



# FULTON COUNTY



REQUEST FOR PROPOSAL NO. 11RFP78810K-JD

**Technology Design Services for Eight (8) New Branch Libraries & Two (2) Library Renovations/Expansions  
for  
Atlanta-Fulton Public Library System  
Capital Improvement Program – Phase 1**

**RFP DUE DATE AND TIME: August 8, 2011 11:00 A.M.**

**RFP ISSUANCE DATE: June 13, 2011**

**PRE-PROPOSAL CONFERENCE DATE July 18, 2011**

**PURCHASING CONTACT: Joyce Daniel at 404-612-5824**

**E-MAIL: [joyce.daniel@fultoncountyga.gov](mailto:joyce.daniel@fultoncountyga.gov)**

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

**Technology Design Services for Eight (8) New Branch Libraries and Two (2)  
Library Renovations/Expansions  
REQUEST FOR PROPOSALS #11RFP78810K-JD  
TABLE OF CONTENTS**

**Section/Page**

**SECTIONS 1-10**

<b>1.0</b>	<b>INTRODUCTION .....</b>	<b>1-1</b>
1.1	Purpose.....	1-1
1.2	Description of the Project.....	1-1
1.3	Background.....	1-2
1.4	County Objectives.....	1-3
1.5	Purchasing the RFP.....	1-4
1.6	Subcontracting Opportunities.....	1-4
1.7	Pre-Proposal Conference.....	1-4
1.8	Proposal Due Date.....	1-4
1.9	Delivery Requirements.....	1-4
1.10	Contact Person and Inquiries.....	1-5
<b>2.0</b>	<b>INSTRUCTIONS TO PROPOSERS .....</b>	<b>2-1</b>
2.1	Procurement Process .....	2-1
2.2	Contract Definitions.....	2-1
2.3	No Contact During Procurement Process .....	2-2
2.4	Clarification and Addenda .....	2-3
2.5	Term of Contract/Multi-Year Contract Term .....	2-4
2.6	Required Submittals.....	2-4
2.7	Proposal Evaluation .....	2-4
2.8	Disqualification of Proposers.....	2-4
2.9	Reserved Rights.....	2-4
2.10	Applicable Laws .....	2-5
2.11	Minimum Participation Requirements for Prime Contractors .....	2-5
2.12	Insurance and Risk Management.....	2-5
2.13	Accuracy of RFP and Related Documents.....	2-5
2.14	Responsibility of Proposer .....	2-6
2.15	Confidential Information .....	2-6
2.16	County Rights and Options .....	2-6
2.17	Cost of Proposal Preparation and Selection Process.....	2-8
2.18	Termination of Negotiations .....	2-8
2.19	Wage Clause.....	2-8
2.20	Additional or Supplemental Information .....	2-8
2.21	Reporting Responsibilities.....	2-9
2.22	Georgia Security and Immigration Compliance Act.....	2-9
2.23	Authorization to Transact Business.....	2-9
2.24	Right to Protest .....	2-9
2.25	First Source Jobs Policy.....	2-10
2.26	Coordination.....	2-10
2.27	Prohibition of Future Contracts .....	2-10

**Technology Design Services for Eight (8) New Branch Libraries and Two (2)  
Library Renovations/Expansions  
REQUEST FOR PROPOSALS #11RFP78810K-JD  
TABLE OF CONTENTS**

		<b>Section/Page</b>
	2.28 General Requirements .....	2-11
<b>3.0</b>	<b>PROPOSAL REQUIREMENTS</b> .....	3-1
3.1	Submission Requirements .....	3-1
3.1.1	Proposal Submission Date and Submittal Format .....	3-1
3.1.2	Number of Copies .....	3-2
3.2	Overview of Proposal Requirements .....	3-2
3.3	Scope of Work .....	3-2
3.4	Technical Proposal Format and Content .....	3-17
3.5	Cost Proposal Format and Content .....	3-22
3.6	Scope of Services To Be Provided By Others .....	3-25
<b>4.0</b>	<b>EVALUATION CRITERIA</b> .....	4-1
4.1	Proposal Evaluation Selection Criteria .....	4-1
<b>5.0</b>	<b>PROPOSAL FORMS</b> .....	5-1
5.1	Introduction .....	5-1
5.2	Proposal Forms Description	
	Form A - Certification Regarding Debarment	
	Form B - Non-Collusion Affidavit of Bidder/ Offeror	
	Form C - Certificate of Acceptance of Request for Proposal Requirements	
	Form D - Disclosure Form and Questionnaire	
	Form E - Georgia Security and Immigration Contractor Affidavit/Agreement	
	Form F - Georgia Security and Immigration Subcontractor Affidavit	
	Form G - Professional License	
	Form H - Local Preference Affidavit of Bidder/Offer	
<b>6.0</b>	<b>CONTRACT COMPLIANCE REQUIREMENTS</b> .....	6-1
6.1	Non-Discrimination in Contracting and Procurement .....	6-1
6.2	Equal Business Opportunity Plan (EBO Plan) .....	6-1
6.3	Determination of Good Faith Efforts .....	6-2
6.4	Required Forms and EBO Plan .....	6-2
	Exhibit A – Promise of Non-Discrimination	
	Exhibit B – Employment Report	
	Exhibit C – Schedule of Intended Subcontractors Utilization	
	Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services	
	Exhibit E – Declaration Regarding Subcontracting Practices	
	Exhibit F – Joint Venture Disclosure Affidavit	
	Exhibit G – Prime Contractor/Subcontractor Utilization Report	
	Exhibit H – Fulton County First Source Jobs Program	

**Technology Design Services for Eight (8) New Branch Libraries and Two (2)  
Library Renovations/Expansions  
REQUEST FOR PROPOSALS #11RFP78810K-JD  
TABLE OF CONTENTS**

	<b>Section/Page</b>
Form 1 – Fulton County First Source Jobs Program	
Form 2 – First Source Jobs Program Information	
Form 2 – First Source Jobs Program Agreement	
<b>7.0 INSURANCE AND RISK MANAGEMENT PROVISIONS .....</b>	<b>7-1</b>
<b>8.0 SAMPLE CONTRACT .....</b>	<b>8-1</b>
<b>9.0 EXHIBITS .....</b>	<b>9-1</b>
Exhibit 1 – Required Submittal Checklist	
<b>10.0 APPENDICES .....</b>	<b>10-1</b>
Appendix 1 – Construction Cost Estimates	
Appendix 2 – FCG Wiring Standards	
Appendix 3 – DoIT Network Equipment Standards	
Appendix 4 – Security Standard Example	
Appendix 5 – Integrated Library Automation System	

---

## SECTION 1 INTRODUCTION

### 1.1 PURPOSE

Fulton County, Georgia (“County”) is seeking proposals from qualified Technology Consulting Firms to coordinate and provide design documents for the Information Technology (IT) systems, Telecommunications, Audio-Visual, Building Security, Library Collection Security and other library technology equipment for Eight (8) New Branch Libraries and Two (2) renovated/expanded libraries. This coordination and design document provision will result in an infrastructure that is a uniform technology (hardware and software) standard for library facilities, and, which organizes and connects each of the ten (10) library projects using current and future County Technology Standards. (See Appendix 2: “FCG Wiring Standards and Appendix 3: “DoIT Network Equipment Standards”) These ten (10) library projects are part of the Atlanta–Fulton Public Library System Capital Improvement Program (Phase-I). The County intends to select one Technology Consulting Firm for all ten (10) Library projects.

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the Technology Design Services for Eight (8) New Branch Library Projects and Two (2) Renovated/Expanded libraries as described in Appendix 1. Information Technology (IT) is defined as, but not limited to Local Area Network (LAN), Wide Area Networks (WAN), Telecommunications, Audio-Visual (AV), Network Attached Security Devices, Building Security, Library Collection Security and other library centric technology.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Technology Design Services for the ten (10) library projects 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 professional Technology Design Services that will result in drawings and specifications required for each of the six (6) phases within the Construction Project Plan for the following ten (10) library projects:

**Alpharetta – L001**  
**New 25,000 sf branch library.**

---

**East Roswell - L002**

New 15,000 sf branch library.

**Milton – L003**

New 25,000 sf branch library.

**Northwest Atlanta – L004**

New 25,000 sf branch library.

**Palmetto/Chattahoochee Hill Country – L005**

New 10,000 sf branch library.

**Southeast Atlanta – L006**

New 15,000 sf branch library.

**Stewart-Lakewood – L007**

New 25,000 sf branch library

**Wolf Creek – L008**

New 25,000 sf branch library.

**Auburn Avenue Research Library – L009**

Major Renovation and Expansion of 50,000 sf branch library.

**South Fulton Library Expansion – L010**

Renovation and Expansion that adds 10,000 sf to the existing 15,000 sf structure for a total renovation and expansion of 25,000 sf for this branch library.

### **1.3 BACKGROUND**

On July 16, 2008, the Fulton County Board of Commissioners voted to place a \$275 million bond referendum on the November 4, 2008 ballot to implement the Library's Facility Master Plan. The referendum was approved with 65% support.

The Library Facilities Master Plan will incorporate the Technology Consultant's drawings and specifications, (which have been coordinated and approved by the Department of Information Technology for the ten (10) library projects) into the Architect's Contract Documents for each library project. Technology plans for Branch libraries shall be uniform and prototypical. The Technology service needs of each of the ten (10) libraries will be carefully evaluated, documented, and coordinated by the Technology Consultant with each of the appropriate internal County Departments: General Services, Public Works, Information Technology (DoIT), Police and the Atlanta Fulton Public Library. Once approved by all County Departments and the Program Management Team (PMT) the

---

Technology Drawings/Plans shall be coordinated with the awarded Architectural firms for each library project enabling these Technology Plans and Specifications to be integrated into the Construction Documents.

#### **1.4 COUNTY OBJECTIVES**

The following are the County Objectives for this project:

- The selected Technology Consulting Firm shall provide expertise, resources and personnel experienced in planning, design and engineering IT, Telecommunications, Audio-Visual and Security Systems (including both Building Security and Library Collection security), and other technical library equipment for the ten (10) Library projects.
- The Technology Consulting Firm satisfies the Technology requirements set forth in the written library program furnished to the Consultant on, or prior to the Notice-to-Proceed.
- The Technology portion of the project shall be designed to be constructed within the established budget and schedule.
- Concurrent to selecting the Technology Consulting firm the County intends to select the Architectural firms and the Construction Manager-at-Risk to build the projects. The selected Technology Consulting firm will work in cooperation with these selected firms over the timeframe shown in the project schedule.
- The County has hired a Program Manager Team (PMT) to oversee, monitor, direct, check, review and comment on the Technology plan. The selected Technology firm will work in cooperation with the County's PMT, County Departments (as listed above), Library Administration, and each project's Architectural/Engineering Firm, and CM-at-Risk.
- The County intends to hire two additional separate consultants for 1) Furniture "standards" selection; and 2) Wayfinding (signage standards) who shall require coordination with the Technology Consultant's services as it relates to technology tie-ins at fixed desks/ workstations and/or freestanding furniture locations, and electronic signs/message boards.
- The Technology firm will verify with authorities having code jurisdiction over the project to make certain the Technology design meets or exceeds applicable code and applicable Technology industry standards.
- The project will be designed in conjunction with Fulton County Building Technology Standards and Guideline Specifications, a copy is included in Appendices.

---

The County desires for the project to achieve a LEED " Silver" Certification. The selected Technology firm will design for the latest trends and developments in the technology industry as well as inclusion of Sustainable Technology practices and specifications for the sustainable handling of E-Waste.

## **1.5 PURCHASING THE RFP**

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

## **1.6 SUBCONTRACTING OPPORTUNITIES**

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

## **1.7 PRE-PROPOSAL CONFERENCE**

The County will hold a Pre-Proposal Conference, on **July 18, 2011 at 2:00 P.M.** in the Fulton County Assembly Hall, 141 Pryor Street, 1<sup>st</sup> Floor, 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, and 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **August 8, 2011 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, **Joyce Daniel, Fulton County Department of Purchasing and Contract Compliance, 130 Peachtree S.W., Suite 1168, Atlanta, GA 30303, Telephone (404) 612-5824, Fax (404) 335-5806, joyce.daniel@fultoncountyga.gov.** Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

---

## SECTION 2 INSTRUCTIONS TO PROPOSERS

### 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.

**Program Management Team (PMT)** – The County has hired a Program Management Team (PMT) that will provide a full range of program management services necessary to facilitate construction and expansion of various libraries for the Atlanta-Fulton Public Library System Capital Improvement Program Phase I.

---

The PMT will oversee, monitor, direct, check, review and comment on design and construction work performed by others.

**Contract Completion** – is the date all work, contract deliverables, equipment, systems and related activities stipulated in the contract is installed and fully operational per the contract documents.

**Construction Manager at Risk** – (“CM-at-Risk” or CM) the firm designated as in charge to lead the day-to-day activities to manage the pre-construction and construction services.

**Project Manager (PM)** is the designated representative of the specialty consulting firm that will oversee the day-to-day project activities. The PM shall represent the consultant as needed throughout the term of this agreement. The PM shall remain current with all project activities and shall have the authority to obligate the consultant to schedules, manpower loading, or other measures necessary to perform the services of this agreement. The Project Manager shall remain assigned to this project while in the employ of the specialty consultant unless otherwise permitted in writing by the County.

**Architect** – The Architectural firm and all consultants that compose the building and site design team for the project including but not necessarily limited to Life Safety Design, LEED Consultant, Civil Engineering, Landscape and irrigation design, Structural, Plumbing, Mechanical and Electrical Engineering, Fire Alarm and Fire Protection Design, and Commissioning.

### 2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

- 
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

## **2.4 CLARIFICATION & ADDENDA**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **August 1, 2011, 4:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Department of Purchasing & Contract Compliance**

**Attn: Joyce Daniel**

**Public Safety Building**

**130 Peachtree Street S.W. Suite 1168**

**Atlanta GA 30303**

**Email: [joyce.daniel@fultoncountyga.gov](mailto:joyce.daniel@fultoncountyga.gov)**

**P: (404) 612- 5824 F: (404) 335-5806**

**RE: RFP 11RFP78810K-JD and Technology Design Services for Eight (8)  
New Branch Libraries and Two (2) Library Renovations/Expansions**

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

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

---

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, [www.fultoncountyga.gov](http://www.fultoncountyga.gov). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **2.5 TERM OF CONTRACT**

The initial term of the contract shall be for three (3) years or until contract completion as determined by the County. The contract will commence as of the date the Notice to Proceed (NTP) is issued.

## **2.6 REQUIRED SUBMITTALS**

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

## **2.7 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a Vendor Selection Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

## **2.8 DISQUALIFICATION OF PROPOSERS**

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

## **2.9 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive

---

proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

## **2.10 APPLICABLE LAWS**

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

## **2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

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

## **2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS**

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

## **2.13 ACCURACY OF RFP AND RELATED DOCUMENTS**

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

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

---

## 2.14 RESPONSIBILITY OF PROPOSER

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

## 2.15 CONFIDENTIAL INFORMATION

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

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

## 2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration

---

for this procurement, and to notify such Proposers of the County's determination.

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

- 
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

## **2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

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

## **2.18 TERMINATION OF NEGOTIATIONS**

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

## **2.19 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 **Assistant Director, Building Engineering/Library Projects**, or designated representative.

## **2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 5, Proposal Forms for declarations and affidavits.

## **2.23 AUTHORIZATION TO TRANSACT BUSINESS**

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

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

## **2.24 RIGHT TO PROTEST**

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have

---

known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

## **2.25 FIRST SOURCE JOBS POLICY**

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

## **2.26 COORDINATION**

1. The County has hired a Program Management Team (PMT) who will provide a full range of program management services necessary to facilitate construction and expansion of various libraries for the Atlanta-Fulton Public Library System Capital Improvement Program Phase I. The PMT will oversee, monitor, direct, check, review and comment on design and construction work performed by others. Each of the consultants, Architects and CM-at-Risk selected for the Atlanta-Fulton Public Library System Capital Improvement Program Phase I will be required to coordinate their efforts as noted in their scope of work. Also each selected firm will work in cooperation with the County's PMT, County Staff and Library Administration.
2. The Technology Consultant will work in collaboration with the County's selected Construction Manager-at-Risk, Architects and the PMT for the project(s).
3. The Technology Consultant will coordinate, as necessary, with the County's other selected consultants for Furniture, Fixtures and Equipment (FFE) and Wayfinding Design Services when applicable

## **2.27 PROHIBITION OF FUTURE CONTRACTS**

### **2.27.1 Prime Contractor**

The Prime Contractor selected to provide Technology Design Services, including any members of the selected team, shall not be eligible to perform any other services within this program, during the term of this Contract or any extension thereof. Services for which selected Prime Contractors are ineligible include; design services, construction, and construction management services.

---

### **2.27.2 Sub-Contractor/Consultant**

Sub-Contractors and Consultants to Prime Contractors described in 2.27.1 shall not be eligible to perform design services under any circumstances where a conflict of interest exists or may potentially exist. A conflict of interest shall be defined as a review function of any work performed under the oversight of Prime Contractor's Program Management or Architectural Team. In these circumstances the subcontractor/consultant shall not propose to work on that project.

### **2.27.3 Employee**

Employees of the selected Prime Contractor or Sub-Contractor/Consultant are advised to avoid conflicts of interest. Full disclosure of their involvement in the project shall be made, should they decide to propose on other projects within the Program.

## **2.28 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  
Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.

- 
4. Proposals received after the time and date specified will not be opened or considered.
  5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
  6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
  7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
  8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
  9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

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

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the

---

Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.

11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.

- 
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
  20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
  21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
  22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
  23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
  24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
  25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
  26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
  27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

- 
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
  29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificate 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 **August 8, 2011 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #11RFP78810K-JD  
Fulton County Department of Purchasing & Contract Compliance  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

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

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

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

Each envelope or package shall be clearly marked as follows:

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

---

### **3.1.2 Number of Copies**

Proposers shall submit the following:

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

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

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

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

All Proposals must be complete with all requested information.

### **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

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

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

### **3.3 SCOPE OF WORK – TECHNOLOGY DESIGN SERVICES**

The Scope of Work listed below is to be performed by the Technology Design Consultant hereafter referred to as "Technology Consultant" and shall consist of professional technology tasks which have as their objective to coordinate and document Department of Information Technology (DoIT) design specifications, production of technical documentation and coordination of the installation of technical equipment with the County's Program Management Team representative, (hereafter referred to as "the PMT"), the County's User Departments, and the County's current technology vendors.

- The objective is to complete and properly install a fully operational network at each library, which includes all necessary technology equipment and library centric applications (See Appendix 5: Integrated Library Systems "ILS") for each of the ten (1) library facilities, prior to opening day.

- 
- develop strategies to implement “**state of the art**” library centric environment ensuring that all equipment and applications installed will be supported by the product manufacturer for a minimum of five years.

The Technology Consultant services include:

- conducting an analysis of the existing technology network design and provide recommendations to DoIT and Library Administration for evaluation anticipating future growth for the library’s network plans.
- the formulation, coordination, and the installation schedule for equipment and services for the management of library operations, including the current ILS, specialty software and hardware that shall deliver video, audio and interactive game applications.
- equipment and applications include: video conferencing, information displays, auditorium, meeting, and conference room audiovisual capabilities, as well as, telephone and web based conferencing options in Community Rooms. In addition, the design and implementation of video communications spaces with video telepresence (offering face to face communications via Skype or other sources) shall be implemented for meeting spaces. Configurations for centralized and decentralized dial plans shall provide security against external attacks with inspection firewalls.
- working with DoIT, review the existing RFP [click here to view RFP# 11RFP77846YB-BR Countywide/Enterprise IP Access Control & Video Surveillance System and Maintenance Program](#) that addresses Physical Security and Collection Security in conjunction with Library Administration. (See Appendix 4: Security Standard Example). The solution must be an IP-based security solution with open-platform video management systems with user-friendly "Events Management" capabilities. In addition, the recommended design must allow for easy access control, perimeter detection software, and an expandable video- based system suitable for all County buildings. It must ensure a fully integrated security solution with video recording of access control events as they occur. It must support small to large scale systems, combining video surveillance capabilities with access control management. Finally, intelligent lighting control and sensors shall be designed to enable camera surveillance that deters crime.
- all technology design recommendations shall be authorized by DoIT and be performed in accordance with the standard of care set forth by DoIT and as described below:

- 
- The technology equipment for the Library facilities shall be suitable for the purposes for which it is intended,
  - must comply with all applicable codes and laws, and
  - be completed on a timely basis in the context of the overall building program,
  - the context of the design and construction of each library project and within the approved construction budget.

The services are described under the project phases in which they customarily occur. The County reserves the right to designate the phasing of segregated portions of the Work and to modify the Technology Design Plan. The Technology Design Plan shall also include accommodations for Technology Data Recovery and a Technology Crisis Management Plan as an important component of the County's preparedness strategy for technology organizational resilience management.

It may be necessary to integrate multiple systems to guarantee the highest probability for effective communication at the libraries. This newly designed Technology System should involve several County systems like Ethernet, wireless and cellular technologies, along with dedicated cabling systems and fiber optics options. New and future Technologies for IP Security Cameras that produce better images, higher resolution and have more flexibility than analog cameras must be included as a cost effective design option for the libraries. An IP security camera must be programmed to display an alert and record video only when the space is disturbed inappropriately.

The Technology Design Consultant's prototypical Technology Standards for the County shall provide technical uniformity for all ten (10) library projects and economies of scale for direct purchase via the DoIT's uniform volume discount procurement process. The new Technology Design Standards for the libraries must allow for a uniform technical approach for documentation and procurement for future County projects and future capital construction phases.

#### **A. SECURITY TECHNOLOGY DESIGN SERVICES**

The Technology Consultant will study the project sites for the new libraries and library additions included in this proposal to gain an understanding of the neighborhood environments. From a security standpoint based on this understanding of the project site, a review of each Library Building Program and meetings with the library staff, the Technology Consultant will conduct a needs analysis. The outcome of this process will be an

---

agreement from all stakeholders on how the libraries should look, sound and feel like from a security perspective. The Technology Consultant will express this perspective in a written Physical Security Plan. The Technology Consultant will be responsible for assisting the Construction Managers (CM) and County with procurement and installation of all components of the Security System for the new libraries and renovations/additions. This system shall be deemed compatible with the existing Security System (prior to procurement authorized by the General Services Department and DoIT) in order to ensure compatibility with existing technology used by the County.

Components of the Library Security System which the Technology Consultant is responsible for may include the following:

- recommendations for Crime Prevention through Environmental Design (CPTED), building accessories with the purpose of intrusion resistance,
- electronic building security systems including intrusion detection devices such as motion or audio sensors, panic alert systems, door sensors and related monitoring, video surveillance, door access control systems, book theft protection systems and controllers for integration of security and other building systems.

Components of the Library Security System do **NOT** include the following items: building accessories with Life Safety purpose, fire detection, associated alarm systems and emergency power. The Technology Consultant is not responsible for the implementation of these items that are not components of the Security System **since these items will be addressed by the Architect**; however, the Technology Consultant must coordinate many of these non-security listed items. However, it is the responsibility of the Technology Consultant to ensure that these systems are compatible with the existing Security System infrastructure used by the County prior to procurement.

The Technology Consultant Services will be provided in a timely manner in the context of the overall building program and in the context of the design of each branch library in phases as indicated below.

The following is a list of utilities/services/systems that the Technology Consultant will design, and coordinate (with the appropriate County Department listed) for each of the ten (10) library projects in accordance with current and future County Technology Standards:

- a) The Technology Consultant will investigate Library IT, Telecommunications, AV Systems, Security System and Library Equipment needs using the Library Building Program as a resource and

- 
- meet with Library staff to determine the quality and quantity of technology expected;
- b) The Technology Consultant will tabulate the findings of the investigation and include in the Technology Plan along with an analysis of the current network design and traffic volume, type and pattern for bandwidth recommendations;
  - c) The Technology Consultant shall communicate and coordinate the library's technology design and equipment with the following County Departments: DoIT, General Services Department, Security and the Library Department.

The County's DoIT will purchase and install the following equipment that is included in the Technology Design Consultant's plans for each of the libraries:

- Computers, printers, scanners, etc
- WAN (Wide Area Network) connection to County/Library System
- WAN and LAN Network equipment and racks/Standards for IT Rooms/Closets
- Network wiring/Fiber/conductors/associated wire management systems, cable management system
- LAN (Local Area Network) Design
- Firewall security and filtering system
- Wireless System throughout (coordination with end user group)
- Connectivity to Library System's current Cable vendor or Satellite Dish system
- AV System Standards (w/video telepresence Video Wall system with surround sound)
- County's Photocopy Machine Vendor
- County's Telephone Systems (fax machines Standards/ Voiceover IP Standards) design and coordination by Technology Design Consultant
- Connectivity to existing Library Telephone System
- Public Address System / coordination between Departments
- Anti-theft devices for materials control
- Components necessary to achieve desired operational network.
- GC Requirements (Install conduit and pull string only). Technology Consultant shall provide Construction schedule for coordinating equipment installations
- GPLS provides all circuits for library projects
- DoIT will supply all County IT Standards to the Technology Design Consultant's (Software, Hardware, Servers and Storage, Networks and Telecommunication, Mobile Devices and GIS)

General Services Department will provide the Technology Consultant the existing County Standards for:

- 
- Fire detection/alarm integration (design provided by Architect)
  - Emergency power (design provided by Architect)
  - Public Address System coordination and installation based on County standards, once they are defined and outlined by the General Services Department and DoIT for the Technology Design Consultant.
  - Emergency Power Coordination (for Data Backup and Disaster Recovery)
  - AV Systems
  - The County's Security vendor will purchase and install all security equipment.
  - The County's building security system standards (including access control and CCTV) shall be integrated into the technology plan.
  - Builder's Hardware Standards: (Technology Consultant will assist the Architectural team with specifications).
  - Technology Consultant will design the PA system for the ten (10) libraries and will coordinate design with Public Address Systems used in other County buildings.
  - Emergency Notification Systems must work with the County's current and future Public Address Systems. The system shall be robust enough to work during catastrophic events in order to reach all occupants in all areas with the appropriate message in accordance with National Fire Protection Association (NFPA) standards and Internet Protocol (IP) communication standards.

County Emergency Management (Code Red) will provide the Technology Consultant the existing County Standards:

- The Technology Consultant will ensure that all emergency notifications adhere and are compatible with the Emergency Management Department procedures and protocols.

Library Department will coordinate with DoIT for the specifications for the following library equipment:

- Self-check and Library Inventory System
- Automated Materials Handling System (AMHS)
- RFID
- Smart Card Systems
- Integrated Library Systems – (See Appendix 5)
- Children's/Teen Services specialty software/hardware
- GPLS provides all circuits for library projects

---

**Notes:**

1. Each of the above listed departments will provide their standards to the PMT and the Technology Design Consultant prior to the issuance of Notice to Proceed.
2. The above departments will provide the necessary documents for the Technology Consultant to use in specifying and integrating the library project's required hardware and software needed for each project.
3. During the design phase the Technology Consultant shall meet with the above departments' designated staff to review the designs that will be incorporated with the final plans and specifications.
4. As technology updates become available to the marketplace, even after the design has been completed by the Technology Consultant and prior to the procurement of equipment, the County expects to take advantage of opportunities for improved or enhanced products and services that become available after the design plans and documents have been completed and/or approved.
5. The Technology Design Consultant's Scope of Work does not include HVAC controls for the BAS (building automation system). It also does not include electrical transmission, distribution and grounding.

**General:**

1. The Technology Consultant shall utilize CADD; object based drawing formats for the preparation of the drawings and plans. This format will be coordinated with the Architectural disciplines and shall begin to be utilized no later than the Design Development Phase of drawing preparation.
2. Drawings shall be printed on bond, to an appropriate scale, at a size no less than 24 inches X 36 inches. Additionally, drawings may be transmitted electronically in PDF file format when requested by the County. Specifications and reports required in this Scope of Work shall be 8 ½ inches X 11 inches except as indicated otherwise and may be transmitted in PDF file format when requested by the County.
3. The Technology Consultant shall designate a Project Manager to represent the Technology Consulting firm to the County and oversee the Technology activities which have been approved by General Services, Library Administration and DoIT. The PM shall represent the Technology Consultant on an as needed basis throughout the term of this Agreement. The Technology Design Consultant's Project Manager shall remain current with all Project Technology activities and

---

shall have the authority to obligate the Technology Consultant to schedules, manpower loading, or other measures necessary to perform the services of this Agreement. The Technology Design Consultant's Project Manager shall remain assigned to this Project while in the employ of the Technology Design Consultant, unless permitted otherwise in writing by the County.

**B. Code Requirements and Standards:**

1. The Technology Consultant shall have access to, and be familiar with all codes and requirements that are applicable to the project and shall document compliance as required for each part of the Technology design phase as described in this Scope of Work.
2. The Technology Consultant shall meet with authorities having jurisdiction over the project to review the proposed design(s), submit required documents and secure documented approvals of governmental authorities as required to proceed with each phase of design. The Technology Consultant shall continually inform the County of the projects status relative to code and other regulatory requirements.
3. Revisions required by the County or other governmental authorities shall be incorporated into the documents with cost estimate adjustments provided for the revisions where scope, quantity and/or unit costs are affected.
4. Fulton County DoIT, Telecommunications, Audio Visual Systems, Security, General Services Department Standards: The Design Consultant's design and specifications shall comply with Fulton County's Standards. A copy of these standards is incorporated into the Owner-Technology Consultant Agreement by reference. Copies of the standards are available from the County upon request.

**Coordination:**

1. The Technology Consultant will work in collaboration with the County's selected Construction Manager at Risk and PMT for the project in matters including constructability, cost control and timely progress.
2. The Technology Consultant will coordinate, as necessary, with the County's other selected Consultants for Furniture, Fixtures and Equipment (FF&E) and Wayfinding (Signage) when applicable. Documents produced by the Design Consultant's design and specifications will be incorporated with the Architect's documents as described in this Scope of Work.

- 
3. The Technology Consultant will use the County's web-based project management system during each phase of the work. The use of this system may include communication through project standard documents, review of schedule, cost-information. The collaboration will involve, at a minimum, the training required for the use of the system, Requests for Information (RFI), meeting minutes, Change Order and Action Item communication between the Technology Design Consultant, Program Manager (PMT) and County. Updating the Documents Log with all Drawing and Specifications revisions will be included in the services. The Technology Consultant may upload e-versions of supporting documents, progress photos and drawings. The Technology Consultant shall prepare each submittal in a comprehensive format including Coversheet, Index, Lists of Abbreviations and Code Narratives as appropriate for the document. The Technology Consultant will identify each Project within the Program according to the name the County has determined at the time of the submittal. Training required to use the project management system will be provided locally by the County. The Design Consultant's time for training will not be reimbursed.
  4. The Technology Consultant agrees to provide coordinated professional services including the necessary documents, conferences, presentations and presentation materials required by the County and indicated in the Scope of Work and within the Agreement.

### **Project Phasing**

1. The phases include:
  - PHASE 1: PROGRAMMING
  - PHASE 2: SCHEMATIC DESIGN
  - PHASE 3: DESIGN DEVELOPMENT
  - PHASE 4: CONSTRUCTION DOCUMENTS
  - PHASE 5: BID/PRICING PHASE
  - PHASE 6: CONSTRUCTION

### **PHASE 1: PROGRAMMING (for each project)**

#### **Programming: Technology – IT, Telecommunications, AV Systems, Security and Library Equipment (for each library):**

- A. Investigate Library needs using the Library Building Program as a resource and meeting with Library staff to determine the quality and quantity expected. Identify and request additional planning and management documents for review. Tabulate the findings of the investigation and include in technology plan.

- 
- B. Communicate with Library Staff, DoIT's Program Manager, PMT and other pertinent County Departments as necessary through the entire duration of the contract.
  - C. Develop strategies to implement *state of the art* library information technology, Telecommunications, AV Systems, Security, and Library Centric Equipment and ensure that all equipment installed will be supported by the product manufacturer for a minimum of five years.
  - D. Develop a list of hardware and software components with quantities and specifications that meets project requirements by the Library staff.
  - E. The Auburn Ave Research Library shall require special Programming requirements to accommodate its archival collection needs. A specialized library schedule will be required for this unique branch library.
  - F. Analyze the current network design and traffic volume, type and pattern for bandwidth recommendations.
  - G. Review and evaluate compliance with and make recommendations regarding the budget & schedule. Relate recommendations to a documented procurement (cash flow) plan to be included in technology plan.
  - H. Develop strategy for coordinated implementation of for all library projects included in this RFP to the best advantage of the library.
  - I. Submit a draft technology plan document of all programming phase tasks to the library and project staff to review. Revise to incorporate the library and project staff comments and provide a final technology plan.
  - J. The Technology Consultant shall examine and analyze available information provided by the County and shall advise and recommend as to additional information necessary to begin specific Technology design work on the Project.
  - K. The Technology Consultant will investigate Library Security needs using the Library Building Program, meeting with Library staff and local law enforcement personnel to determine specific security goals. This investigation will be summarized in a written Security Plan expressing the agreed upon strategy for Library Security; develop a specification for the Security System items meeting the project requirements and the wishes of the Library staff; develop a preliminary cost estimate for furnishing and installing a complete Security System; act as an agent for the Library in

---

dealing with Security vendors; review and evaluate compliance with, and make recommendations regarding, the Security Systems Budget and Schedule; relate recommendations to a documented Procurement (cash flow) Plan.

***Programming Phase Deliverables:***

- Program Schedule
- Table of equipment/products (overall program)
- All Equipment Specifications
- Procurement (cash flow) Plan
- Technology Plan / Strategy & Security Plan (in conjunction with DoIT)
- Network Diagrams
- Cost Estimates

**PHASE 2: SCHEMATIC DESIGN (for each project)**

***Schematic Design - SD Phase: Technology – IT, Telecommunications, AV Systems, Security and Library Equipment (for each library)***

- A. Tabulate preliminary selection of products including associated quantities and range of cost. Review Schematic documents with consideration to area requirements of equipment and utilities included in the building program. Coordinate project schedule for Technology Consultant services with Architect's and PMT's schedule.
- B. For Security Design:
1. During the Security Design planning phase, the Technology Consultant will work with local law enforcement officials to determine that appropriate security features are in place for each of the libraries.
  2. Visit the Program Sites and surrounding neighborhoods during the daylight hours. Note physical security concerns and review any existing Security Systems and procedures at neighboring facilities.
  3. Visit the Program Sites in the evening/night to take light level measurements for comparison with national standards for safety and security.
  4. Interview law enforcement officials responsible for the project

---

vicinity.

5. Develop a written Security Review Report including a summary of possible and observed threats, priorities and needs, discussions of security issues related to the Program Sites and recommendations for a Security strategy and action plan to guide future Security efforts at the sites. The recommendations may include alternative approaches. The recommendations will include Site Planning CPTED recommendations. The Security Review Report will be related to the Programming Security Plan.
6. Meet with the project team to review findings and explain recommendations.
7. Review Architects Schematic documents for Security related issues and concerns.
8. Refine cost estimate for complete Security System.

***SD Phase Deliverables:***

- Project schedules
- Project Security Review Report for all ten Phase 1 Libraries
- Schematic table of project products
- Cost Estimates (IT/Telecom, AV, Security & Other Library Equipment)
- Ten (10) sets of documents (IT/Telecom, AV, Security & Other Library Equipment) for each project for County approval

**PHASE 3: DESIGN DEVELOPMENT (for each project)**

**Design Development - DD Phase: Technology - IT, Telecommunications, AV and Security and Library Equipment (for each library)**

- A. Product Layout (facility plan drawings) shall be coordinated with Architects design development documents as well as FF&E consultant's documents.
- B. Tabulate selection of products including associated quantities and cost related to design development layout. Include estimation on installation cost in table.
- C. Attend Design Development document review meetings that involve Technology.

- 
- D. For Security design the Technology Consultant shall:
1. Prepare facility plan drawings showing device locations coordinated with Architect's drawings. Coordination includes providing Architects with system requirements related to power distribution, UPS, grounding and A/C requirements. Once the Architects complete the design for power and furniture layout, DoIT will mark on the drawings for the placement of data and voice network drops.
  2. Work with the Architects to coordinate door hardware and millwork.
  3. Tabulate selection of products including associated quantities and cost related to DD layout.
  4. Attend DD document review meetings, which shall involve Police/Security representatives and DoIT, where applicable, thereby, ensuring that the Technology Consultant design meets County standards.
  5. Update and refine further the cost estimate.

***DD Phase Deliverables:***

- DD Technology layout drawings
- DD Table of project Technology products
- Cost Estimates
- Ten (10) sets of documents for (IT/Telecom, AV, Security & Other Library Equipment) each project for County approval

**PHASE 4: CONSTRUCTION DOCUMENT PHASE (for each project)**

***Construction Document - CD Phase: Technology-IT, Telecommunication AV and Security and Library Equipment (For each library)***

- A. Product Technology layout shall be coordinated with Architect's construction documents as well as FF&E documents, including utility requirements. Tabulate selection of products including associated quantities, cost and color/finish selection criteria related to final construction documents layout. Attend construction document review meetings that involve Technology and incorporate review comments in corrected final construction documents. Obtain color, finish and other optional selections related to construction documents.

---

B. For Security design, the Technology Consultant will:

1. Produce Security Construction Documents (CDs) that will become part of Architect's CDs. Coordinate with work of DoIT and Furniture, Fixtures and Equipment (FF&E) Consultant's documents.
2. Tabulate selection of Security Products including associated quantities, estimated cost and color/finish selection criteria related to final CD layout.
3. Attend CD review meetings that involve Security and incorporate review comments in final CDs. CDs shall consist of drawings and specifications as needed to explain the Security Systems completely and accurately.
4. Obtain finish and other security optional selections related to CD layout.
5. Provide Schedule of Production for complete Security Program.
6. Finalize cost for procurement and installation of a complete, operational, Library-wide Security System.

***CD Phase Deliverables:***

- CD Phase Technology layout drawings (with details) and specifications
- Schedule listing of selected project Technology products
- Cost Estimate
- Periodic copies of in-progress documents for review by the County
- Two complete sets of Drawings and Specifications bearing the signature and seal of the Technology Consultant and respective engineers as required by the State of Georgia laws and regulations. At this same time, electronic files of the drawings and specifications shall be provided in PDF format that are printable at full size.

**PHASE 5: BID/PRICING PHASE (for each project)**

- A. The Technology Consultant shall assist the PMT and the County on each project by providing drawings and specifications for the County's bid packages.

- 
- B. The Technology Consultant shall assist the PMT and the County with addenda and clarifications in response to questions raised during the bid/pricing phase.

**PHASE 6: CONSTRUCTION PHASE (for each project)**

- A. Assist the County, as directed with the purchase of Hardware and Software for the program. Assist the County, as directed with coordination of related Consultants and arrangements with vendors providing labor required for complete and total installation of all Hardware and Software included in the program in accordance with the project schedule and specifications. Test, evaluate and certify, in conjunction with DoIT, the performance of network and all related Technology systems in accordance with plans and product specifications. Provide services related to the maintenance of warranties. Assist the County with coordination of County training for all features of every instrument of included in the project before opening day and troubleshooting for a period after the completion of the project as indicated in product specifications.
- B. For Security design, the Technology Consultant will, in coordination with DoIT:
1. Review and coordinate with the Schedule for Construction.
  2. Review submittals for compliance with the CDs.
  3. Respond to construction Technology RFIs and attend any coordination meetings set by CM.
  4. Observe and report periodically (at least monthly, through Grand Opening Day) on the progress of purchases and installation of components of the Security Systems.
  5. Manage County training for complete operation of all components of Library Security before opening day.

***Construction Phase Deliverables:***

- Provide County assistance with submittal review, vendor purchases, and schedule for purchase and installation
- Trouble shooting for operational products/systems

- 
- Assistance with obtaining product submittals, support and warranties
  - Technology systems testing evaluations
  - Provide County Assistance with training

### **General Considerations**

This Request for Proposal (RFP) is for a Technology Consultant to provide Technology Design Services and related planning, labor and materials for eight (8) New Libraries, and two (2) Renovation/Expansion projects in accordance with the following:

- A. It is intended that Technology Design Consultant's services will result in all drawings, specifications, permits, and other documents necessary for the provision of the projects listed, with hardware and service in coordination with other Consultants and vendors.
- B. The selected Technology Consultant shall contract directly with the County for these services, but shall report to the County's PMT. The PMT shall have the authority, acting as the County's agent, to transmit instructions, render timely decision, and ensure that the County's interests are protected in all issues related to design, construction and furnishing of the library projects.
- C. A detailed Scope of Work for the project will be developed during negotiations with the selected Technology Consultant to establish the terms of the agreement for professional services. The Scope of Work shall be as described herein and shall be based upon the building program and budget established for each project.
  - 1. Construction Administration: The Technology Consultant is charged with final equipment inspection and shall submit field reports for each site visit.
  - 2. The Technology Consultant and County representatives shall at all times be provided with and have access to the work at any time when in preparation or progress.
  - 3. The Technology Consultant shall be required to attend meetings during equipment installation.

### **3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT**

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

---

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

**Section 1 - Executive Summary** (2 page maximum):

The executive summary shall include the following information

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- 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** (4 page maximum):

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.

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 Technology Design Consultant's Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years work experience in the State of Georgia.
3. The Project Manager must have a minimum of five (5) years experience in Technology Design, similar to that described in this RFP.
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:

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

#### ***Section 4 – Relevant Project Experience***

Identify three (3) projects where the Proposer has performed Technology Design Services that are similar in size and scope of work (new and renovated libraries outlined in this RFP). Limit your response to two (2) pages 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.
- A description of any experience with library technical equipment such as AMHS, RFID, Self-Check Systems, etc.
- List project scope, timeline and costs.

#### ***Section 5 – Proposer Financial Information***

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

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

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

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

---

### **Section 6 - Availability of Key Personnel**

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

### **Section 7- Past Performance on Previous Contracts**

- (1) Provide a list of four (4) contracts performed that are similar in nature to the work described in the RFP, with references for each contract identified. References provided will be contacted.

### **Section 8 - Local Preference**

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a City located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of ten (10) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a City located within Fulton County, or;
  - Copy of a lease or rental agreement, or;
  - Proof of ownership interest in a location within the geographical boundaries of Fulton County.
2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

---

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).
3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

### ***Section 9 – Disclosure Form and Questionnaire***

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

### ***Section 10 – Cost***

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

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

#### **Lowest cost submitted**

***Each successive cost  $\times$  Points allocated for cost in RFP = Cost proposal score***

---

### 3.5 COST PROPOSAL FORMAT AND CONTENT

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

#### ***Section 1 - Introduction***

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

#### ***Section 2 - Completed Cost Proposal Forms***

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

**COST PROPOSAL SUMMARY**

CONTRACT FEE SUMMARY FOR TECHNOLOGY DESIGN SERVICES for  
ATLANTA – FULTON LIBRARY CAPITAL IMPROVEMENT PROGRAM-PHASE 1

<b>PART I - GENERAL</b>				
1. PROGRAM <b>Technology Design Services for Eight (8) New Branch Libraries and Two (2) Renovations/Additions To Existing Libraries</b>			2. Proposal No.	
3. Name of Consultant: Address:			4. Date of Proposal  <b>00/00/11</b>	
<b>PART II - LABOR RELATED COSTS</b>				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal (Partner or Senior Officer)	\$ ( )	( )	\$ ( )	\$ ( )
Systems Engineer	\$ ( )	( )	\$ ( )	\$ ( )
Project Manager (Contact)	\$ ( )	( )	\$ ( )	\$ ( )
Engineer / Senior Technician	\$ ( )	( )	\$ ( )	\$ ( )
Program Engineer	\$ ( )	( )	\$ ( )	\$ ( )
Trainer (Level 1)	\$ ( )	( )	\$ ( )	\$ ( )
Security Engineer	\$ ( )	( )	\$ ( )	\$ ( )
Clerical / Admin	\$ ( )	( )	\$ ( )	\$ ( )
	\$ ( )	( )	\$ ( )	\$ ( )
	\$ ( )	( )	\$ ( )	\$ ( )
	\$ ( )	( )	\$ ( )	\$ ( )
<b>TOTAL DIRECT LABOR</b>				\$ ( )
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	_____ % x Total Direct Labor (_____)			\$ ( )
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ ( )
8. PROFIT: Labor Related Costs (Item 7)				x _____ %
				\$ ( )
<b>PART III - OTHER COSTS</b>				
9. REIMBURSABLE COSTS				
Printing, Binding, Drawings & Specifications				\$ ( )
Transportation, Mileage, Courier, Overnight Delivery Services				\$ ( )
Other (Specify)				
<b>SUB-TOTAL REIMBURSABLES</b>				\$ ( )

**CONTINUE ON NEXT PAGE**

---

**PART IV - SUMMARY**

**TOTAL AMOUNT OF PROPOSAL IN NUMBERS AND WORDS (Lump Sum Plus Reimbursables)**

(Items 5, 6, 8, 9 and 10) (\$ \_\_\_\_\_ )

**SIGNATURE OF AUTHORIZED REP: \_\_\_\_\_**  
**TITLE: \_\_\_\_\_**

---

### **3.6 SCOPE OF SERVICES TO BE PROVIDED BY OTHERS**

The County will obtain services, under separate contracts, a variety of consultant resources and services including, but not limited to the following:

- Construction Manager (CM).
- Architectural and Engineering (A/E) firms.
- Construction Field Monitoring and Inspection Services for the Program.
- Material Testing and Quality Assurance/Quality Control Consultants as required to ensure the integrity of the design and construction for the Program.
- Environmental Consultants.
- Planning Consultants.
- Land Acquisition.
- Countywide/Enterprise IP Access Control & Video Surveillance System and Maintenance Program.

The Program Management Team (PMT) will assist the County in providing schedules, project controls, coordination of technical work, and management oversight of these Consultant teams, as requested.

---

## SECTION 4 EVALUATION CRITERIA

### 4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Project Plan	30%
Qualifications of Key Personnel	15%
Relevant Project Experience	10%
Financial Responsibility	5%
Availability of Key Personnel	10%
Past performance on previous contracts	5%
Disclosure Form and Questionnaire	5%
Local Preference	10%
Cost Proposal	10%
<b>TOTAL POINTS</b>	<b>100%</b>

---

## **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.

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

---

## 5.2 PROPOSAL FORMS DESCRIPTION

### **Certification Regarding Debarment**

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

### **Non-Collusion Affidavit of Bidder/Offeror**

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

### **Certificate of Acceptance of Request for Proposal Requirements**

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

### **Disclosure Form and Questionnaire**

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

### **Georgia Security and Immigration Contractor Affidavit and Agreement**

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

### **Georgia Security and Immigration Subcontractor Affidavit**

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

### **Professional License**

Proposer and any subcontractor(s) performing work required by state law to be licensed must provide a copy of their license for the work they will perform on this project.

### **Local Preference Affidavit of Bidder/Offer**

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

---

**FORM A:                    CERTIFICATION REGARDING DEBARMENT**

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

***INSTRUCTIONS FOR CERTIFICATION***

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

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

**DEBARMENT ORDINANCE**

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

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

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

---

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

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

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

[SIGNATURES ON NEXT PAGE]

---

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

---

STATE OF GEORGIA

COUNTY OF FULTON

**FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

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

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

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

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

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

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

---

**NOTE:**

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

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

---

**FORM C:            CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # \_\_\_\_\_ to # \_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # \_\_\_\_\_ 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)**

---

**FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

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

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

**LITIGATION DISCLOSURE:**

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

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

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

Circle One:                      YES                      NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

---

Circle One:                    YES                    NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One:                    YES                    NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:                    YES                    NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:                    YES                    NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:                    YES                    NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:                    YES                    NO

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

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are**

---

**responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

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

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

[SIGNATURES ON NEXT PAGE]

---

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

---

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

**Instructions:**

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

---

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

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

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

---

**NOTE:**

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

---

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

**Instructions:**

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

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



---

**NOTE:**

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

---

**FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_ Sub-Contractor \_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

---

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Offeror \_\_\_\_\_ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-358(f), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

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

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

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

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

---

**SECTION 6  
CONTRACT COMPLIANCE REQUIREMENTS**

**6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING**

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

**Implementation of Equal Employment Opportunity (EEO) Policy**

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

**Monitoring of EEO Policy**

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

**6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)**

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

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.

- 
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

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 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.

### 6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

### 6.4 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.
  - Exhibit H – First Source Jobs Program Information, Form 2

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

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

All Contract Compliance documents (Exhibits A – H 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 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.

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

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Submitted by:

Bidder/Proposer

Subcontractor

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

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

---

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

---

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

---

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

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

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage 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.



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

## EXHIBIT H

### FULTON COUNTY FIRST SOURCE JOBS PROGRAM

#### STATEMENT OF POLICY:

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

#### PURPOSE:

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

#### MONITORING POLICY:

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

### FORM 1

**FULTON COUNTY**

**First Source Jobs Program Information**

**Company Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

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

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

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

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

**Company Representative:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**FORM 2**

**FULTON COUNTY**  
**First Source Jobs Program Agreement**

Awarded Contractor's Name: \_\_\_\_\_

Formal Contract Name: \_\_\_\_\_

RFP/ITB Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

The contractor listed above agrees to the following:

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

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

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

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

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

Contractor's Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

**FORM 3**

---

**SECTION 7  
INSURANCE AND RISK MANAGEMENT PROVISIONS**

---

**Insurance and Risk Management Provisions  
Technology Design Services – Library Renovation/Expansion**

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

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

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

**Accordingly the Respondent shall provide a certificate evidencing the following:**

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

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

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

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

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	
\$100,000		

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

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

**4. UMBRELLA LIABILITY** Each Occurrence \$1,000,000  
(In excess of above noted coverages)

**5. ELECTRONIC ERRORS & OMISSION LIABILITY**

Each Occurrence \$1,000,000

(To be provided when the Contract includes specified Professional Services, and will include Errors and Omissions coverage.

\*\*Completed Operations – Statute of Repose for state of GA

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least forty-five (45) 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 Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The insurance for the additional insured shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

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

---

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

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

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

**Important:**

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

**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not

---

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

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

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

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**

SAMPLE CONTRACT



# FULTON COUNTY



**CONTRACT DOCUMENTS FOR  
REQUEST FOR PROPOSAL NO. 11RFP78810K-JD**

## **Technology Design Services for Eight (8) New Branch Libraries & Two (2) Library Renovations/Expansions For Atlanta-Fulton Public Library System**

## *Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF SERVICES
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONTRACTOR
- ARTICLE 18. RESPONSIBILITY OF CONSULTANT
- ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. NON-APPROPRIATION
- ARTICLE 42. WAGE CLAUSE

# CONTRACT AGREEMENT

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

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 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;
- 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:

- 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 [insert user department name] 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 [insert user department name] of the designated representative.

### ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the

aforesaid proposal without prior approval of County shall constitute cause for termination

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

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

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

#### ARTICLE 16. WAIVER OF BREACH

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

## ARTICLE 17. INDEPENDENT CONTRACTOR

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

## ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

## ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

## ARTICLE 20. ACCURACY OF WORK

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

## ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect

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

#### ARTICLE 22. INDEMNIFICATION

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

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

#### ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential

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

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 & Contract Compliance  
Interim Director  
130 Peachtree Street, Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 730-5800  
Facsimile: (404) 893-6273  
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

**[Insert Consultant Representative for project]**

**[Insert Consultant Address]**

Telephone:

Facsimile:

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

**ARTICLE 35. JURISDICTION**

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

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

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

**ARTICLE 37. FORCE MAJEURE**

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

#### **ARTICLE 38. OPEN RECORDS ACT**

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

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

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

#### **ARTICLE 40. INVOICING AND PAYMENT**

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

properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

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

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

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Facsimile:

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

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

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 ]***

\_\_\_\_\_  
John H. Eaves, Commission Chair  
Board of Commissioners

ATTEST:

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

ATTEST:

\_\_\_\_\_  
Mark Massey  
Clerk to the Commission (Seal)

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

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

# **ADDENDA**

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

# **EXHIBIT A**

## **GENERAL CONDITIONS**

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

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

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

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

**No Special Conditions were required for this Project**

## **EXHIBIT C**

### **SCOPE OF WORK**

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

## **EXHIBIT D**

### **PROJECT DELIVERABLES**

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

# **EXHIBIT E**

## **COMPENSATION**

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

# **EXHIBIT F**

## **OFFICE OF CONTRACT COMPLIANCE FORMS**

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

# **EXHIBIT G**

## **INSURANCE AND RISK MANAGEMENT FORMS**

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

1. Insurance and Risk Management Provisions from Solicitation Document

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

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



- ***Exhibit 1 - Required Submittal Checklist***

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

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

Item #	Required Proposal Submittal Check List	Check (√)
1	One (1) Proposal marked " <b>Original</b> ", five (5) CD's	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Executive Summary Technical Approach/Detailed Work Plan Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Local Preference Disclosure Form and Questionnaire	
9	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror	
10	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1	

	Exhibit H – First Source Jobs Program Agreement Form 2	
	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	

---

**SECTION 10  
APPENDICES**

- ***Appendix 1 – Construction Cost Estimates***
- ***Appendix 2 – FCG Wiring Standards***
- ***Appendix 3 – DoIT Network Equipment Standards***
- ***Appendix 4 – Security Standard Example***
- ***Appendix 5 – Integrated Library Automation System***

# "Appendix 1"

## Construction Cost Estimates

Facility / Location	Construction Cost Estimates	Scope Description	Project Delivery Method
Alpharetta	\$7,063,271	New 25,000 s.f. Library	CM at Risk
East Roswell	\$4,629,152	New 15,000 s.f. Library	CM at Risk
Northwest	\$7,063,271	New 25,000 s.f. Library	CM at Risk
Stewart-Lakewood	\$7,063,271	New 25,000 s.f. Library	CM at Risk
Wolf Creek	\$7,063,271	New 25,000 s.f. Library	CM at Risk
Auburn Avenue Research Library	\$15,973,755	Major Renovation and Expansion of 50,000 s.f. branch library.	CM at Risk
Milton	\$7,063,271	New 25,000 s.f. Library	CM at Risk
Palmetto/Chattahoochee Hills	\$3,254,130	New 10,000 s.f. Library	CM at Risk
Southeast	\$4,629,152	New 15,000 s.f. Library	CM at Risk
South Fulton Addition	\$3,639,750	Major Renovation and Expansion by 10,000 s.f. of a 15,000 s.f. Library	CM at Risk

## PHASE I: ATLANTA-FULTON PUBLIC LIBRARY PROJECTS

# FULTON COUNTY IT INFRASTRUCTURE DIVISION CABLING STANDARDS, POLICIES and PROCEDURES - APPENDIX 2

---

## 1.0 STRUCTURE

### BASIS

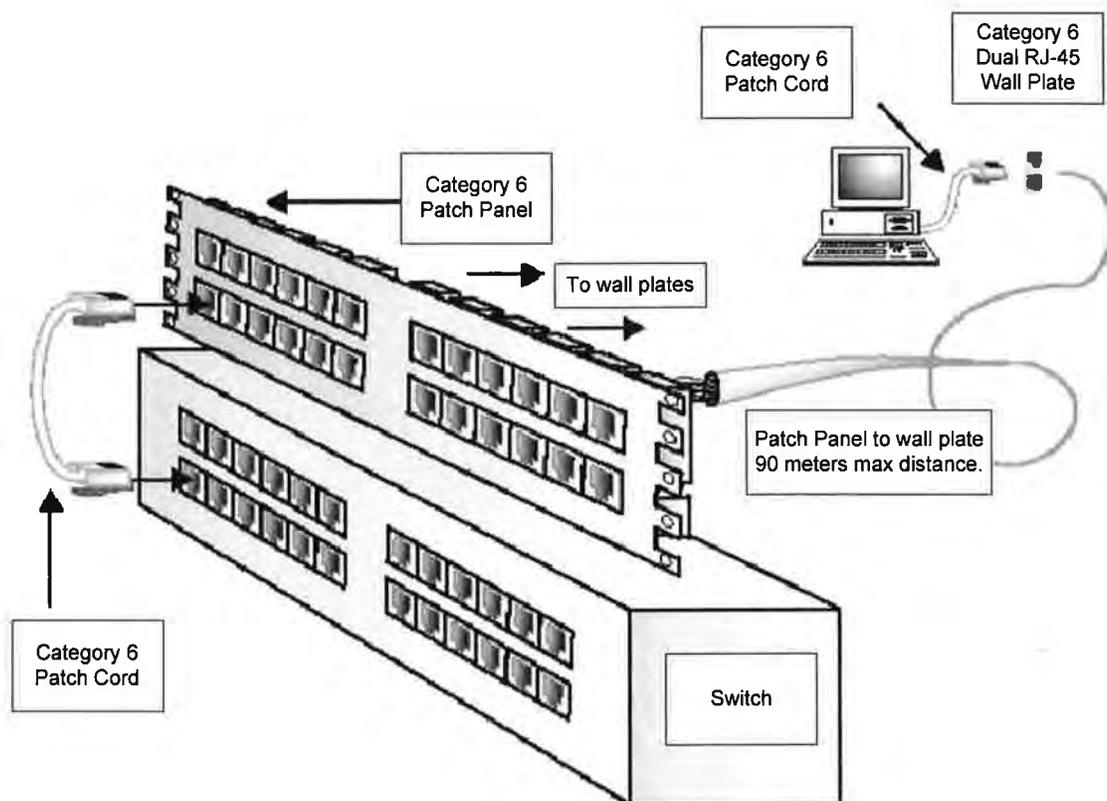
The TIA/EIA structured cabling standards define how to design, build, and manage a cabling system that is structured. Structured cabling as adopted by Fulton County IT Infrastructure Division is defined in this document.

### COMPONENTS OF THE FULTON COUNTY CABLING SYSTEM

The components of the Fulton County Cabling System are shown below. They are the:

- Patch Panel - Provides a place to terminate the horizontal wiring that fans out to work areas.
- Horizontal Cabling - Twisted pairs in the cable are directly attached to the back of the patch panel.
- Front of the patch panel - Provides a place to attach patch cables that connect to switches.

This design is intended to provide a flexible arrangement thus making moves, adds and changes easier to manage.



# FULTON COUNTY IT INFRASTRUCTURE DIVISION CABLING STANDARDS, POLICIES and PROCEDURES - APPENDIX 2

## CABLE COLOR CODE

In order to make the type of connection more visually easy to identify, Fulton County IT Infrastructure Division has adopted and extended industry standard colors. They are:

CABLE TYPE	CABLE COLOR		USE
Fiber	Yellow	Data	Fiber – Single mode, 9 Micron
	Orange	Data	Fiber – Multimode, 62.5 Micron
	Aqua	Data	Fiber - 50 Micron
Copper	Red	Data	CAT6 Cross-Over
	Blue		N/A
	Gray	Data	CAT6 Patch
	Black		CAT6 Special Purpose (Defined by Cable Label)
	Yellow	Data	CAT6 Patch
	Orange		

## BACKBONE WIRING

The backbone wiring runs up through the floors of the building (risers) or across a campus and provides the interconnection for equipment rooms and telecommunication closets. The distance limitations of this cabling depend on the type of cable and facilities it connects. Refer to Figure T-11 and the following table. Note that UTP is limited to 90 meters.

Cable Type	Main Cross Connect To Equipment Room
Multimode fiber	2,000m (6,560 ft)
Single-mode fiber	3,000m (9,840 ft)
UTP (<5MHz)	800m (2,624 ft)

## TELECOMMUNICATION CLOSET TO USER DROP

The horizontal wiring system runs from each workstation outlet to the *telecommunication closet*. The maximum horizontal distance from the telecommunication closet to the communication outlets is 90 meters (295 feet) independent of media type. An additional 6 meters (20 feet) is allowed for patch cables at the telecommunication closet and at the workstation, but the combined length cannot exceed 10 meters (33 feet). As mentioned earlier, the work area must provide two outlets. The horizontal cable should be four-pair 100-ohm UTP cable (the latest standards specify Category 5E), two-fiber 62.5/125-mm fiber-optic cable, or multimode 50/125-mm multimode fiber-optic cable. Coaxial cable is no longer recommended.

## CABLE TYPES

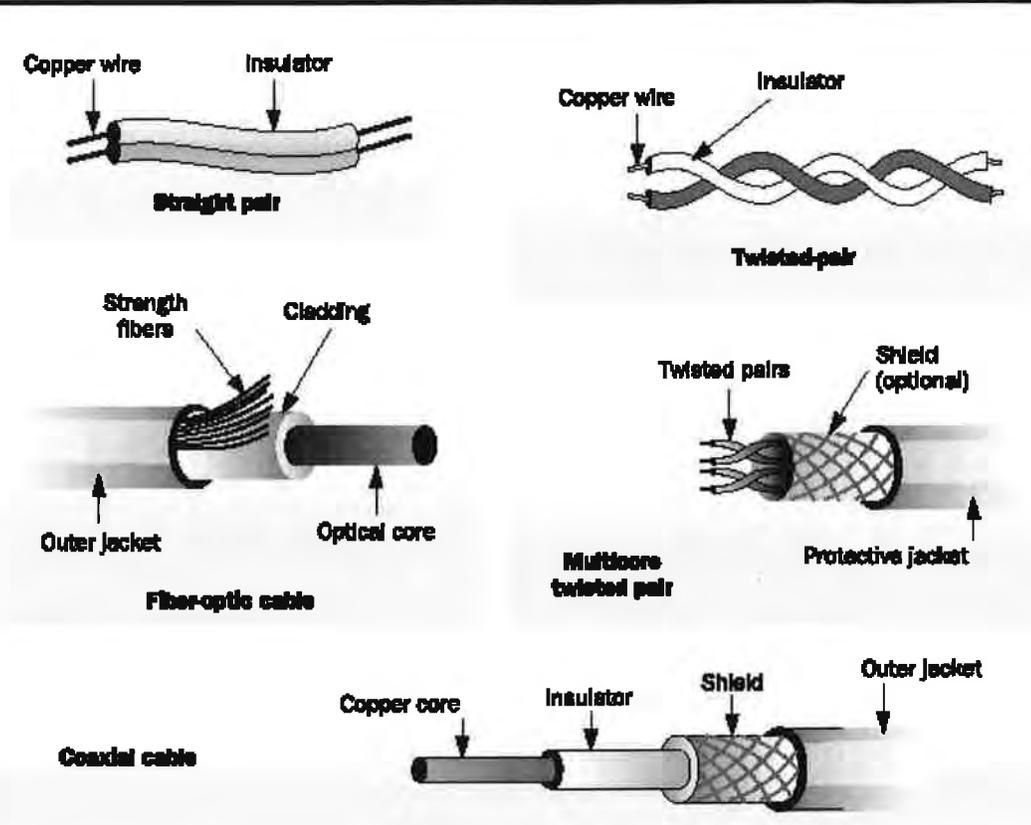
## FULTON COUNTY IT INFRASTRUCTURE DIVISION CABLING STANDARDS, POLICIES and PROCEDURES - APPENDIX 2

---

- **Straight cable** - This is the simplest type of cable. It consists of copper wires surrounded by an insulator. The wire comes in bundles or as flat "ribbon" cables and is used to connect various peripheral devices over short distances. Cables for internal disk drives are typically flat cables with multiple transmission wires running in parallel.
- **Twisted-pair cable** - This cable consists of copper-core wires surrounded by an insulator. Two wires are twisted together to form a pair, and the pair forms a balanced circuit (voltages in each pair have the same amplitude but are opposite in phase). The twisting protects against EMI (electromagnetic interference) and RFI (radio frequency interference). A typical cable has multiple twisted pairs, each color-coded to differentiate it from other pairs. *UTP (unshielded twisted-pair)* has been used in the telephone network and is commonly used for data networking in the United States. *STP (shielded twisted-pair)* cable has a foil shield around the wire pairs in a cable to provide superior immunity to RFI. Traditional twisted-pair LANs use two pairs, one for transmit and one for receive, but newer Gigabit Ethernet networks use four pairs to transmit and receive simultaneously. UTP and STP are constructed of 100-ohm, 24-AWG solid conductors.
- **Coaxial cable** - This cable consists of a solid copper core surrounded by an insulator, a combination shield and ground wire, and an outer protective jacket. In the early days of LANs, coaxial cable was used for its high bit rates. An Ethernet Thinnet (10Base-2) network has a data rate of 10Mbits/sec and implements a bus topology in which each station is attached to a single strand of cable. Today, hierarchical wiring schemes are considered more practical, and even though more twisted pair wire is required to cable such a network, cost has dropped, making such networks very practical.
- **Fiber-optic cable** - This cable consists of a center glass core through which light waves propagate. This core is surrounded by a glass cladding that basically reflects the inner light of the core back into the core. A thick plastic outer jacket surrounds this assembly, along with special fibers to add strength. Fiber-optic cable is available with a metal core for strength if the cable will be hung over distances.

Each type of cable is illustrated below:

# FULTON COUNTY IT INFRASTRUCTURE DIVISION CABLING STANDARDS, POLICIES and PROCEDURES - APPENDIX 2



The illustration below shows the relationship between bandwidth and data rate. Use of an encoding and compression scheme may improve the efficiency of the pipe.



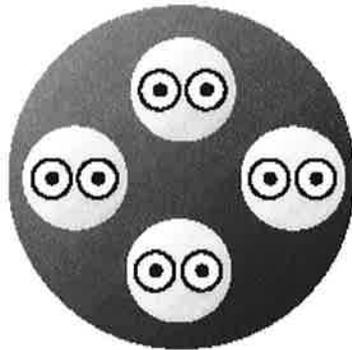
## CARE AND HANDLING OF CABLE

High-performance cable requires special handling procedures. The physical shape of the cable cannot be drastically altered, meaning that it should not be stretched, twisted, or bent beyond a radius that is 10 times the outside diameter of the cable. The figure below illustrates what can happen to wires that are excessively bent. The

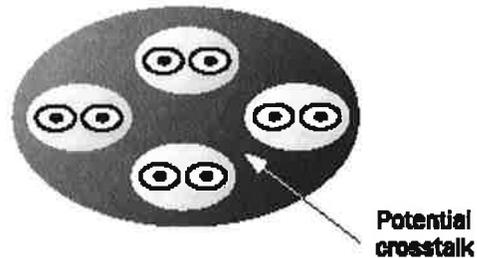
## FULTON COUNTY IT INFRASTRUCTURE DIVISION CABLING STANDARDS, POLICIES and PROCEDURES - APPENDIX 2

---

twisted pairs are pushed closer together, which causes signal interference between wire pairs and signal distortion.



**Normal cable**



**Excessively bent or flattened cable**

# FULTON COUNTY IT INFRASTRUCTURE DIVISION CABLING STANDARDS, POLICIES and PROCEDURES - APPENDIX 2

---

## 2.0 POLICY and PROCEDURES

These Policies and Procedures are intended to provide a more stable and managed environment. Failure to maintain the work areas and documentation increases the likelihood of incurring a service failure and the time that it takes to return service to a production mode.

### WORK ORDERS AND CHANGE CONTROL

#### Use

There is no work to be performed without a complete Work Order or Change Request. It is the requestors' responsibility to insure that the request document is clear and complete. Examples:

#### GOOD

- Please provide a CAT5E between AS23 and XY99
- Please provide a CAT5E drop between Room 9001 and Closet 9088. Location for drop in 9001 is marked with a "yellow sticky".

#### NOT ACCEPTABLE

- Add two drops at 141 Pryor Street

Consistent use of HelpDesk Ticket field's facilitates an easier reference to tickets when reviewing HD Application printed reports. The following are examples of how the fields are to be used:

#### GOOD

- REQUEST NAME – "What". Examples include: "Add Drop" or "New Facility"
- REQUEST DESCRIPTION – "Where". Example: "Medical Examiner – 123 Main Street, Suite 112"

#### NOT ACCEPTABLE

- REQUEST NAME – add drop
- REQUEST DESCRIPTION – add drop

### Assigning a Work Order to GC&E

The following defines who assigns items to GC&E

- The HelpDesk is not to assign any tickets to GC&E as the 3<sup>rd</sup> Party Contact.
- Moves, adds or changes of five (5) or less drops are to be assigned to GC&E as the 3<sup>rd</sup> Party Contact by the responsible Technician. The Technician is responsible for managing such work orders.
- Requests for more than five (5) drops and all non-drop related requests are to be managed by Operations and Technical Support. Such Work Orders are to be assigned by Data Center Operations or Telecommunications management staff. They will ensure all required information is documented in the ticket and assign GC&E as the 3<sup>rd</sup> Party Contact.

### CABLING AND CABLE MANAGEMENT

In all cases cabling must be:

1. Labeled on both ends utilizing Fulton County designated standard
2. Be proper color for visual identification

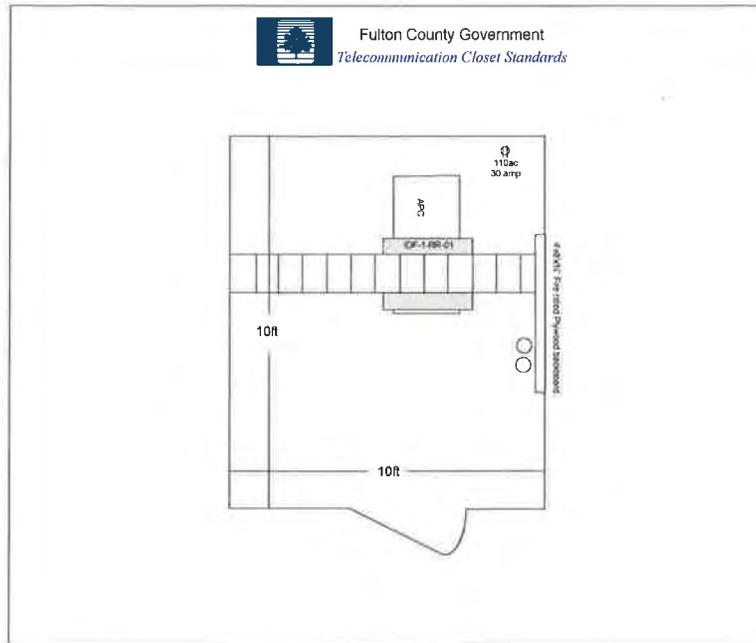


## FULTON COUNTY IT INFRASTRUCTURE DIVISION CABLING STANDARDS, POLICIES and PROCEDURES - APPENDIX 2

---

7. Larger than 8,000 sq. ft.

10 ft x 12 ft



- A complete building design including closet and raceway locations and closet layouts shall be submitted for review to the Information Technology Services group in advance of the issuance of permission to proceed with the project.
- The MDF or IDF shall not have doorsills or center posts. The door shall be 7 feet high by 3 feet wide, lockable, and open outward. Doors and frames shall be designed and piped for door alarms or future electric locksets and access control system readers.
- All walls of the closet shall be lined with rigidly installed w framing of 3/4 inch trade size AC grade plywood, 4ft wide x 8 ft. high.
- All surfaces (including the unexposed side) of the plywood shall be painted with a white or grey latex nonconductive fire-retardant overcoat. (Exception is only the exposed side shall be painted if plywood is mounted on a 30 minute rated or greater wall.) All areas and equipment above the plywood including the ceilings shall be painted. Color shall be white or

## FULTON COUNTY IT INFRASTRUCTURE DIVISION CABLING STANDARDS, POLICIES and PROCEDURES - APPENDIX 2

---

grey.

- Allow a minimum clear working space of 4 feet from front and 3 feet from rear of data racks to the wall. Distances may have to be increased to account for specialized equipment or cross-connect fields mounted on the wall as applicable.
- Minimum ceiling height shall be 9'-0" unless approved by the Fulton County Representative.
- The temperature of the room shall be kept between 64° F and 75° F. The fan coil unit should be installed outside the closet.
- Relative humidity in the telecommunications room shall be kept between 30% and 55%.
- EIA/TIA-607 Grounding Standards are to be adhered to.



**REQUIREMENTS FOR NEW FACILITIES (BUILDINGS AND CLOSETS)**  
TBP

**CLOSET ACCESS AND ACCESS LOG**

## **FULTON COUNTY IT INFRASTRUCTURE DIVISION CABLING STANDARDS, POLICIES and PROCEDURES - APPENDIX 2**

---

Every closet is to have a POLICY SIGN and an ACCESS LOG. Upon entry into the closet should either be missing it is the responsibility of the Fulton County Staff, Contractor, or Vendor to obtain and replace the missing item immediately.

It is required that everyone entering a closet make an entry on the ACCESS LOG. All entries must be complete and include name, date and time, and the Work Order or Change Request representing authorization to be in the closet.

### **RESPONSIBILITIES – VENDOR MANAGEMENT**

Management of GC&E as a Vendor is the responsibility of Data Center Operations or Telecommunications management staff. This is exclusive of the normal ordering, direction, approval, and closing of tickets related to moves, adds and changes of five (5) or less drops. Vendor Management responsibilities do include new facilities, closet management, data center assignments, work quality concerns, scheduling conflicts, and invoice management.

**Fulton County**

**Information Technology Standards**

**Revised 4/4/11**

**Appendix 3**

## **1.1 TECHNICAL REQUIREMENTS**

### **1.1.1 HARDWARE AND SOFTWARE REQUIREMENTS**

This section presents the requirements for the County's hardware and software standards. Actual memory sizes, processor speeds, peripherals and system software standards packages shall be recommended by the Proposer.

(Please provide complete hardware specifications within your response. Refer to below "County Standards" for acceptable configuration information.)

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

Servers, desktops, laptops and tablet PCs shall not require administrator rights to operate. The County standard prohibits providing administrator or root privileges to servers for executing any software in the production environment.

Servers are procured by DoIT, through the Fulton County Purchasing Department as warranted by many factors, including current utilization of existing infrastructure, the requirements of planned projects, and the availability of specific funding for new equipment. Some platforms will share components and others will not, depending upon the unique circumstances for each project and product. Sharing and re-use are promoted when feasible. Agencies work with DoIT to develop a technical task plan and budget estimate for the project's hardware, software, middleware, peripherals, storage, maintenance, and connectivity. DoIT will assess the requirements in light of the current environment (and other factors) to confirm which components must be purchased by appropriate agency, and which will be paid for through DoIT funding. Servers are procured from currently listed standard models and configurations whenever possible.

### 1.1.1.1 End User Software

Component	Current Standards
Operating System	Windows7
Word Processor	Microsoft Word 2010
Spreadsheets	Microsoft Excel 2010
Presentations	Microsoft PowerPoint 2010
Database (Desktop)	Microsoft Access 2010
E-Mail Client	Microsoft Outlook 2010 Outlook Web Access (latest release)
Project Management	Microsoft Project Professional 2010
Graphics	Microsoft Visio Professional 2010
Web Browser	Microsoft Internet Explorer -IE7/IE8
Antivirus	Microsoft Forefront Server/Client Security
Mainframe Terminal Emulation	Rocket Software - Blue Zone
PDF Files Read/Write	Adobe Acrobat Reader/Adobe Acrobat
Other	Must be approved

### 1.1.1.2 End User Hardware

	Desktop PC	Laptop
Platform	HP 8100 Elite CMT HE Chassis - Tower	HP ProBook 6550B
CPU	Intel Core i5-650 Processor	Intel Core i3-350M Processor
Disk Configuration	160 GB , SATA 7200RPM hard drive	160GB 7200 RPM Hard Drive
Media Drive	16X DVD R/W combo drive	DVD R/W combo drive
Memory	4GB PC3 RAM	4 GB DDR3 RAM
Monitor	HP Compaq LA1951g 19" LCD Monitor	Wide Screen 15.6" LCD Display
Video Card	Intel Integrated Graphics	Intel Integrated Graphics
Interface Card(S)	Ethernet 10/100	Ethernet 10/100, 802.11 a/b/g/n wireless, Bluetooth 2.1, V92 Modem
Operating System	Windows 7	Windows 7
File System	NTFS	NTFS
Maintenance	3 Year on-site, next business day	3 Year Depot
Additional Hardware	Keyboard, Optical Mouse	6 Cell battery, Carrying Case

### 1.1.1.3 Enterprise Applications

Application	Current Standards
ERP	CGI - AMS Advantage v3.8.0.2
Database	Oracle 11g R1 MS SQL Server 2008 R1 64bit
E-Mail	Microsoft Exchange 2007 Blackberry Enterprise Server 5 Symantec Enterprise Vault 9.0 Cisco Ironport E-mail Security

### 1.1.1.4 Operating System Software

Item	Current Standards
Operating Systems	Microsoft Windows Server 2008 R2 Standard Edition; Microsoft Windows Server 2008 Enterprise Server (clustering or servers with 4 processors or more)  Oracle Enterprise Linux v5.5  Red Hat Enterprise Linux v5.5
Storage	SAN/NAS
Virtualization	VMware Oracle VM

### 1.1.1.5 Application and Database Server

	Application Server	Database Server
Type	INTEL	INTEL
Platform	Dell PowerEdge R710	N/A
Power	Dual Redundant	Dual Redundant
Hard Drive Configuration	Internal: 2 ea. 73GB 15KRPM serial attached SCSI  Additional Drives (separate enclosure): 5 ea. 300GB 15KRPM serial attach SCSI  RAID1/RAID5	Internal: 2 ea. 146GB 15KRPM serial attached SCSI 6Gbps hot plug  Additional Drives (separate enclosure): 5 ea. 300GB 10KRPM serial attach SCSI Hot Plug  RAID1/RAID5
CPU	2 ea. Intel Xeon X5570, 2.93GHz, 8M Cache, 6.40GT/s QPI, Turbo, HT	4 each Intel Xeon E7540, 2.0GHz, 18MB cache, 6.4GT/S QPI, Turbo HT, 6 Core, 1066MHz.
Network Interface Cards	4 each. Full Ethernet 10/100/1000 Base-T	2 each, Dual Port Gigabit (1000Mb)NIC w/TOE iSCSI PCIe.
RAM	48GB (12x4GB), 1066MHz dual ranked RDIMMs optimized for 2 processors.	128GB (32x4GB), 1066MHz Quad Ranked RDIMMs for 4 processors, Power Optimized.
HBA	Fiber channel. Dual (2ea.) Qlogic 4GB Optical fiber channel. Model 2460 or better.	Fiber channel. Dual (2ea.) Qlogic Dual Channel, 4Gb Optical fiber channel HBA PCIe.
External Storage Controller	SAS RAID controller, external, PCIe, 256MB Cache.	SAS RAID controller, external, PCIe, 512MB Cache (minimum).
Maintenance	3 Year, 24/7, 4 hour on-site (or NBD if specified), parts & labor included.	3 Year, 24/7, 4 hour on-site, parts & labor included
Additional Hardware Requirements	Rails w/ cable management.  Internal DVD+/- RW, SATA drive.	Rails w/ cable management arm.  Internal DVD+/- RW, SATA drive.

### 1.1.1.6 Networks and Telecom

Component	Current Standards
Protocols	TCP/IP - Network environment is pure IP EIGRP - WAN, MAN, Campus, Access & Distribution layer routing protocol BGP4 - ISP routing protocol SCCP, H.323 - IP Telephone and Video protocols
Structured Cabling Standard Access Layer Cabling	CAT-5E – Legacy PC and Server Connectivity CAT-6 – New construction where applicable Single-Mode Fiber – Data Center, Campus, and Metro connections depending on distance Multi-Mode Fiber - Data Center, Campus, and Metro connections depending on distance
WAN, MAN, Campus & Internet Connection Types	T1 Frame Relay – Legacy WAN Locations 10Mb & 100Mb MetroEthernet – New and upgraded WAN & MAN locations 100Mb MetroEthernet – Internet connectivity Gigabit Ethernet – Campus, Access & Distribution uplinks Gigabit and 10Gigabit – Data Center uplinks & Server connectivity
Campus MAN, WAN Connectivity	Cisco 2600/2800 – WAN sites Cisco 7200 – WAN aggregation Cisco 3750G – WAN, MAN & Campus Uplinks Cisco 4500 – Large site Distribution switches Cisco 6500/Sup720 – Data Center, Core, and Campus Distribution Cisco ONS 15454 – Inet MAN
Campus Switching	Cisco 3750POE – Wiring Closets Cisco 3750G – Building Closet aggregation & MetroEthernet termination
Internet Connectivity, Security, Web Content Caching	Cisco ASA 5550 – Internet Firewalls Cisco ASA 5520 – VPN Termination Aventail EX7000 – Clientless VPN Termination Cisco VPN 3000 – Legacy VPN Termination Cisco IronPort S370, M1070 – Web Content, URL filtering & Caching
Content Switching/Load Balancing	Cisco CSS 11506
IP Telephone Applications and Platforms	Cisco CUCM 7.1.5 Cisco IPCC/UCCX Premium Express 7.0.1 Cisco Unity 7.0.2 – Unified Messaging with Exchange Cisco Emergency Responder 7.1.1 Berbee Informacast 6.0.1 Cisco MCS 7845-H2, 7845-I3, 7835-I3 – IPT Application servers

### 1.1.1.7 Networks and Telecom (cont'd)

Component	Current Standards
Wireless	Cisco Wireless Control System 6.0 Cisco 4400 Wireless LAN Controllers Cisco 5500 Wireless LAN Controllers Cisco Aironet 1131AG Access Points Cisco Aironet 1250N Access Points Cisco Aironet 1141N Access Points Cisco Aironet 1310 Wireless Bridge
Data Center Management	Main UPS's - Manufacturer GE Model SG Series (225-KVA) PDU – PDI (50-KVA) Model M4  Sever Cabinets: APC - PDU's Models: <ul style="list-style-type: none"> <li>• AP7832</li> <li>• AP7841</li> </ul>
Closet Power Management	UPS Models: <ul style="list-style-type: none"> <li>• Smart-UPS 3000 RM XL</li> <li>• Smart-UPS 2200 RM XL</li> <li>• Smart-UPS 3000 RM XL</li> <li>• Smart-UPS 1500 RM XL</li> <li>• Smart-UPS 1400 RM XL</li> <li>• Smart-UPS 8000 RM XL</li> <li>• Smart-UPS RT 8000 XL</li> <li>• Smart-UPS RT 5000 XL</li> <li>• Symmetra LX 16000 RM</li> </ul> All UPS Models – connected via Male-Twist-Lock connector All UPS Models – equipped with temperature sensors Monitoring application – Utilizing APC - InfraStruXure Central
Data Center and Closet Video Monitoring	Camera Type: <ul style="list-style-type: none"> <li>• NetBotz 320</li> <li>• NetBotz 420</li> <li>• NetBotz 450</li> <li>• NetBotz 500</li> </ul> Monitoring application – Utilizing APC - InfraStruXure Central (devices and surveillance view)
Video Conferencing	Polycom/Tandberg

### 1.1.1.8 Handheld Mobile Devices

Device	Current Standards
Blackberry	RIM Blackberry Model 9330 Service Provider: Sprint

### 1.1.1.9 GIS

Application	Current Standards
GIS Suite	Esri ArcGIS v10.0 Server/Desktop

### 1.1.2 INTERFACE WITH OTHER SYSTEMS

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

Apache 2.2 – See Acceptable Standards below

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

## 1.2 TESTING REQUIREMENTS

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

- The proposer shall certify in writing to the County that the application system is completely installed, meets all design requirements, is free of defects, the data conversion is complete, accurate, correct and the total system (application, file building, conversion, back-up and recovery procedures) is ready for operation.
- The proposer shall be prepared to demonstrate all functions of the system prior to the start of user acceptance testing.
- The proposer shall provide documentation and interface specifics on each interface to our existing Fulton County systems.
- Upon receipt of the letter of certification from the proposer by Fulton County, a sixty (60) day period of user acceptance testing will commence. User acceptance testing will include an intensive exercise of each component and module of the system simulating a normal workload. This testing will provide assurance that the various components and modules

of the system operate as specified. During this period, the system shall demonstrate a total availability of 99.99% or more.

- Acceptance Criteria
  - The Application Software meets the current published product specifications and documentation;
  - The Application Software is capable of running a variety of data on a repetitive basis without failure;
  - The Application Software meets the requirements and specifications described in this document and discussed with Contractor during the analysis;
  - All Documentation has been delivered and reasonably accurately reflects the operation of the Application Software;
  - All specified training has been conducted and accepted by Fulton County.
  - The Interfaces properly provide the data necessary without disrupting the performance of the system or disrupting any of the original data files.
- Once this acceptance testing is complete and Fulton County verifies the acceptable installation, the warranty period will begin.
- The system will be considered “unavailable” if any of the following conditions occur:
  - Any component or module capability is not available to all active workstations.
  - Any feature or specification either required within this document or stated in the manufacturer’s response or literature does not perform as stated.
  - Conversion of all existing data files is not complete or is incompatible
  - Interface to existing systems has not been completed
  - Reporting features are not available
  - Training for support and user personnel is incomplete or has not been accepted by the technical designee specified the “Professional Services” section.

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

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

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

## **1.3 TRAINING REQUIREMENTS**

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

### **1.3.1 USER TRAINING**

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

### **1.3.2 DoIT TRAINING**

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

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

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

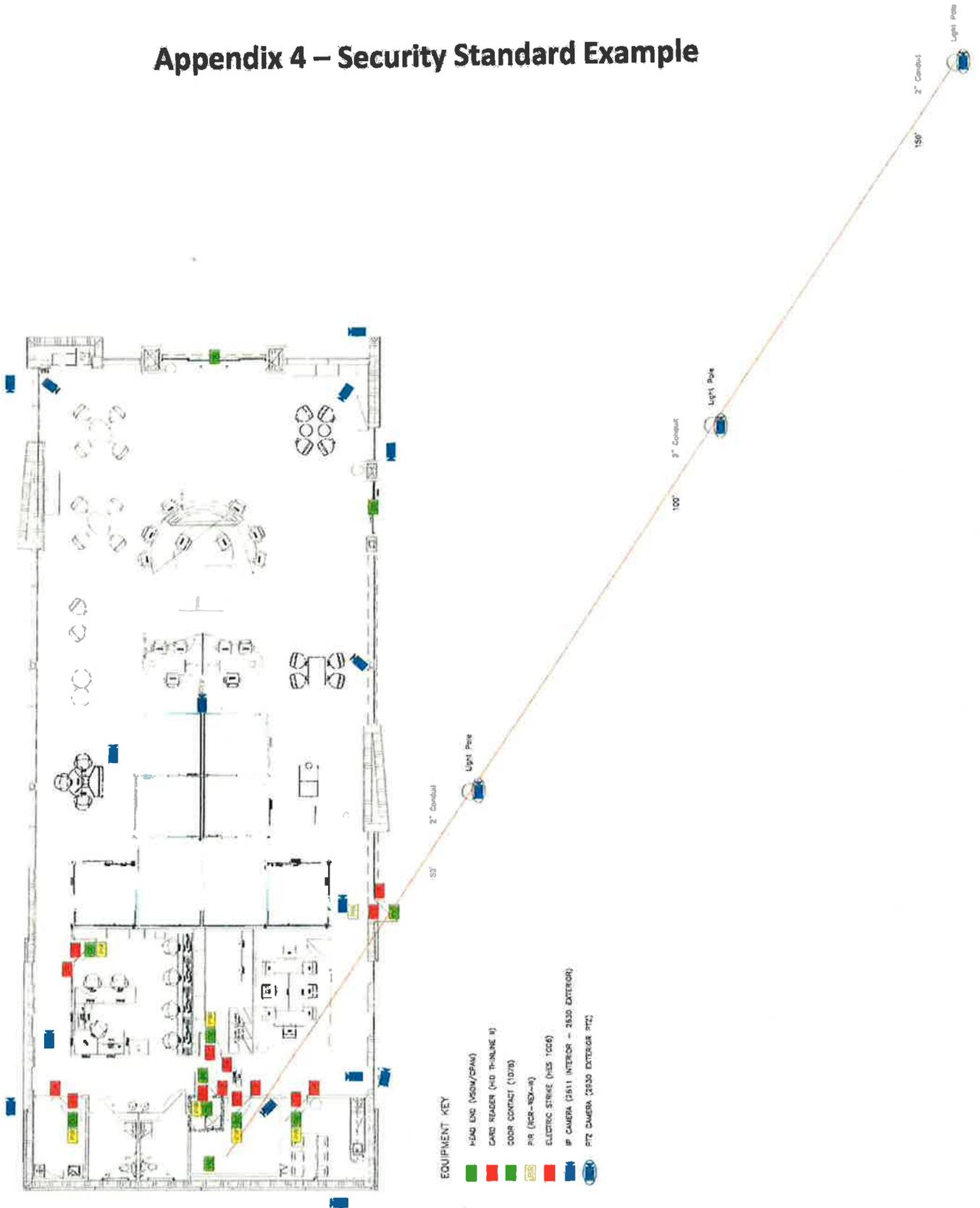
## **1.4 APPLICATION DOCUMENTATION**

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

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

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

# Appendix 4 – Security Standard Example



## **Appendix 5 - Integrated Library Automation System**

- **SIRSI – Symphony**
- **EnvisionWare Management – PC Management**
- **EnvisionWare – PC Reservation – PC Access and Sessions Control**
- **3M – SelfCheck – check out of library materials via barcode**
- **SVA – Automated Phone Notification**