call Outside Line and Transfer Call

-
- Call Outside Line and Prompt for Input
 - Connect Caller to Outside party
 - Record Caller Message and Store
 - User Navigation and Selection
 - IVR Voice Mail
 - Route Caller to Selected IVR Agent Groups
 - Response Logging and Reports

IVR Platform

The Proposer must specify the IVR platform which will include the server and operating system, hardware, and software platforms on which the IVR solution will run. The IVR platform must be able to play and record prompts and gather touch-tone input. The IVR platform is not required to perform speech recognition, but will require text-to-speech where the IVR solution translates text into spoken output for callers. The IVR Platform must also be able to transfer IVR calls to any telephone or customer support representative within Fulton County Finance Department or the Public Works Department.

IVR Application

The Proposer will provide and install an IVR Application that will control and respond to calls on the IVR platform. The IVR program must interface with the Proposed CIS application. The IVR application must be able to direct the IVR platform to prompt callers, gather input, and transfer callers to other phones. The IVR application must also be able to connect to or call on the CIS back-end database and CIS application servers to retrieve records and information required during the course of a customer call.

Back-end Server Requirements

The Proposer will provide support to the County in selecting back-end server hardware and related operating system (OS) software that may be required for the IVR solution. The back-end server will include databases, application servers, and any required 3rd party information services and solutions. The Proposer must identify all server hardware, software and services required to implement and operate the integrated system.

Telephony Infrastructure Support

The Proposer will work with Fulton County Information Technology Department (ITD) to implement the telephony infrastructure that may include telephone lines, call switching equipment, and call center Automatic Call Distributors (ACD's).

Telephone lines for IVR may be standard analog lines, digital T1, or digital ISDN lines. These lines will be connected on one side to the IVR platform

and, on the other, to call switching equipment including Telco switches, Voice over IP gateways, and the Fulton County PBX's; and in some cases, directly to call centers via an ACD.

Other

Critical Features

Geographic Information System (GIS)

- Has the ability to invoke the Fulton County GIS and other external systems via a hyperlink, and pass parameters in the URL query string. The Fulton County GIS could be called with a HTTP URL, passing an operation code and feature id (connection id, parcel id, etc.) in the query string.
- Has the ability to interface with a GIS using service address, parcel identification number, connection identification number, etc. as indexed access paths.

Reporting

- Supports the development of user-customizable report output options: sort information by multiple fields as chosen by a user, minimize information selection based on multiple field criteria, multi-level totaling as defined by a user
- Includes standard reports for the following: billing registers, exception reports, accounts receivable, transaction management, service requests, miscellaneous historical reports.
- Allows a user to sort meter reading exceptions and billing calculation exceptions from highest to lowest amounts for a Pre-Bill Exception Report
- Provides a report (or alert mechanism) when consumption is detected on a service that is not expecting consumption, i.e. service is locked-off, there is no tenant, etc.
- Allows for user to define "ad hoc" queries and reports
- Allows a user to generate and view a report on-line before printing
- Allows a user to view a report by selecting transactions by any combination of date ranges, transaction types, user ID, etc.
- Prints a cash drawer audit report that describes cash received daily. This report would include time, date, payment type, receipt numbers, amounts due, amounts tendered.

3.3.3 New CMMS Solution

The Proposer must provide a CMMS that is equipped to receive incoming work/service requests; generate Work Orders; and track Work Orders, parts, materials, and other resources. The Proposer must provide the

ability to use integration tools to facilitate data sharing across systems with the County's CIS and GIS.

Category	Functional Group	# of Primary Users
CMMS	Sewer Maintenance	7
CMMS	Distribution System Maintenance	7
CMMS	Warehouse-Purchasing Management	8
CMMS	Administration and Support Staff	5
CMMS User Subtotal		27

3.3.3.1 CMMS Interfaces

The CMMS system will be used by several departments within Fulton County which will require interfaces to different systems in order to minimize manual efforts. Existing and potential future interfaces are indicated in Figure 5 on the next page.. Required interfaces are indicated with a (*).

- Customer Information System (CIS)*
- Geographic Information System (GIS)*
- Mobile Handheld Units, Bar coding System
- Internet – For Inter-departmental access and use*
- Document Management System
- AMS Financial System (General Ledger)
- Inventory Management System (If separate from CMMS)*

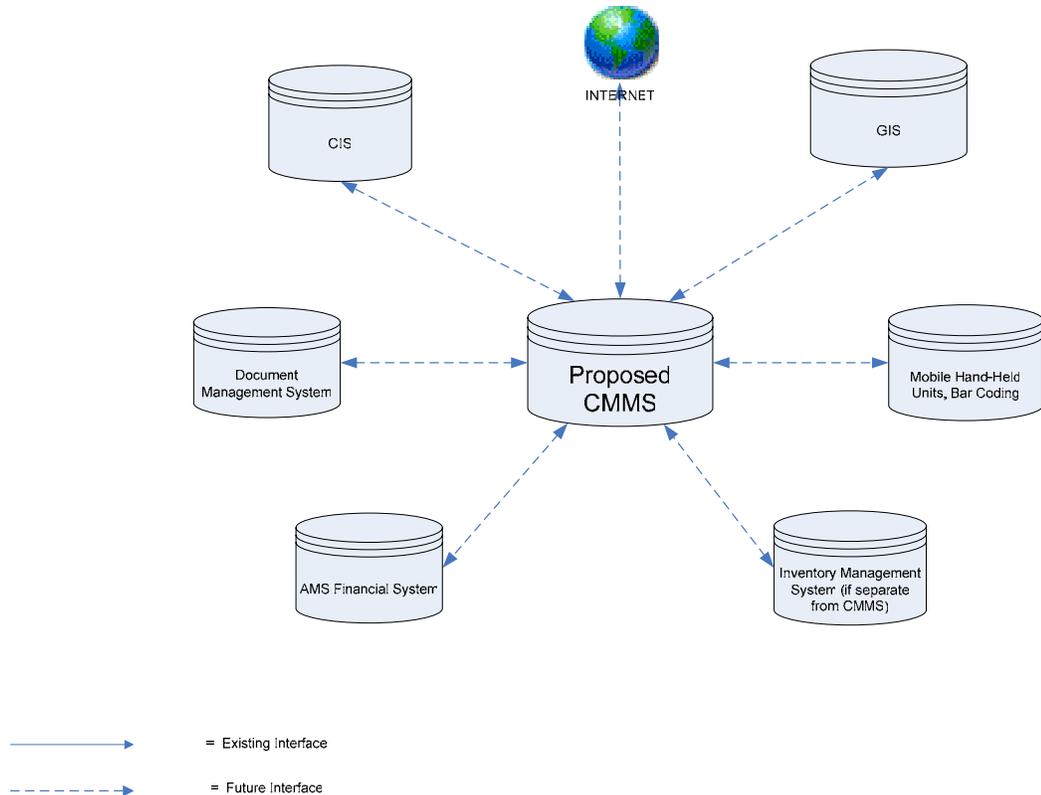


Figure 5 – CMMS Interfaces

3.3.3.2 CMMS Functions

At a minimum, the Proposer must provide a CMMS that has functionality as listed below:

General

- Supports records for multiple business entities
- Provides default field values for data entry with override capacity
- Supports the following output options: screen display, HTML format, print to file and printer.
- Is accessible via the internet and/or intranet

Work Management

The CMMS must be able to prioritize work and schedule work, efficiently allocate resources, and track planned and completed work.

Critical Features

Work/Service Request Evaluation and Approval

- Transmits required data to and from CIS
- Provides Automatic Notification and approval of work/service request and work orders
- Tracks unscheduled (response) maintenance/repairs

Work Planning and Scheduling

- Tracks predictive and scheduled (preventive) maintenance.
- Issues and tracks work assignments or service requests and creates a maintenance history

Work Orders

- Tracks Labor, Equipment and Materials through Activity Based Costing
- Transmits required data to and from GIS
- Links Documents to Work Order

Work Order Completion and Analysis

- Tracks inspection history on all infrastructure
- Records and tracks Work Order history
- Produces reports that identify problem areas, conditions of assets, maintenance costs, etc.
- Tracks costs for budget purposes and capital improvement (Projects) projections
- Supports the following output options: screen display, HTML format, print to file, printer

Asset Management

The CMMS must include a comprehensive asset management application or module that includes all assets maintained in the County's public works system. The CMMS is to be configured to transmit asset information between the CMMS and GIS and must be able to accommodate a third party document management system that provides access to warranty documents, O&M documentation, forms and drawings. The CMMS must have the ability to evaluate assets maintained and make estimates for planning future capital improvement projects as well as determining asset life cycle.

Critical Features

Asset Details and Tracking

- Displays water, wastewater and drainage system assets and work orders in an integrated, real-time GIS environment allowing any of the aforementioned analysis to take place spatially.
- Links associated documents and /or can interface with a document management system.

Inventory Management

The CMMS may contain an inventory management module that can retain stocked spare parts and materials data and manage item current balances; reorder points, bin locations, associated Proposer(s) and cost; monitor transactions and track the usage history of critical spare parts and materials; and integrate with handheld devices and bar coding technology for inventory transactions and auditing. If the CMMS does not have an inventory management module, the Proposer must supply a 3rd party inventory management system.

Critical Features

Issue/Transfers>Returns

- Assigns resources from inventory to an asset, a Work Order, and to a specific crew and location. Ensure that requested materials and spare parts are readily available or can be obtained within an acceptable time period
- Tracks inventory transaction activities
- Removes a rotating asset (e.g. meter) from a location/return to inventory

Inventory Audit

- Performs usage analysis and prioritize items within the system
- Interfaces with bar coding and handheld technology
- Tracks changes to item current balance, location and cost

Reorder Materials and Spare Parts

- Associates multiple Proposers and manufactures with an item.
- Sets item reorder point and flag parts requiring reorder automatically.
- Automatically updates item current balance upon receipt of reordered items.

3.3.4 System Integration

The Proposer must provide all CIS and CMMS software components

required for a successful installation of an integrated system and provide for ongoing operation. The Proposer must supply all components (CIS software, services, etc.).

3.3.4.1 System Implementation Plan

The Proposer shall prepare a System Implementation Plan that includes a detailed description of the following (except for the schedule):

- **Project Management Plan** – The Proposer will submit a detailed plan showing how the project will be managed including key project team members in addition to the Project Manager. This plan will include any requirements that the Proposer has for the County or any expectations of the County Staff that are necessary to complete the system implementation.
- **System Implementation Schedule** – The Proposer will submit a detailed System Implementation Schedule using Microsoft Project. The schedule should at a minimum track all tasks listed in Exhibit C – Implementation Schedule Tasks. The Proposer shall provide a short narrative of each task as it relates to the project, including task that the Proposer expects the County to perform. A final System Implementation Plan will be mutually agreed between the successful Proposer and the County when a Proposer is selected.
- **Data Security Plan** – The Proposer will submit a data security plan to ensure that Fulton County’s data or software systems will not be compromised during the implementation of this project.
- **Master Test Plan** – The Proposer will certify, in writing, to the County that the software is installed and ready for testing (Go-Live). The County will have 90 days to notify the Proposer, in writing, of any specific deficiencies or issues with the system and will expect a resolution within 30 days of disclosure of the deficiency. Fulton County will expect the Proposer to perform the following test to their satisfaction. The Master Test Plan will be a compilation of two documents; the Integration Test Plan, and the Regression Test Plan:
 - Integration Test Plan - a description of how the system will be tested. It is contain a checklist of all functions and their desired results. In any available case, test data should be described with the desired result, so that testing can verify that calculations and data manipulations are producing the desired results. This list will be used for functional testing of the system by the County.

-
- Regression Test Plan - will be used if the project requires there to be modifications to any system already in-use by the County. Regression Testing must ensure that the changes to any affected systems do not impact the daily work of those that use them. The Regression Test Plan must be well defined and have to reach out to any User Group that interacts with the modified system
 - **Data Migration Plan** – Fulton County requires the services of the selected Proposer to extract data from existing data files and load the data into the CIS and CMMS. The Proposer will be required to submit a plan for migrating data from the County’s legacy systems into the new CIS and CMMS systems. This plan should include timeframe, method of migration, recovery plan and data validation process. The County will provide CUBIS data to the Proposer for purposes of data migration. The file output from a dump operation would be a series of ASCII text files, likely non-delimited (so separation character like a comma, space or tab). The Proposer should assume that the numeric fields in the file will be "packed" (compressed) and will need to be decompressed as part of the file creation operation in order to be readable once outside the CUBIS system and that this decompression process is not automatically done when the files are copied.
 - **Change Management Procedure** – The Proposer will submit Change Management Procedures to Fulton County that will describe the process the Proposer will follow in the event there is a change that will adversely impact the project.
 - **Training/Education Plan** - The Proposer must provide a training plan for the proposed CIS and CMMS solution. The plan must include user group levels, course duration, course description and any course prerequisites. Proposed training costs should include the costs of onsite training with a maximum class size of 10 students for hands-on classes. The Proposer will provide “Train the Trainer,” “End User” and “Systems Training.” All training will be conducted in the County.

<u>Estimated Required User Training Student Count:</u>	
Customer Service Representatives	17
Account Management/Billing	12
Collections	8
Meter Field Staff	8

CIS Management	5
Sewer Maintenance Staff	7
Distribution System Maintenance Staff	7
Warehouse – Purchasing Management Staff	8
Administration and Support Staff	5
IT System Administrators	5

- System Cut-Over Plan** – The Proposer must provide a cut-over plan for each new CIS and CMMS process solution. The Proposer should be sure to include the time required, department/staff affected, potential impacts to the affected departments/staff during the cut-over, and safeguards to prevent the loss of data if a problem is encountered during the cut-over.

3.3.4.2 System Implementation Services

The Proposer will provide services to implement a total solution as described in the Proposers System Implementation plan.

Installation Services

The CIS and CMMS system must be in accordance with the submitted System Implementation installation and implementation of the proposed solution. The Proposer must assist the County in establishing a team comprised of management, technical and user resources to be involved in the installation and implementation of the proposed systems and interfaces.

Change Management Services

The Proposer will manage the Change Management Procedure and support Fulton County in its objective of having a “Zero Defect” system. The concept of “Zero Defect” mindset is to find and eliminate as many defects as possible within the system before it is delivered to the County Users. This process requires that the Proposer be dedicated to testing and reviewing all work before it is seen and used by the County. All work produced by the Proposer must go through the Proposers Master Test Plan.

Server Environment

The Proposer will provide support to the County in selecting hardware and related operating system (OS) software that may be required outside of the Proposers system. The County will procure the hardware through a separate contract. The Proposer must identify all server hardware,

software and services required to implement and operate the integrated system. Hardware, RDBMS licensing and OS Licensing will be supplied separately by Fulton County. The hardware platform must be adequate to support required processing requirements and response times. Fulton County uses WinTel blade server technology and has a VMware ESX requirement for Wintel/SQL. Fulton County prefers solutions that match the County's AIX/Oracle standard. The Proposer will state how their solution will conform to the County's requirements. In any discussions with computing hardware Proposers, Fulton County ITD has a requirement that costs be provided for annual on-site hardware maintenance that has the following characteristics:

- 24x7x365 maintenance of all proposed equipment
- 4 hour response time to any hardware call 80% of the time

Software Environment

The standard for the CIS and CMMS system is to use Oracle 10g (or later) database technology and should provide a mechanism by which information can be accessed, manipulated, reported on, or simply queried. As a result, the CIS and CMMS system should provide a facility to easily support user queries and reporting and the Proposer will identify all Oracle RDBMS modules required to implement and operate it.

Additionally, the following are Fulton County IT technology standards for the application:

- Fully Windows XP compliant
- WinTel blade server
- VMware ESX for Wintel/SQL
- AIX/Oracle
- Integrate with MS Office tools
- Microsoft Windows Graphical User Interface (GUI) Standards
- Ethernet-based networks using TCP/IP for client-server communications and communication with other County applications
- Applications that use web browser/web-based technology (http or https)
- Enterprise client/server technology over LAN/WAN application accessibility
- ESRI GIS, ArcGIS, ArcIMS, Arc Pad, ArcSDE current versions
- Autodesk AutoCAD current version, Civil Design current version, Map guide current version
- Trimble GPS units
- Use of handheld mobile devices for field data entry/lookup

Client Environment and Connectivity

Fulton County is not interested in a stand-alone solution, but rather one that utilizes the existing network, and desktop environment. The Proposer must identify in detail the client hardware and software configuration required to implement and operate the CIS and CMMS system. The Proposer is not to provide desktop or connectivity hardware or software. However, the Proposer shall allow for installation services to assist Fulton County in installing any required software on the client.

Product Offering

Fulton County is interested in pursuing proven product solutions that require a minimum level of modification. Fulton County will need to meet critical regulatory-based requirements with product modifications as required and will adapt the business to the product where necessary. The CIS and CMMS system must provide a flexible structure and development environment that will allow for system enhancements in a timely and cost effective manner. The Proposer must identify all product modules required to support the proposed solution. The Proposer must provide system source codes to Fulton County.

3.3.4.3 System Support Services

The Proposer will provide support services to the County during and after the deployment of the integrated system. The Proposer will maintain communications with, and provide the County an opportunity to comment on service, and report any problems with the system that has been used in a 'real world' fashion.

Training/Education Services - The Proposer will provide training plan for the proposed CIS and CMMS solution to the County users as described in the Proposer's Training/Education Plan.

Ongoing Maintenance and Support -The Proposer must provide ongoing system support. Fulton County defines ongoing support as: help desk support, system patches and regular system upgrades based on a defined ongoing maintenance fee.

MILESTONES AND DELIVERABLES

Milestones will be used to measure progress throughout the project. Pay requests will be made only after deliverables associated with each milestone have been accepted.

Listed below are the expected milestones and associated deliverables for this project.

1. Implementation and integration of selected software and hardware.
2. The Vendor will prepare a System Implementation Plan consisting of the following which will be tracked as deliverables during the project:
 - Project Management Plan
 - System Implementation Schedule (Critical Path) (bi-weekly updates required)
 - Data Security Plan
 - Master Test Plan
 - Data Migration Plan
 - Change Management Procedure
 - Training/Education Plan
 - System Cut-over Plan
3. Implement the CIS module and/or system into the department's operational work flow- Fully functional CIS.
4. Implement the billing system module and/or system into the department's operational work flow - Fully functional billing system
5. Implement the CMMS module and/or system into the department's operational work flow - Fully functional CMMS
6. Implement the inventory control module and/or system into Fulton County's operational work flows- Fully functional inventory control system.
7. Create a relational database- Fully functional relational database

-
8. Provide and execute required scripts to convert historical data as specified by user departments (Need to discuss with FC and list specific data (if any) that will be migrated.
 9. New database with all information converted.
 10. Population of database from existing and new sources.
 11. Database documentation of the data model and data logical models including entity-relationship diagrams, complete documentation for scripts or stored procedures and data directories where appropriate. The format of documentation for the logical data model should include drawings.
 12. Detailed system maintenance documentation.
 13. Train personnel- Certification of training completion. Along with key functional departmental staff, the Proposer will conduct application user classes and shall be responsible for the training of all functional departmental staff.

IMPLEMENTATION SCHEDULE TASKS

The estimated duration of this project is 15 months. The final duration of this project shall be determined in coordination with and upon approval of the successful Proposer's implementation schedule. As a minimum, the following tasks should be tracked in the successful Proposer's Schedule

- Critical path schedule
- Project management plan
- Fully functional CIS complete
- Fully functional billing system complete
- Fully functional CMMS complete
- Fully functional inventory control system complete
- Fully functional work order scheduling system complete
- Fully functional relational database complete
- Conversion of existing information to new database complete
Integration of all processes complete
- Training of personnel
- Project Closure

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate capability of installing and implementing a CIS and CMMS solution.

The Technical Proposal shall be arranged and include content as described below: The Requirements Questionnaire, described in Section 3.5, must also be completed and submitted as part of the Technical Proposal.

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 – Project Plan

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

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years work experience in the State of Georgia appraisal contract work.
3. The Project Manager must have a minimum of five (5) years experience in real estate mass appraisal and must have completed a sexennial re-evaluation and a triennial update project within the past five (5) years in the State of Georgia.

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4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
- Name and Title
 - Professional Background
 - Current and Past Relevant Experience
 - Relevant Training
 - Courses completed during past five (5) years
 - Previous Work Experience related to Real Estate mass appraisal in the State of Georgia
 - Include two (2) references for each key personnel member on similar projects.
 - Include the role and responsibilities that each key personnel member will perform on this project.

Section 4 – Relevant Project Experience

In accordance with the minimum qualifications in section 1.4 of this RFP, identify three (3) projects where the Proposer has performed at least three (3) analysis or process reviews of a Property Tax System with entities comparable to Fulton County within the past three (3) years. Such entities include cities and/or counties which provide appraisal and assessment of real and tangible business personal property. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Section 5 – Proposer Financial Information

Proposers will be evaluated on the strength of their Financial Statements. Annual reports include Financial Statements from recent years, which will also be reviewed. The review will focus upon the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements. Ratio Analysis will be included in determining the Proposer's financial strength as well as a review of the sources and uses of funds.

Financial Statement/Capability

In order for the County to evaluate, verify and understand the Proposer's financial capability, the following documentation is requested for the Proposer:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer's most recent Dun & Bradstreet and/or Value Line Reports.
- (4) Documentation and discussion of the financial condition and capability of the Proposer (s).
- (5) State whether the Proposer or any member of the Proposer's team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

Section 6 - Availability of Key Personnel

- (1) Percentage of time key personnel will spend on this project
- (2) Current workload of key personnel

Section 7- Location of Firm

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

3.5 REQUIREMENTS QUESTIONNAIRE

The Proposer will also be evaluated on their response to the County's system application and technical requirements questions. The Proposer must include and name all necessary software required to fulfill the requirements. All software needed to fulfill these requirements must be listed and priced on the Project Cost Sheet.

It must be fully understood that Fulton County considers this document and the proposal to be the legally binding agreement of the capabilities of the proposed solution and service(s).

To assure that misrepresentation of the Proposer's product(s) does not occur, Proposers must seek clarification of any requirement that they do not understand from the County as described in Section 2.3 NO CONTACT DURING PROCUREMENT PROCESS. Misunderstandings resulting in an improper response to any part of this document may be reason to deem the Vendors proposal as non-responsive.

The Proposer will be able to record their answers on a database and print out their responses by downloading and printing a PDF file. The location of the requirements survey is:

<http://fultoncounty.360works.com/fmi/iwp>

Access to the site requires a user ID and Password. Contact Malcolm Tyson via email at malcolm.tyson@co.fulton.ga.us for the log-in information.

The Proposer will ensure, at minimum, that all requirements that are responded to with a code of 'Yes' will be available for the system demonstration and user system-testing phase of the project. The Proposer is encouraged to include comments where ever the vendor believes this will help the County understand the Proposer's response. This includes both 'Yes' and 'No' responses. All questions must be answered. If the Proposer fails to answer a question, Fulton County reserves the right to disqualify the Proposer.

1. There are questions related to both the CIS and CMMS.
Complete the answer to all questions within each category identified on the tab labels.
2. Please answer all questions with either a "Yes" or "No response.
Any additional information may be added to the comments field.

3. If there are questions that are not clear or which may be misunderstood, answer with “No” and provide a reason in the comment field.
4. Upon Completion of the Requirements Survey, **PRINT AND SUBMIT THE SURVEY WITH THE PROPOSAL SUBMISSION IN BOTH A PRINTED AND ELECTRONIC FORMAT.**

3.6 COST PROPOSAL FORMAT AND CONTENT

The Price Proposal shall be provided in a **separate sealed envelope**. The Price 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 Price Proposal Forms

The Proposer is required to complete **all** of the Price Proposal Forms included in Section 3 of the RFP. Section 3 provides a description of the Price Proposal Forms.

No.	Task	Total Cost
I.	Total Software costs (*)	
II.a.	CIS Software System	
II.b.	IVR Platform	
III.a.	CMMS Software System	
III.b.	Inventory Management System (If Applicable)	
IV.	System Implementation Plan	
V.	System Implementation Services	
VI	System Support Services	
VII.	Annual Maintenance Support	
VIII.	Maintenance Costs for 1 st Year	
	TOTAL PROPOSED COST	

Please Attach A Full Description of the Proposed Approach and Cost Breakdown for Each Task I – VIII.

(*) A breakdown of all software costs supplied as part of this proposal is required. Only list the Hardware and Software that is being supplied directly as a part of this proposal in the breakdown listed for Tasks I and VII.

Detail any required additional hardware or software that Fulton County must obtain separately, or that is assumed to be currently owned by Fulton County, from this proposed cost. Please include a clearly marked additional breakdown of required/assumed hardware and software as part of the cost proposal. Failure to outline the required additional hardware and software, as well as assumed hardware and software will be considered a failure to respond.

Please provide a detailed breakdown of what the specific additional costs would be for adding a new user to the system for each potential 'role' in the system, such as, GIS Analyst, Customer Service Representative, Maintenance Worker, Field Worker, Planner/Scheduler, etc.

Additionally, please detail the costs of training for additional work-force, as well as a complete detail of costs for maintenance for each year for the 4 years following the initial year of installation. Provide an estimated cost for future system upgrades and transition to a new system version within the next (5) years.

No.	Description	Cost
I	Price per additional concurrent user, or desktop user	
II	Price per unit for additional 3 rd party software	
III	Price for any required additional 3 rd party software	
IV	Maintenance Contract Cost per year	
V	Price for additional training per class (Max 10 Persons)	

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

Selection will include an analysis of proposals by a selection committee composed of three (3) members from applicable user departments and two (2) Purchasing Staff with technical advisory staff to ensure responses meet the County’s minimum technical requirements. The committee will report its findings and recommendations to the Assistant Director of Public Works for Water Services who shall then make a recommendation to the members of the Fulton County Commission.

The County will require that selected Proposers perform a CIS and CMMS solution demonstration. These demonstrations are to display the Proposer’s capabilities as it pertains to Fulton County’s requirements for a complete CIS and CMMS solution. The demonstrations will be performed at the invitation of Fulton County. Requests for demonstrations or site-visits will be sent to Proposers after the defined proposal submission date.

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

EVALUATION CRITERIA

	Evaluation Criteria	Weight
A.	Related Experience and past performance	20%
B.	Key personnel experience specifically associated with utility systems and the availability of each to this project.	20%
C.	Project Approach and Schedule in compliance with system requirements, potential benefits associated with respondent’s unique knowledge and experience with Customer Information Systems and Computerized Maintenance Management Systems specifically associated and utility work. Provide a project schedule.	35%
D.	Location of Respondent’s Office within Fulton County	10%
E.	Financial Responsibility	5%
F.	Cost	10%
	TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

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

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit of Bidder/Offeror Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements
Procurement Affidavit Form 4	Disclosure Form and Questionnaire

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.

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form 4, which requests disclosure of business and litigation.

CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

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

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

three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

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

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the



Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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)

OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

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

LITIGATION DISCLOSURE:

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

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

-
- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?
- Circle One: YES NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?
- Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?
- Circle One: YES NO
5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2005

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2006

(Notary Public) (Seal)

Commission Expires _____
(Date)

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 Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of

payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

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

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

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report

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

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 Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

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

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

Products\Completed 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** Each Occurrence - \$1,000,000
(Required if respondent providing bid/quotation for professional services).

7. **FIDELITY BOND**
(Employee Dishonesty) Each Occurrence - \$ 100,000

8. **BUILDERS RISK: *If the bid/quotation involves construction-related services the respondent will provide*** "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

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

Such certificates and notices shall be sent to:

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

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act

arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

**SECTION 8
SAMPLE CONTRACT**

Index of Articles

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ARTICLE 42. WAGE CLAUSE

CONTRACT AGREEMENT

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

This Agreement made and entered into effective the _____ day of _____, 20__ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as "**Consultant**".

WITNESSETH

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

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

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- IV. Exhibit B: Special Conditions [where applicable];
 - V. Exhibit C: Scope of Work
 - VI. Exhibit D: Project Deliverables;
 - VII. Exhibit E: Compensation;
 - VIII. Exhibit F: Office of Contract Compliance Forms;
 - IX. Exhibit G: Insurance and Risk Management Forms

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

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

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

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT:**

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

ARTICLE 4. **SCOPE OF SERVICES**

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

ARTICLE 5. DELIVERABLES

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

ARTICLE 6. SERVICES PROVIDED BY COUNTY

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

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

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

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

ARTICLE 9. **CONTRACT TERM**

[Insert contract term and any renewal options]

ARTICLE 10. **COMPENSATION**

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

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

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 12. **SUSPENSION OF WORK**

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

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

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

ARTICLE 13. DISPUTES

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

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part

thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

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

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

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

ARTICLE 16. **WAIVER OF BREACH**

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

ARTICLE 17. INDEPENDENT CONTRACTOR

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

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

ARTICLE 20. ACCURACY OF WORK

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

ARTICLE 21. REVIEW OF WORK

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

ARTICLE 22. INDEMNIFICATION

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

Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

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

ARTICLE 23. **CONFIDENTIALITY**

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

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

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

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

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the **[Insert User Department Representative for project]**. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by

Consultant and registered in the name of the **[Insert User Department Representative for project]** , if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or **[Insert User Department Representative for project]**. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. **ASSIGNABILITY**

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

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 31. **AUDITS AND INSPECTORS**

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without

Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

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

ARTICLE 33. **VERBAL AGREEMENT**

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

ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

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

With a copy to:

Fulton County Department of Purchasing
Purchasing Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Facsimile: (404) 893-6273
Attention: Jerome Noble

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Facsimile:

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

ARTICLE 35. JURISDICTION

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

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

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

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

ARTICLE 38. **OPEN RECORDS ACT**

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

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

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

ARTICLE 40. INVOICING AND PAYMENT

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

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

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

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

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

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

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are

reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

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

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

ARTICLE 41. NON-APPROPRIATION

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

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

ARTICLE 42. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any

association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[Insert Consultant Company Name & Title]

Karen Handel, Commission Chair
Board of Commissioners

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Rosalind Ray, Chief Appraiser
County Board of Tax Assessors

ADDENDA

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

EXHIBIT A

GENERAL CONDITIONS

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

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

EXHIBIT B

SPECIAL CONDITIONS

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

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

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

EXHIBIT D

PROJECT DELIVERABLES

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

EXHIBIT E

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet and include with the **Sealed Cost Proposal**.

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

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

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

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

1. Insurance and Risk Management Provisions from Solicitation Document

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

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

**SECTION 9
EXHIBITS**

There are no additional Exhibits included as part of this RFP.

SECTION 10 APPENDICES

- **Requirements Questionnaire**
- **Acronyms and Glossary**

Requirements Questionnaire

The Proposer will be able to record their answers on a database and print out their responses by downloading and printing a PDF file. The location of the requirements survey is:

<http://fultoncounty.360works.com/fmi/iwp>

Access to the site requires a user ID and Password. Contact Malcolm Tyson via email at malcolm.tyson@co.fulton.ga.us for the log-in information.

The Proposer will ensure, at minimum, that all requirements that are responded to with a code of 'Yes' will be available for the system demonstration and user system-testing phase of the project. The Proposer is encouraged to include comments where ever the vendor believes this will help the County understand the Proposer's response. This includes both 'Yes' and 'No' responses. All questions must be answered. If the Proposer fails to answer a question, Fulton County reserves the right to disqualify the Proposer.

1. There are questions related to both the CIS and CMMS. Complete the answer to all questions within each category identified on the tab labels.
2. Please answer all questions with either a "Yes" or "No response. Any additional information may be added to the comments field.
3. If there are questions that are not clear or which may be misunderstood, answer with "No" and provide a reason in the comment field.
4. Upon Completion of the Requirements Survey, **PRINT AND SUBMIT THE SURVEY WITH THE PROPOSAL SUBMISSION IN BOTH A PRINTED AND ELECTRONIC FORMAT.**

The Requirements Questionnaire is also available as a separate document. The Questionnaire is in a Microsoft Excel Format

ACRONYMS

Acronym	Definition
AAA	Authentication, Authorization and Accounting
ACL	Access Control List
ADSL	Asymmetric Digital Subscriber
AM	Asset Management
ASP	Application Service Provider
BCE	Business Case Evaluation
BS	Billing System
CAD	Computer Aided Design
CIS	Customer Information System
CM	Corrective Maintenance
CMMS	Computerized Maintenance Management System
CMOM	Capacity, Management, Operations and Maintenance
CUBIS	Customer Utility Business Information System
DR	Disaster Recovery
DS3	Data Signal Level 3
EM	Emergency Maintenance
EPA	United States Environmental Protection Agency
ERP	Enterprise Resource Planning System
FC	Fulton County
FMEA	Failure Modes and Effects Analysis
FTP	File Transfer Protocol
GASB	Government Accounting Standards Board
GIS	Geographical Information System
GPS	Global Positioning System
GUI	Graphic User Interface
HBA	Host Bus Adapter
HTTP	Hypertext Transfer Protocol
ISP	Internet Service Provider
IT	Information Technology

Acronym	Definition
IVR	Interactive Voice Response
KPI	Key Performance Indicator
LAN/WAN	Local Area Network/Wide Area Network
LIMS	Laboratory Information Management System
LOS	Level of Service
MTBF	Mean Time Between Failures
NAS	Network Attached Storage
NPDES	National Pollutant Discharge Elimination System
OC-3	Optical Carrier Level 3 Operations and Maintenance
O & M	Operations and Maintenance
OCN	Optical Carrier Network
PM	Preventive Maintenance
PMT	Program Management Team
QA/QC	Quality Assurance Quality Control
RADIUS	Remote Authentication Dial-In User Service
RCM	Reliability Centered Maintenance
RDBM	Relational Database Management
RFB	Request for Bid
SAN	Storage Area Network
SCADA	Supervisory Control and Data Acquisition
SMB	Server Message Block
SONET	Synchronous Optical Network
SQL	Structured Query Language
TCP/IP	Transport Communication Protocol/Internet Protocol
VLAN	Virtual Local Area Network
VOIP	Voice Over Internet Protocol
VPN	Virtual Private Network
WBS	Work Breakdown Structure
WMS	Work Management System

GLOSSARY

AAA – short for Authentication, Authorization and Accounting. Usually the function of a security access subsystem using the RADIUS protocol.

ACL – Access Control List, a method implemented in various Cisco devices to accept/reject/log network data passing through the device on the basis of a policy of rules

ADSL – Asymmetric Digital Subscriber Line (ADSL) is a data communications technology that enables data rates similar to a T-1 over residential telephone lines

AIX – a network operating system proprietary to IBM

AMS – Proposer name, Fulton County Financials System

APC – Proposer name, manufacturer of data center equipment racks and redundant battery- powered supplies

ASP – application service provider, provides a managed application to an organization

Backlog – the total number of estimated man-hours, by craft and priority, of work required to complete all identified but incomplete planned and scheduled work. Used as an index in determining how well maintenance is keeping up with the rate of work generation.

Billing System (BS) – an information management system for managing customer billing.

CGI-AMS – Proposer for Fulton County's AMS system, an enterprise resource planning system.

Computerized Maintenance Management System (CMMS) – an information management system for work and asset management. These systems help facilitate the management of maintenance and equipment for an organization.

Corrective Maintenance – work implemented to correct a problem. It can be in response to an emergency, urgent or planned work.

Customer Information System (CIS) – an information management system for managing customer and account data. A CIS may also contain a billing system.

DR – Disaster Recovery, location where spare/redundant equipment is installed for contingency access service.

DS3 – data signal level 3 telecommunications carrier line with a data transmission rate of 44.736 megabits per second.

EMC – Proposer name, storage array subsystem Proposer.

Emergency Repairs – immediate repairs needed as a result of failure or stoppage of critical equipment during a scheduled operating period. Imminent danger to personnel or customer and extensive further equipment damage as well as substantial production loss will result if equipment is not repaired immediately.

EMULEX – SAN host bus adapter Proposer.

Enterprise Asset Management (EAM) – an information management system for managing assets. An EAM and CMMS are interchangeable and serve the same purpose with both designed to have the same core functionalities. The only difference is that the EAM is structured to communicate with several external systems that contribute to managing the organizations assets (i.e. GIS, Financial Management Systems and CIS).

Equipment Repair History – the chronological listing of significant repair actions performed on key units of equipment so that chronic, persistent problems can be identified and corrected.

ESRI – a GIS system software Proposer.

FTP – File Transfer Protocol, a protocol used for transmitting data files over a TCP/IP-based network.

GPS – Global Positioning System, a satellite-based system for plotting the geographic location of a transmitter-equipped object.

HBA – host bus adapter, typically used for storage subsystem access.

HTTP – Hypertext Transfer Protocol, the method used to transfer or convey information on the World Wide Web from web servers to client browser software.

H2OBenchmark – product name, database-driven management program published by Engsoft.

IBM – server systems and software Proposer.

INET – Fulton County IT’s term for their synchronous optical network wide area network implementation.

Inventory Control System – an information management system or module used for tracking and managing the use, storage and purchasing of parts and materials. This system is usually a module or component within a CMMS, EAMS, or Financial Management System.

LC – a type of fiber optic cable connector.

Materials – the parts and supplies used to maintain and repair plant equipment and facilities.

Megabit – a unit of data transfer (1024 bits, with each bit being composed of a value of “0” or “1”), typically measured in seconds.

MP2 – a CMMS product used at the Big Creek water reclamation plant.

NAS – network-attached storage, typically presented to systems as an external file share to client systems.

OCN – Optical Carrier Network, a switching technology based on optical instead of electrical properties for providing network functions.

OC-3 – optical carrier level, in this case “3” denotes a network line with a data transmission rate of up to 155.52 megabits per second.

Performance Indicators – ratios, graphs, etc., which convey, at a glance, short-term accomplishments versus long-term trends.

PIX – Cisco’s mainstream firewall product family.

Planner/Scheduler – a staff position that acts as the liaison with operations for non-emergency work; maintains equipment history in CMMS as detailed and complete as possible; provides detailed work/job plan instructions; determines necessary parts, tools, & equipment for planned jobs. This person establishes reasonable labor estimates on jobs and coordinates equipment downtime with operations. In addition, publishes negotiated weekly maintenance schedule and reports on performance versus goals.

Predictive Maintenance (PdM) – the use of instruments and analysis to predict failure before it takes place, based on a change from normal conditions.

Preventive Maintenance (PM) – scheduled or periodic maintenance performed to prevent equipment and/or facility failures.

QLOGIC – SAN host bus adapter Proposer.

RADIUS – Remote Authentication Dial-In User Service is a protocol for applications such as network access.

RADIX – Proposer name, meter reading software.

Relational Database Management (RDBM) – an approach for integrating system databases using a unique identifier. These databases are common in an enterprise asset management system environment.

RFB – request for bid, a proposal review process.

SAN – storage area network, a method of handling data storage over a network and presenting it in place of individual hard disk units within client systems.

SC – a type of fiber optic cable connector.

Service Request – an informal document or electronic entry for requesting unscheduled or emergency work or a format for requesting all maintenance work.

SMB – Server Message Block, a protocol used for transmitting data on networks between Microsoft-based clients and servers.

SONET – Synchronous Optical Network, a standard for communicating digital information using lasers or light emitting diodes over optical fiber.

T-1 – a telecommunications carrier data line with a data transmission rate of up to 1.536 megabits per second.

UMS – RADIX's utility management system product.

VLAN – virtual local area network, a method of isolating the traffic within a network so as to appear on 2 or more different networks within the same hardware.

VPN – virtual private network, a method for providing remote access to a network from a remote site/computer.

Work Order – a formal document or electronic entry for planning and scheduling preventive or planned work.

XC2 – product name, backflow prevention maintenance tracking software published by Engsoft.

3U/4U – a measurement of equipment rack space that a give device will take up. Each “U” of space measures approximately 1.5 inches.