FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

People *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

REQUEST FOR INVITATION TO BID NO.: 08ITB60474YBR-TR

TELECOMMUNICATIONS EQUIPMENT MAINTENANCE

For

INFORMATION TECHNOLOGY DEPARTMENT

BID DUE DATE AND TIME: Tuesday, August 19, 2008 at 11:00 A.M.
BID ISSUANCE DATE: Monday, July 21, 2008
PRE-BID CONFERENCE: Tuesday, July 29, 2008 at 10:00 A.M.
PURCHASING CONTACT: Terrence Reese @ (404) 612-4215
E-MAIL: terrence.reese@fultoncountyga.gov

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

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INVITATION TO BID
08ITB60474YBR-TR Telecommunications Equipment Maintenance
FULTON COUNTY GOVERNMENT

SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government ("County") invites sealed bids for 08ITB60474YBR-TR Telecommunications Equipment Maintenance.

1. GENERAL INFORMATION

a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website http://www.fultoncountyga.gov under "Bid Opportunities".

b. **The Bid package consists of the following scope of work:** To provide Telecommunications Equipment Maintenance for the County's existing telephone switches (PBXs), Voice-Mail Systems, and other devices currently employed to support its telecommunications function and to connect County Offices to the Public Switched Telecommunications Network (PSTN). The detailed scope of work and technical specifications are outlined in Section 7 of this bid document.

c. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.

d. **Bid Contact**: Information regarding the bid, either procedural or technical, may be obtained by contacting Terrence Reese, Assistant Purchasing Agent at (404) 612-4215 or e-mail terrence.reese@fultoncountyga.gov. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Department of Purchasing and Contract Compliance
Attn: Terrence Reese
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-4215
Fax: (404) 893-1739
Reference Bid # 08ITB60474YBR-TR Telecommunications Equipment Maintenance

2. PRE-BID CONFERENCE

A pre-bid conference will be held on Tuesday, July 29, 2008 at 10:00 A.M. in the Fulton County Department of Purchasing and Contract Compliance Bid Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide and initial verbal, non-binding verbal response to questions concerning these bid specifications and to discuss issues from the bidder's perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written and responded to by the County in written communications will be official.

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

4. PREPARATION AND SUBMISSION OF BIDS

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

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

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

b. Bids must be sealed and clearly marked identifying the following information:

1. Bidder's Name/Company Name and Address.
2. Bids shall be addressed to:

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

RE: 08ITB60474YBR-TR Telecommunications Equipment Maintenance

5. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS: A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

6. ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Terrence Reese no later than 2:00 PM, Tuesday, August 12, 2008. The County will not respond to any requests oral or written received after this date. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

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

7. REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

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

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

8. TERM OF CONTRACT:

The initial term of contract shall be for a period of twelve (12) months from date of signed agreement by both parties and will include two (2) one (1) year renewal options pending successful vendor performance and available funding.

9. NO CONTACT PROVISION

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

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

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.

10. BID AND CONTRACT SECURITY: (Not required for this project)

11. RIGHT TO REJECT BIDS: The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

12. 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.

13. EXAMINATION OF CONTRACT DOCUMENTS: Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

14. INSURANCE AND RISK MANAGEMENT PROVISIONS: Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in Section 6 of this bid document. The bidder is required to sign the document and include it with its bid submission.

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

16. BID OPENING: Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.

Please indicate if license is applicable or non-applicable to this project

17. PROFESSIONAL LICENSES *(APPLICABLE)/ (NON-APPLICABLE)*

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

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

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

18. DETERMINATION OF SUCCESSFUL BIDDER: Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

1) **Responsibility*:*** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:

   a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
   b) Maintains a permanent place of business individually or in conjunction with the prime contractor.

c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
d) Has adequate personnel and equipment to do the work expeditiously.
e) Has suitable financial means to meet obligations incidental to the work.

2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

19. **NOTICE OF AWARD OF CONTRACT:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

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

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

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

20. **BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

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

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

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

Should the contractor and/or surety fail to execute the documents within the time specified the County shall have the right to proceed on the Bid Bond accompanying the bid.

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

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

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

22. JOINT VENTURE: Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

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

24. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS

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

Construction contracts are exempt from the requirements of this section.

25. BID GENERAL REQUIREMENTS

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

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.

2. All signatures must be executed by person(s) having contracting authority for the Bidder.

3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.

4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.

5. The original and the required number of copies of the Bid must be returned to:

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

   Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

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

7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.

8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.

9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.

10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.

11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.

12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.

14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.

15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications,

and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.

16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.

17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.

18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.

19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.

20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.

21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.

22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).

23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide

Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.

25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.

26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.

27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.

28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.

29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.

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

    Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the Bids, any award will be subject to the Bid being:

    A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
    B. Lowest cost to the County over projected useful life.
    C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

32. 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.

33. 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.

34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

35. 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.

36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

Required Bid Submittal Check List for Invitation to Bid (ITB)

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

Submit one (1) Original bid, signed and dated and five (5) **complete** copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	Bid Form – **submittal shall show amounts for both Base Bid and Alternate and shall be signed and sealed by the bidder.** All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.	
2	Acknowledgement of each Addendum	
3	Bid Bond (separate envelope if Public Works Construction project)	
4	PURCHASING FORMS: Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Georgia Utility Contractor License (if applicable) Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H - Georgia Security and immigration Subcontractor Affidavit	
5	OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS: Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
6	Risk Management Insurance Provisions Form	
7	*Any additional requirements that the User Department would like to include should be added to this check list.*	
8		
9		
10		
11		
12		

SECTION 2

BID FORM

08ITB60474YBR-TR Telecommunications Equipment Maintenance

Submitted _____, 2008

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

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

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

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

$_____
(Dollar Amount in Numbers)

_____
(Dollar Amount in Words)

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

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work

be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

_____

_____

Business Phone: _____

Bidder's Contractor License No: _____
[State/County]

License Expiration Date: _____

Enclosed is a Bid Bond in the approved form, in the sum of:

_____Dollars

($_____) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

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

Name	Address

END OF SECTION

SECTION 3

PURCHASING FORMS & INSTRUCTIONS

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

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

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Georgia Professional License Certifications ***(if applicable)***
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Declaration of Employee-Number Categories
- Form G: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form H: Georgia Security and Immigration Subcontractor Affidavit

[If applicable, insert any additional forms required by your project]

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

_____

(COMPANY NAME)

_____

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2008

_____

(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 B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(s) ___ To ___, And/Or Appendices ___ To ___, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

(1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

(2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

(1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

(2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

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

Authority to suspend

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

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 statues arising out of the solicitation and submission of bids and proposals;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;

b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;

c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or

d. Falsification of any documents.

(5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

(6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

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

[SIGNATURES ON NEXT PAGE]

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 _____, 2008

_____

(Legal Name of Offeror) (Date)

_____

(Signature of Authorized Representative) (Date)

_____

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

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

LITIGATION DISCLOSURE:

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

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

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

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

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

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

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty or\f 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 _____, 2008

_____

(Legal Name of Proponent) (Date)

_____

(Signature of Authorized Representative) (Date)

_____

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 2008

_____

(Notary Public) (Seal)

Commission Expires: _____

(Date)

FORM F: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

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

□ 500 or more employees

□ 100 or more employees

□ Fewer than 100 employees

Company Name: _____

I certify that the above classification is true and correct.

Signed: _____

Printed: _____

Title: _____

Date: _____

FORM G: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided. The affidavit should be executed by Contractors who have indicated on Form F, Declaration of Employee-Number Categories, that they have 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: 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 _____, 2008

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 H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2008

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

SECTION 5

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

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

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

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

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

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

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

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

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

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

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

- **Exhibit G** - Prime Contractor's Subcontractor Utilization Report

EXHIBIT 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 owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

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

Firm's Name:_____

Address:_____

_____

Telephone Number:_____

This completed form is for (Check one) _____Bidder/Proposer _____Subcontractor

Submitted by: _____ Date Completed:_____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/ RFP NUMBER: _____

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

_____

_____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is_____is not____a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

   _____

   _____

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

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

Subcontractor Name:_____

Address:_____

Phone:_____

Contact Person:_____

Ethnic Group*:_____ County Certified**_____

Work To Be Performed:_____

_____

Dollar Value of Work: $_____ Percentage Value: _____%

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
DOLLAR VALUE OF WORK: $_____PERCENTAGE VALUE:_____%

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: ($)

Total Percentage Value: (%)

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

Signature/Title:_____

Firm or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

_____	_____
(Prime Bidder)	**(Subcontractor)**
Signature: _____	**Signature:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

_____
(Description of Work)

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

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;

2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;

3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name:_____ Title:_____ Date:_____

Signature:_____

Firm:_____

Address:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No.: _____

Project Name: _____

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

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

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

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

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

Name of Joint Venture (If Applicable): _____

Office Address: _____

Principal Office: _____

Office Phone: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.

2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?

3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.

4. Describe the estimate contract cash flow for each joint venturer.

5. To what extent and by whom will the on-site work be supervised?

6. To what extent and by whom will the administrative office be supervised?

7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?

8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?

9. Describe the experience and business qualifications of each joint venturer.

10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

11. Percent of ownership by each joint venture in terms of profit and loss sharing:_____
_____
_____
_____

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

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

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

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

Name	Race	Sex	Financial Decisions	Supervision Field Operation
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

FOR:_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

State of_____**:**

County of_____**:**

On this _____ **day of** _____**, 2008, before me, appeared**

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

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

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

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

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By:_____ _____
(Signature) (Printed Name)

END OF SECTION NO.: 5

SECTION 6

INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions
Information Technology

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

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.

- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).

- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

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

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **Workers Compensation/Employer's Liability Insurance – Statutory**
   (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	by Accident	Each Accident	$1,000,000
Employer's Liability Insurance	by Disease	Policy Limit	$1,000,000
Employer's Liability Insurance	by Disease	Each Employee	$1,000,000

2. **Commercial General Liability Insurance**
   (Including contractual Liability Insurance)

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

****To include Designated per Project/Location Endorsement #CG2503/CG2504****

3. **Business Automobile Liability Insurance**
   Combined Single Limits Each Occurrence $1,000,000
   (Including operation of non-owned, owned, and hired automobiles)

4. **Umbrella Liability**
   (In excess of above noted coverage's) Each Occurrence $2,000,000

5. **Electronic Data Processing Liability and Cyberspace/Online Liability**
   (Required if computer contractor) Limits $5,000,000
   Completed Operations – Statute of Repose for state of GA

6. **Electronic Errors & Omission Liability** Each Occurrence $5,000,000
   (To be provided when the Contract includes specified Professional Services, and will include Errors and Omissions coverage)

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

7. **Fidelity Bond, And Crime to Include Computer Fraud**
   (Employee Dishonesty) (Theft) Each Occurrence $100,000
   Above to include 3rd Party Coverage

Certificates of Insurance

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

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

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

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

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

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

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

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

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

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

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

Company: _____ Signature: _____

Name: _____ Title: _____ Date: _____

SECTION 7

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. Telecommunications Equipment Maintenance– General.

Fulton County is seeking to obtain Telecommunications Equipment Maintenance for existing telephone switches (PBXs), Voice-Mail Systems, and other devices currently employed to support its telecommunications function and to connect County Offices to the Public Switched Telecommunications Network (PSTN).

The purpose of this solicitation is to establish a contract for the maintenance and repair of selected telecommunications equipment to ensure the continued operation of County facilities. The Contractor will perform maintenance and make repairs to return to operation for selected equipment identified in this solicitation.

The County is in the process of migrating all of its existing telecommunications services to Voice over Internet Protocol (VoIP). The County anticipates converting all its facilities to VoIP over the next three years. The award resulting from this solicitation is intended to provide maintenance and repair of existing non-VoIP systems and devices until they can be converted to the County standard VoIP. Over the anticipated total 36 months of the agreement (twelve month award plus two renewal options) the inventory of equipment will be reduced as the County converts more facilities to VoIP. As the inventory is reduced, the amount of the contract will be adjusted, per the individual unit bid amount in the equipment list and pricing forms section of this solicitation.

Three distinct service levels are required. Service level "A" requires work to be performed during regular work hours with next business day response time on routine service calls. Emergency service calls require a 4 business hour response time. A monthly flat, all inclusive cost must be quoted for each location for this service level. Service level "B" requires that work be performed 24x7, 365 days/yr. with 4 hour response time. A monthly flat, all inclusive cost must be quoted for each location for this service level. Service level "C" requires that work to be performed during regular work hours with next business day response time for routine calls and 24x7x365 days w/ 4 hour response time for emergency calls. Level C shall be billed on per incident, time and materials basis rather than a monthly flat fee. Additional information regarding service levels is provided below. Equipment locations, inventory detail, as well as a place for vendor to list system pricing are located in attachments A, B. Determination of lowest bidder will be based upon the total sum price for all items listed on attachments A and B. Pricing is required to be furnished for both routine and emergency time and materials based service (service level C), however this pricing will be excluded in the calculation of lowest bidder.

The following summarizes the scope of this ITB and explains the system components, services, and service level requirements that must be included in the Bid.

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

2. Term of Award.

The intent of this solicitation is to obtain an agreement to provide for the maintenance of selected telecommunications equipment currently in place in Fulton County facilities to effect repairs as necessary and return to operation. The contract resulting from award of this solicitation will be for a period of twelve (12) months from date of signed agreement by both parties and include two (2) additional options for renewal with successful performance and available funding.

3. Current Environment

The County adopted CISCO as its standard network equipment platform for providing voice telecommunications service, via Voice over Internet Protocol (VoIP), as well as data in 2005. Since that time the County has been in the process of converting its entire telecommunications to the CISCO VoIP platform. In addition to CISCO, the current voice communications environment consists of multiple manufacturers' platforms, independently deployed, and maintained based on the communications needs at that time of the equipment's original installation. Maintenance for these non-VoIP platforms are the subject of this bid.

4. Scope of Work (SOW) - Telecommunications Equipment Maintenance

A. Functional Requirements

(Answer the questions in detail - Mandatory).

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

Provide responses to all items as either YES or NO indicating your ability to support, provide, and/or address the requirement. Also, bidders **must provide** detailed component information (description, or method of provisioning, or attached documentation) to verify that the category is addressed successfully.

Check marks, Answers of YES, without providing the requested identifying substantiating information addressing the item, or leaving an item blank, will be considered as non-compliant in meeting the minimum requirements of the specifications category. Failure to comply with this prerequisite will result in the response being considered as non-responsive and the respondent's bid will be disqualified.

The successful bidder must be certified to perform maintenance and repairs of the identified equipment by the original equipment manufacturer.

Detailed requirements are as follows:

B. Billing Requirements.

Electronic billing shall be performed on a monthly basis. No services may be billed later than forty-five 45 days past end of month during which maintenance service or coverage was provided. Any items removed or discontinued from maintenance coverage by Fulton County may be charged only through end of month during which the County provides written notification to remove from maintenance coverage.

The selected Vendor **must** provide electronic billing according to TCIF EDI Billing Guidelines for ANSI ASC X12 Version 4010 EDI invoicing, including but not limited to 811 level nine calls (81: Consolidated Service Invoice/Statement) and USOC level detail. Billing must contain as much or more detail than paper invoicing and be accurate and reliable for auditing back to contractual rates and terms. Refer to **American National Standards Institute (ANSI)** Committee X12 (standard format transaction sets for the exchange of electronic documents with EDI (Electronic Data Interchange) trading partners).

a. Will you comply and support this requirement?

Yes ___ or No ___

b. Detail how this will be provided:

c. Identify (or attach) your **billing reconciliation** methods and processes.

d. Describe the **procedures for handling questions** concerning bills and resolving them, to include verification, posting to account, effective date of credit, method of identifying credit, etc.

2. Service Requirements

a. Must be regularly and continuously engaged in the business of supplying, supporting, maintaining, and repair of Telecommunications equipment for at least five (5) years.

Yes ___ or No ___

1. **Identify start date: _____**

b. Bidder must possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this solicitation and be able to obtain parts and effect repairs on **all equipment identified in Attachment A.**

Yes ___ or No ___

1. **Refer to Attachment A and list certifications, and licensing as appropriate :**

c. Availability.
Bidder must have the capacity and capability to be available for those items identified with a requirement for support on 365 days a year, 24 hours a day, seven (7) days a week, including holiday's schedule.

Yes ___ or No ___

3. **Performance - Service Level Measurement:**
   The County expects to establish an acceptable minimum Service Level Agreement (SLA) with the successful bidder to provide a uniform measurement tool to verify delivery of service under the agreement resulting from the award of this solicitation. Service Levels to be as identified in the succeeding items in this section.

Yes ___ or No ___

   a. Upon award the successful bidder will establish a Service Level tracking and reporting system and will, at a minimum; provide a monthly report to Fulton County of performance in relation to minimum requirements for performing repairs from time call for repair till arrival of technician, time required for completion of repairs, and quality of service.

Yes ___ or No ___

      1. **Detail how this will be accomplished:**

4. **Levels of Support Required.**
   The County requires three (3) distinct categories or “service levels” of support to address its operational requirements. A description of these three levels is provided below. The specific locations and items assigned within each service level are itemized within attachments A, B, and C. The County reserves the right to add an item, change the service level of any item, or remove any item from any service level upon written notice to vendor. A description of each of the service levels is as follows:

A. **Service Level A: Maintenance to be available during regular business days (5 days a week, Monday thru Friday, 8:00 AM – 5:00 PM, excluding recognized holidays).** This includes a maintenance agreement to provide for maintenance and repairs, including labor, parts, components, software updates and patches, transportation expense, and any additional items or support required to return malfunctioning equipment to proper working order. All costs for this service are to be included in a fixed monthly price which vendor will provide for each location listed in attachment A.

Respondent must perform maintenance and repairs when requested, with on-site response by next business day for routine service calls. Emergency service calls shall have an on-site response of no longer than 4 business hours. Emergency service calls shall be defined as service call where greater than 50% of telephone sets at location are unable to place or receive calls.

Yes ___ or No ___

B. **Service Level B: Maintenance to be available seven days a week, 24 hours a day, 365 days per year, including all recognized holidays, 4 hour on-site response time required (24x7x365x4hr).** This includes a maintenance agreement to provide for maintenance and repairs, including labor, parts, components, software updates and patches, transportation expense, and any additional items or support required to return malfunctioning equipment to proper working order. All costs for this service are to be included in a fixed monthly price which vendor will provide for each location listed in attachment B.

Respondent must perform maintenance and repairs as required 24 x 7 x 365 days on selected equipment with 4 hour on-site response time.

Yes ___ or No ___

C. **Time and Materials Maintenance- to be available during normal business hours for routine service calls OR anytime on emergency basis when specifically requested.** This includes maintenance and repairs performed to return equipment into service, and are performed on a time and materials basis. There are currently no systems placed within this service level; however Fulton County reserves the right to add or transfer systems to this service level upon notification to vendor. Billing shall be only for specific incidents where Fulton County requests services on a T&M basis for systems

not included in attachment A or B. It is anticipated that this service level will be requested only on an occasional basis.

Respondent must be capable to perform routine T&M maintenance and repairs as required Monday thru Friday, 8:00 AM – 5:00 PM, excluding recognized holidays, with next business day response time when requested by designated Fulton County personnel.

Respondent must also be capable to perform emergency T&M maintenance and repairs on an emergency basis as required with a 24x7x365 day with 4 hour response time when specifically requested by designated Fulton County personnel to perform work on an "emergency basis".

Yes ___ or No ___

D. Account Management. Requirements to assist in managing the account and providing the ability to review usage for quality assurance and responsiveness in line with SLAs and industry best practices.

1. **Dedicated Account Representative ("Representative").**
   Upon receiving a contract as a result of this solicitation the successful bidder must assign a single Representative through whom all ongoing billing, support and account maintenance will be coordinated. This representative will be available during typical business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Submit dedicated account manager's name and resume including: telephone number, fax number, and e-mail address. The account manager will be responsible for all billing, support and maintenance for services awarded.

Yes ___ or No ___

a. Account Representative Contact Information:

Name: _____

Telephone Number: _____

Cell Phone: _____

FAX: _____

E-Mail: _____

6. **References.**
   Provide references of comparable organizations (or jurisdictions with similar coverage area, volume) and range of services. Include name of organization, description of service, and contact person in the organization responsible for contract to include name, mailing address, and telephone number and E-Mail address. **Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Reference 1
Organization: _____

Mailing Address: _____

Contact Person: _____

Telephone Number: _____

E-Mail Address: _____

Reference 2
Organization: _____

Mailing Address: _____

Contact Person: _____

Telephone Number: _____

E-Mail Address: _____

Reference 3:
Organization: _____

Mailing Address: _____

Contact Person: _____

Telephone Number: _____

E-Mail Address: _____

SECTION 9

GENERAL CONDITIONS

NOT REQUIRED FOR THIS PROJECT

SECTION 10

SPECIAL CONDITIONS

NOT REQUIRED FOR THIS PROJECT

SECTION 11

PRICING FORMS

This section contains the appropriate schedules of pricing forms such as schedule of quantities and prices included in the items covered under the ITB. In the event that an item is added to a schedule subsequent to award of the bid, vendor pricing shall be the same as quoted for substantially like items within this bid.

Evaluation of bids will be based on lowest bid of respondents who meet all qualifying requirements in the previous sections of the document. **Determination of lowest bidder will be based on sum of prices itemized in attachments A&B. Bidder must make available and furnish pricing for all items on attachment C, however only attachments A and B will be considered in determining lowest bid. The items listed on the attachments are not to be construed as a guarantee for actual amount or specific items or quantity to be purchased** as a result of an award of this bid.

Determination of lowest responsive and responsible bidder will be accomplished as follows:

1. Bidder meets all qualifying criteria and answers all specification questions successfully as required in ITB.

2. Bidder provides itemized pricing for all site locations listed on Attachments A and B, as well as all items on Attachment C.

3. Bid is lowest of all bids received on sum of prices for all items listed on Attachments A and B.

Telecommunications Equipment Maintenance Pricing – Total Monthly Price for All Items Listed on Attachments A and B.

$ _____/ month

Note: Multiply the monthly total price above X12 months and enter as "Base Bid Amount" in section 2

D. All rates are considered to be fixed for the services/resources included in this solicitation. In the event Fulton County elects to renew the resulting contract, unit rates may not be increased by more than the percentage quoted below.

PERCENT OF PRICE INCREASE, IF ANY	YEAR 2	YEAR 3
Percentage	% _____	% _____

ATTACHMENTS

Attachment A

Listing and pricing sheet for all locations with equipment requiring “service level A”. Maintenance and repairs are to be performed during normal business hours. 5 days a week, with on-site response time by next business day for routine service calls. Emergency service calls shall have an on-site response time of no longer than 4 business hours. Emergency service calls for service level A shall be defined as service call where greater than 50% of telephone sets at location are unable to place or receive calls.

Attachment B

Listing of locations with equipment requiring **“Service Level B”** Maintenance and repairs are to be performed as required 24 X 7 X 365 days with 4 hour on-site response time.

Attachment C

Pricing sheet for **“Service Level C”** Maintenance and repairs are to be performed and billed on a per-incident, time and materials basis. Separate pricing is requested for routine (normal business hours w/ next business day response) and “emergency” (24x7x365 w/ 4 hour response) service calls.

Bidder must provide a price for all site locations listed in Attachments A and B. Bidder must also furnish pricing for all items where requested in Attachment C. Leaving an item blank or failure to provide a price in any area where requested will render bid as unresponsive.

ATTACHMENT A
(Service Level A)

Site Locations #1 thru #57

Listing and pricing sheet for all locations with equipment requiring "service level A". Maintenance and repairs are to be performed during normal business hours. 5 days a week, with on-site response time by next business day for routine service calls. Emergency service calls shall have an on-site response time of no longer than 4 business hours. Emergency service calls shall be defined as service call where greater than 50% of telephone sets at location are unable to place or receive calls.

Fulton County Department of Information Technology - TDM Inventory Check List -Norstar

#1 Site Name - Ocee Library	**Monthly Price (Service Level A): $**
Address - 5090 Abbotts Bridge Rd	
City - Alpharetta, GA	
Zip - 30005	
Phone Number - 770-360-8897	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
KSU	NT7B53FA	1	48	
Fiber Card	NTBB20FB	2		
Fiber Port Card	NTBB06GA	1	2	
Fiber Adapter	NTAB2261	2		
Fast Rad	NT8B80AAB 1		1	
Line Card	NT7B75AAAE 3			
Power Supply	NT7B62FA	1		
Ram Cartridge	NTBB08GA	1		
Memory Card	NT7B46CG	1		
Call Pilot 150	NTAB9825	1	4	
VM Memory Card	NT5B82CN	1		

#2 Site Name - Alpharetta Library	**Monthly Price (Service Level A): $**
Address - 238 Canton St	
City - Alpharetta, GA	
Zip - 30004	
Phone Number - 770-740-2425	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
Line Card		1	4lines	
Station Card		2	16	
Processor		1		
Power Supply		1		

Fulton County Department of Information Technology - TDM Inventory Check List - Partner

#3 Site Name - Northest/Spruill Oaks Library				Monthly Price (Service Level A): $
Address - 9560 Spruill Road				
City - Alpharetta, GA				
Zip - 30022				
Phone Number - 770-360-8820				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R3.0	1		
Controller	206E R4.1	2	12	
Page Pal		1		Lucent
Fulton County Department of Information Technology - TDM Inventory Check List - Partner ACS				

#4 Site Name - Public Works				Monthly Price (Service Level A): $
Address - 11575 Maxwell Rd A2				
City - Alpharetta, GA				
Zip - 30201				
Phone Number -				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R3.0	1		
Controller	308EC	3	24	
Remote Access Card	12G2	1		
Partner Mail	5	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Merlin II				

#5 Site Name - Public Works				Monthly Price (Service Level A): $
Address - 11575 Maxwell Road B1				
City - Alpharetta, GA				
Zip - 30201				
Phone Number -				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R5.0	1		
Digital Line Card	408GS	1	8	
Digital Line Card	008MLX	1	8	
Analog Line Card	OO8	1	8	
Fulton County Department of Information Technology - TDM Inventory Check List -Norstar				

#6 Site Name - General Services				Monthly Price (Service Level A): $
Address - 3929 B Aviation Circle				
City - Atlanta, GA				
Zip - 30336				
Phone Number - 404-699-4220				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	48	
Fiber Card	NTBB06GA	1	6	
Fiber Station Card	NTBB41FB	2	32	
Fiber Adapter	NTAB2261	3		
Fast Rad	NT8B80AAB 2		3	
VM Application Mod	NT5B74AABJ 1		2	
T1 Card	NT7B74GA			
Power Supply	NT7B62FA	1		
Analog Trunk Cartridge	NT7B75GB	1		
Fulton County Department of Information Technology - TDM Inventory Check List – Partner				

#7 Site Name - Public Works				Monthly Price (Service Level A): $
Address - 3952 Aviation Circle Ste 200				
City- Atlanta, GA				
Zip - 30336				
Phone Number - 404-699-4200				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R5.0	1	8	
Controller	308EC	1	8	
Remote Access Card	12G2	1		
VM	R5.0	1		
VM Memory Card		1	2	
Fulton County Department of Information Technology - TDM Inventory Check List - Norstar				

#8 Site Name - Darnell Facility				Monthly Price (Service Level A): $
Address - 677 Fairburn Rd				
City - Atlanta, GA				
Zip - 30331				
Phone Number - 404-699-8580				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	32	
Fiber Card	NTBB06GA	1	6	
Fiber Station Card	NTBB41FB	1	16	
Fiber Adapter	NTAB2261	2		
Fast Rad	NT8B80AAB 2	1	1	
VM Application Mod	NT5B74AABJ 1		2	
T1 Card	NT7B74GA	1		
Power Supply	NT7B62FA	1		
Analog Trunk Cartridge	NT7B75GB	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Partner				

#9 Site Name - West Mental Health				Monthly Price (Service Level A): $
Address - 475 Fairburn Rd				
City - Atlanta, GA				
Zip - 30331				
Phone Number - 404-691-9627				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor R4.1	R4.1	1		
Controller	308EC	1	8	
Controller	206E R3.1	7	42	
Controller	206E R3.0	1	6	
Expansion Processor	R3.1	1		
Partner Mail		1	4	
Fulton County Department of Information Technology - TDM Inventory Check List -Partner				

#10 Site Name - South Mental Retardation Training Center				Monthly Price (Service Level A): $
Address - 2605 Fairburn Rd				
City - Atlanta, GA				
Zip - 30331				
Phone Number - 404-346-8365				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	ACS	1	8	
Controller	206E 4.1	1	6	
Memory Card		1		
Controller	400E	1	2	
VM	R4.1			
VM Memory Card		1		
Fulton County Department of Information Technology - TDM Inventory Check List - Spirit 308				

#11 Site Name - Southwest Library				Monthly Price (Service Level A): $
Address - 3665 Cascade Rd				
City - Atlanta, GA				
Zip - 30331				
Phone Number - 404-699-6363				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
ATT Spirit	308	1	8	
Fulton County Department of Information Technology - TDM Inventory Check List - Partner				

#12 Site Name - Dogwood Library				Monthly Price (Service Level A): $
Address - 1836 Donald Lee Hollowell Pkwy				
City - Atlanta, GA				
Zip - 30318				
Phone Number - 404-792-4962				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R2.0	1		
Controller	206E R4.1	1	6	
Fulton County Department of Information Technology - TDM Inventory Check List - Norstar				

#13 Site Name - Carver Homes Library		Monthly Price (Service Level A): $		
Address - 215 Lakewood Way SW				
City - Atlanta				
Zip - 30315				
Phone Number - 404-635-4012				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	16	
Line Card	NT7B75AAAE 1			
Power Supply	NT7B62FA	1		
Memory Card	NT7B64HA	1		
Fulton County Department of Information Technology - TDM Inventory Check List -Partner				

#14 Site Name - Cleveland Ave Library		Monthly Price (Service Level A): $		
Address - 47 Cleveland Ave				
City - Atlanta, GA				
Zip - 30315				
Phone Number - 404-762-4116				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R2.0	1		
Controller	206E R4.1	1	6	
Controller	206E R3.1	1	6	
Fulton County Department of Information Technology - TDM Inventory Check List -Definity				

#15 Site Name - Center for Health & Rehabilitation		Monthly Price (Service Level A): $		
Address - 265 BOUVELARD				
City - Atlanta, GA				
Zip - 30312				
Phone Number - 404-730-1650				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor Board	TN2404	1		
Processor Interface	TN785	1		
Network Interface	TN2401	1		
Tone Det/ Gen	TN218LC	1		
Expansion Interface	TN776	1		
Digital Line Card	TN754B	3	24	
Digital Line Card	TN754	5	40	
Analog Line Card	TN742	1	8	
Analog Line Card	TN746	2	32	
Analog Line Card	TN746B	1	16	
Analog Line Card	TN793B	1	24	
Analog Line Card	TN746B	1	24	
Digital Line Card	TN2224B	1	24	
Power Supply	011P10Z8387 1	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Partner				

#16 Site Name - Oak Hill DFCS		Monthly Price (Service Level A): $		
Address - 2799 Metropolitian Pwky				
City - Atlanta, GA				
Zip - 30315				
Phone Number - 404-762-4111				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R3.0	1	8	
Controller	308EC R3.0	1	8	
Remote Access Card	12G2	1		
Memory Card VM		1		
Voicemail	R4.0	1	2	
Fulton County Department of Information Technology - TDM Inventory Check List -Norstar				

#17 Site Name -		Monthly Price (Service Level A): $		
Address - 515 John Wesley Dobbs				
City - Atlanta, GA				
Zip - 30312				
Phone Number - 404-523-3353				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	64	
Fiber Card	NTBB06GA	1	6	
Fiber Station	NTBB41FB	1	16	
Fiber Adapter	NTAB2261	3		
Fast Rad	NT8B8)AAB	1	1	
VM Application Mod	NT5B74AABJ 1		2	
Power Supply	NT7B62FA	1		
Ram Cartridge	NT5B08GA	1		
Memory Card	NT7B8442	1		
Line Card	NT7B75AAAE 1			
T1 Card	NT7B74GA	1		
Fulton County Department of Information Technology - TDM Inventory Check List – Partner				

#18 Site Name - Adamsville Health and Wellness		Monthly Price (Service Level A): $		
Address - 3699 Bakers Ferry Rd				
City - Atlanta, GA				
Zip - 30331				
Phone Number - 404-699-4215				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R4.1	1		
Controller	206E R4.1	4	24	
Controller	206E R3.1	2	12	
Voicemail	R4.1	1	2	
VM Expansion Card		1		
Expansion Processor	R3.1	1		
Fulton County Department of Information Technology - TDM Inventory Check List -Partner				

#19 Site Name - Fulton County Central Maintance Facility		Monthly Price (Service Level A): $		
Address - 895 Marietta Blvd				
City - Atlanta, GA				
Zip - 30318				
Phone Number - 404-792-4940				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R7.0	1		
VM	Intunity	1	2	
Digital Line Card	408GS	2	16	
Digital Line Card	008MLX	1	8	
Analog Line Card	OO8	1	8	
Analog Line Card	O12	1	12	
Power Supply		2		
Outside Line Card	400GS	1	4	
Fulton County Department of Information Technology - TDM Inventory Check List -Norstar				

#20 Site Name - Animal Control		Monthly Price (Service Level A): $		
Address - 860 Marietta Blvd				
City - Atlanta, GA				
Zip - 30318				
Phone Number - 404-794-0358				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	48	
Fast Rad	NT8B8OAAB 1		1	
Power Supply	NT7B62FA	1		
CID Trunk Card	NT5B41GA	1	6	
Line Card	NT7B75AAAE 1		6	
Ram Cartridge	NTBB08GA	1		
Memory Card	NT7B644A	1		
Call Pilot 150	NTAB9825	1	2	
Fulton County Department of Information Technology - TDM Inventory Check List - Definity				

#21 Site Name - Dunbar Library/Juvenile Court	Monthly Price (Service Level A): $
Address - 395 Pryor St	
City - Atlanta, GA	
Zip - 30303	
Phone Number -	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
Processor	TN244	1		
Network Interface	TN2401	1		
Expansion Interface	TN776	1		
Tone Det/Gen	TN2182C	1		
C-Land Card	TN799DP	1		
Power Supply	1217A	2		
Power Unit	TN2313AP	3		
Power Unit	TN464GP	1		
Digital Line Card	TN2224CP	18	24	per card
Digital Line Card	TN2224B	2	48	
Analog Line Card	TN793B	2	48	
Analog Line Card	TN744E	1	16	
VM		1		

Fulton County Department of Information Technology - TDM Inventory Check List - Partner

#22 Site Name - Perry Homes Library	Monthly Price (Service Level A): $
Address - 2121 Hollywood Rd	
City - Atlanta, GA	
Zip -	
Phone Number - 404-792-4994	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
Processor	ACS R4.0	1	8	
Remote Access Card	12G2	1		

#23 Site Name - East Atlanta Library	Monthly Price (Service Level A): $
Address - 400 Flat Shoals Rd	
City - Atlanta, GA	
Zip - 30316	
Phone Number - 404-730-5438	

Description	P/N	Quantity	Port s	Miscellaneous Info/Notes
KSU	NT7B53FA	1	24	
Power Supply	NT7B62FA	1		
Memory Card	NT7B66DT	1		
Line Card	NT7B75AAAC 1			

Fulton County Department of Information Technology - TDM Inventory Check List -Partner

#24 Site Name - West End Library				Monthly Price (Service Level A): $
Address - 525 Peeples St				
City - Atlanta, GA				
Zip - 30310				
Phone Number - 404-752-8740				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R3.1	1		
Controller	2.06E+03	1	6	
Fulton County Department of Information Technology - TDM Inventory Check List - Partner				

#25 Site Name - Quality Assistance Living				Monthly Price (Service Level A): $
Address - 4001 Danforth Rd				
City - Atlanta, GA				
Zip - 30331				
Phone Number - 404-699-1686				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R4.0	1		
Processor	R3.1	1	4	lines
Controller	206E R3.1	2	12	
Controller	206E R4.1	1	6	
Fulton County Department of Information Technology - TDM Inventory Check List -Partner				

#26 Site Name - Kirkwood Library				Monthly Price (Service Level A): $
Address - 11 Kirkwood Rd NE				
City - Atlanta, GA				
Zip - 30317				
Phone Number - 404-377-6471				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Partner Processor	206	1	6	
Fulton County Department of Information Technology - TDM Inventory Check List - Norstar				

#27 Site Name - Sandy Springs Library				Monthly Price (Service Level A): $
Address - 395 Mt Vernon Hwy				
City - Atlanta, GA				
Zip - 30328				
Phone Number - 404-303-6130				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	32	
Fast Rad	NT8B80AAB	B 1	1	
Power Supply	NT7B62FA	1		
Memory Card	NT7B66DT	1		
Line Card	NT7B75AAAC 1			
Ram Cartridge	NTBB08GA	1		
Fulton County Department of Information Technology - TDM Inventory Check List -Partner				

#28 Site Name - Sandy Springs Health Center				Monthly Price (Service Level A): $
Address - 330 Johnson Ferry Rd				
City - Atlanta, GA				
Zip - 30328				
Phone Number - 404-303-6162				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor ACS	R4.0	1	8	
Controller	R3.0	1	8	
Partner Messaging	R1	1		
Remote Access Card	12G2	1		
Memory Card	VM	1	2	
Fulton County Department of Information Technology - TDM Inventory Check List -Spirit 1224				

#29 Site Name - Buckhead Library				Monthly Price (Service Level A): $
Address - 269 Buckhead Ave				
City - Atlanta, GA				
Zip - 30305				
Phone Number - 404-814-3500				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Line Card		1	4 lines	
Station Card		2	16	
Processor		1		
Power Supply		1		
Fulton County Department of Information Technology - TDM Inventory Check List -Spirit 1224				

#30 Site Name - Northside Library				Monthly Price (Service Level A): $
Address - 3295 Northside Pkwy				
City - Atlanta, GA				
Zip - 30305				
Phone Number - 404-814-3508				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Line Card		1	4 lines	
Station Card		1	8	
Processor		1		
Power Supply		1		
Fulton County Department of Information Technology - TDM Inventory Check List - Spirit 1224				

#31 Site Name - Ponce de Leon Library				Monthly Price (Service Level A): $
Address - 980 Ponce de Leon Ave				
City - Atlanta, GA				
Zip - 30306				
Phone Number - 404-885-7820				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Line Card		1	4lines	
Station Card		1	8	
Processor		1		
Power Supply		1		
Fulton County Department of Information Technology - TDM Inventory Check List -Partner				

#32 Site Name - Peachtree Library				Monthly Price (Service Level A): $
Address - 1315 Peachtree St NE				
City - Atlanta, GA				
Zip - 30309				
Phone Number - 404-885-7830				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
ACS Processor	103G16	1	8	
Power Supply		1		
Fulton County Department of Information Technology - TDM Inventory Check List - Partner CKE5				

#33 Site Name - Auburn Ave Research Library				Monthly Price (Service Level A): $
Address - 101 Auburn Ave				
City - Atlanta, GA				
Zip - 30303				
Phone Number - 404-730-4001				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor CKE5	617W33-K	1		
52 412 TDL	617B52	1		
024 TDL	617B58	1	24	
016 T/R	617F34	1	16	
800 CLID	617D31	2	16	
Power Supply	491D1	1		
Power Supply	4.91E+03	1		
Merlin Messaging	617C49	1	4	
Fulton County Department of Information Technology - TDM Inventory Check List - Spirit 1224				

#34 Site Name - Adamsville Library				Monthly Price (Service Level A): $
Address - 3424 MLK JR Dr				
City - Atlanta, GA				
Zip - 30311				
Phone Number - 404-699-4206				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Line Card		1	4lines	
Station Card		1	8	
Processor		1		
Power Supply		1		
Fulton County Department of Information Technology - TDM Inventory Check List -Norstar				

#35 Site Name - Washington Park Library				Monthly Price (Service Level A): $
Address - 1116 MLK JR DR				
City - Atlanta, GA				
Zip - 30303				
Phone Number - 404-762-8760				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	24	
Power Supply	NT7B62FA	1		
Memory Card	NT7B66DT	1		
Line Card	NT7B75AAAC 1			
Fulton County Department of Information Technology - TDM Inventory Check List - Merlin				

#36 Site Name - Center Hill Health Center				Monthly Price (Service Level A): $
Address - 3201 Atlanta Industrial Blvd Ste 302				
City - Atlanta, GA				
Zip - 30331				
Phone Number - 404-699-6370				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor Module		1		
Voicemail	410	1	4	
4outside/8voice	408	3	24	
8 voice card	8	2	16	
Power Supply		1		
Fulton County Department of Information Technology - TDM Inventory Check List -Partner				

#37 Site Name - Lakewood Health Center				Monthly Price (Service Level A): $
Address - 1853 Jonesboro Rd				
City - Atlanta, GA				
Zip -30315				
Phone Number - 404-624-0626				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor Module	R4.0	1	8	
Processor Module	200	1		
Controller	206E R3.0	1	6	
Controller	206E R4.1	1	6	
Remote Access Card	12G2	1		
Partner Page	R1	1	2	
Fulton County Department of Information Technology - TDM Inventory Check List -Partner				

#38 Site Name - Steward Lakewood Library				Monthly Price (Service Level A): $
Address - 2893 Lakewood Ave SW				
City - Atlanta,GA				
Zip - 30315				
Phone Number - 404-762-4054				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor Module	206	1	6	
Fulton County Department of Information Technology - TDM Inventory Check List -Legend				

#39 Site Name - Big Creek Sewer Treatment Plant				Monthly Price (Service Level A): $
Address - 1030 Marietta Hwy Admin Building				
City - Roswell, GA				
Zip - 30075				
Phone Number - 770-640-3061				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R3	1		
Power supply		2		
Memory Card	12G2	1		
4ln/8digital Card	408GS/LS	2	16	
Outside Line card	400GS/LS	1	4	
Digital Telephone Card	008mlx	3	24	
Analog Card	O12	1	12	
Voicemail	Intunity	1	4	
Fulton County Department of Information Technology - TDM Inventory Check List - Norstar				

#40 Site Name - Roswell Library				Monthly Price (Service Level A): $
Address - 115 Norcoss St				
City - Roswell, GA				
Zip - 30075				
Phone Number - 770-640-3075				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	32	
Power Supply	NT7B62FA	1		
Line Card	NT7B75AAAC 1			
Memory Card	NT7B66DT	1		
Ram cartridge	NTBB08GA	1		
Fast Rad	NT8B80AAB 1		1	
Fulton County Department of Information Technology - TDM Inventory Check List - Partner ACS				

#41 Site Name - Abernathy Arts Center				Monthly Price (Service Level A): $
Address - 254 Johnson Ferry Rd				
City - Sandy Springs, GA				
Zip - 30328				
Phone Number - 404-303-6172				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor ACS	R3.0	1	8	
Partner Mail	R5.0	1		
Remote Access Card	12G2	1		
VM Memory Card		1		
Fulton County Department of Information Technology - TDM Inventory Check List - Partner				

#42 Site Name - Parks and Rec				Monthly Price (Service Level A): $
Address - 5565 Stonewall Tel				
City - College Park, GA				
Zip - 30349				
Phone Number - 770-306-3010				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor Module	R4.0	1	8	
Controller	308EC	1	8	
Remote Access Card	12G2	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Norstar				

#43 Site Name - College Park Library				Monthly Price (Service Level A): $
Address - 3647 Main St				
City - College Park, GA				
Zip - 30337				
Phone Number - 404-762-4060				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1		
Analog Station Card	NTBB51CA	1	16	
Copper Trunk Card	NT5B35	1		
Fulton County Department of Information Technology - TDM Inventory Check List -Norstar				

#44 Site Name - Human Services				Monthly Price (Service Level A): $
Address - 5710 Stonewall Tel Ste 160				
City - College Park, GA				
Zip - 30349				
Phone Number - 770-306-2414				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1		
Fiber Trunk	NTBB20FB	2		
Fiber 6 Port Card	NTBB06GA	1		
Station Port Adapter	NTAB2261	2	16	
Fast Rad	NT8B80AAA 1		4	
Fulton County Department of Information Technology - TDM Inventory Check List -Norstar				

#45 Site Name - Public Works				Monthly Price (Service Level A): $
Address - 5601 Stonewall Tel				
City - College Park, GA				
Zip - 30349				
Phone Number - 770-306-3105				
Description	**P/N**	**Quantity**	**Port s**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1		
Fiber Trunk	NTBB20FB	1		
Fiber 6 Port Card	NTBB06GA	1		
Fast Rad	NT8B80AAA 1		2	
Call Pilot	NTAB9825	1	2	
Analog Trunk Card	NT7B75AAAE 5	AE 4		
Fulton County Department of Information Technology - TDM Inventory Check List -Legend CKE5				

#46 Site Name - College Park Regional Health Center				Monthly Price (Service Level A): $
Address - 1920 John Wesley Ave				
City - College Park, GA				
Zip - 30317				
Phone Number - 404-765-4155				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	CKE5	1	2	
Trans Card	10A4	1		
4In/8digital Port Card	408RS	3	24	
8mlx(dig) telephone cd	008mlx	6	48	
Basic Line Card	16	4	64	
DSI Trunk Card	100D	2		
Basic Line Card	12	1	12	
Merlin Messaging	617A49	1	6	
Fulton County Department of Information Technology - TDM Inventory Check List – Norstar				

#47 Site Name - Public Safety Training Center			Monthly Price (Service Level A): $	
Address - 3025 Merk Rd				
City - College Park, GA				
Zip - 30349				
Phone Number - 404-346-7940				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1		
Fiber Station	NTBB41FB	3	48	
Station Port Adapter	NTAB2261	3	24	
Fast Rad	NT8B80AAB 4		4	
T1 Card	NT7B74AAAA 1			
Combo Fiber Card	NTBB25GA	1		
Power Supply	NT7B62FA	1		
Ram Cartridge	NTBB08GA	1		
Memory Card	NT7B66DT	1		
Call Pilot 150	NTAB9825	1	4	
Fulton County Department of Information Technology - TDM Inventory Check List -Norstar				

#48 Site Name - Camp Truitt Neighborhood Center			Monthly Price (Service Level A): $	
Address - 4300 Herschell Rd				
City - College Park, GA				
Zip - 30349				
Phone Number - 404-762-4085				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
3x8 KSU	NT5B05DQ	1	8	
Fulton County Department of Information Technology - TDM Inventory Check List -Norstar				

#49 Site Name - Welcome All Park			Monthly Price (Service Level A): $	
Address - 4255 Will Lee Rd				
City - College Park, GA				
Zip - 30349				
Phone Number - 404-762-4058				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT5B20	1	24	
Ram Cartridge	NT5B49FA	1		
Memory Cartridge	NT5B24DH	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Norstar				

#50 Site Name - South Fulton Mental Health Center				Monthly Price (Service Level A): $
Address - 1636 Connally Dr				
City - East Point, GA				
Zip - 30344				
Phone Number - 404-762-4042				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
AC/DC Power Supply	NTDK78AB	2		
SSC Fiber Card	NTDK20FA	1	4	
T1/PRI Card	NTRB21AC	2		
Trunk Card	NT8D14BB	1		
Digital Line Card	NT8D02GA	5	15	per card
Voice mail Option 11	NT6R16AA	1		
Fiber Revr Card	NTDK23BA	1		
Analog Card	NT8D09BA	1	16	
Local Carrier Interface	NT5D68CA	1		
Local Carrier I/F Ext	NT5D69CA	2		
Fulton County Department of Information Technology - TDM Inventory Check List -Norstar				

#51 Site Name - HJC Bowden Senior Multipurpose Facility				Monthly Price (Service Level A): $
Address - 2885 Church St				
City - East Point, GA				
Zip - 30344				
Phone Number - 404-762-4821				
Description	**P/N**	**Quantity**	**Port s**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	24	
Fiber Trunk	NTBB20FB	3		
Fiber Station	NTBB41FB	1	16	
Fiber To Copper	NTAB2261	5		
Fast Rad	NT8B80AAB	1	1	
VM Application Mod	NT7B74AAAA	1	4	
LS/DS Trunk Card	NT7B69AAAB	AB 2		
LS/DS Trunk Card	NT7B69AAA 6			
Power Supply	NT7B62FA	1		
Ram Cartridge	NTBB08GA	1		
Memory Card	NT7B66CU	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Norstar				

#52 Site Name - County Extension Office	Monthly Price (Service Level A): $
Address - 1757 Washington Rd	
City - East Point, GA	
Zip - 30344	
Phone Number - 404-762-4077	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
KSU	NT7B53FA	1	24	
Fast Rad	NT8B80AAB 1			
Call Pilot 150 Mini	NTAB9825	1	4	
Power Supply	NT7B62FA	1		
Ram Cartridge	NTBB08GA	1		
Memory Card	NT7B66CU	1		
Caller ID Trunk Card	NT7B75AAAE 2	2		

Fulton County Department of Information Technology - TDM Inventory Check List - Partner

#53 Site Name - East Point Library	Monthly Price (Service Level A): $
Address - 2757 Main St	
City - East Point, GA	
Zip - 30344	
Phone Number - 404-762-4842	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
Processor Module	R4.0	1	2	
Controller	206E R4.1	2	12	
Cabinet	103B8	1	5	slots

Fulton County Department of Information Technology - TDM Inventory Check List -Partner ACS

#54 Site Name - Hapeville Health Center	Monthly Price (Service Level A): $
Address - 3444 Claire Dr	
City - Hapeville, GA	
Zip - 30354	
Phone Number - 404-762-4025	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
Processor Module	R4.0	1	8	
Controller	308EC R3.0	1	8	
Remote Access Card	12G2	1		
Partner Messaging	R1	1	2	
Cabinet	103H5	1		5 slots

Fulton County Department of Information Technology - TDM Inventory Check List -Norstar ICS

#55 Site Name - Fulton County IT				Monthly Price (Service Level A): $
Address - 3037 Commerce Way				
City - Hapeville, GA				
Zip - 30354				
Phone Number - 404-762-4100				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Fast Rad		1	1	
Norstar Flash	NTAB2456	1	2	
Flash Memory Card	NT5B78EC	1		
KSU	NT7B53FA	1	36	
Power Supply	NT7B62FA	1		
Ram Cartridge	NTBB08GA	1		
Memory Card	NT7B8442	1		
Service Cartridge	NTBB24GA	1		
T1 Digital Card	NT7B74GA	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Norstar ICS				

#56 Site Name - Palmetto Neighborhood Senior Center				Monthly Price (Service Level A): $
Address- 510 Turner Ave				
City - Palmetto, GA				
Zip - 30268				
Phone Number - 770-463-4990				
Description	**P/N**	**Quantity**	**Port s**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1		
Power Supply	NT7B62FA	1		
Fast Rad	NT8B8OAAB	1	1	
Station Card	NTBB24GA	1	24	
Station Card	NT7B74GA	1	24	
Flash Memory Card	NTB5B78EC	1		
Norstar Flash	NTAB2456	1	2	
Fulton County Department of Information Technology - TDM Inventory Check List -Partner Plus				

#57 Site Name - South Fulton Library				Monthly Price (Service Level A): $
Address - 4055 Flat Shoals Rd				
City - Union City, GA				
Zip - 30291				
Phone Number - 770-306-3092				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor Module	R2.0	1	2	page, sdmr, moh
Controller	R3.1	2	12	
Controller	R3.0	1	6	
Controller	1.03E+11	1		

Total for all Attachment A (Service Level A) Site Locations: $_____/ month.

ATTACHMENT B
(Service Level B)

Site Locations #58 thru #67

Listing and price sheets for equipment requiring "service level B" maintenance and repairs on a 24 X 7 X 365 days with 4 hour on-site response time.

#58 Site Name - Fire			Monthly Price (Service Level B): $	
Address - 3977 Aviation Circle				
City - Atlanta, GA				
Zip - 30336				
Phone Number - 404-505-5700				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	48	
Copper Expansion Cd	NT5B27GA	1	6	
Memory Card	NT5B49FA	1		
Ram Cartridge	NT5B24DH	1		
Module	NT7B75GA	6		
Trunk Module	NT7B32FA	3	36	
Station Module	NT7B50FA	1	16	
Fulton County Department of Information Technology - TDM Inventory Check List -Definity				

#59 Site Name - Fulton County Jail	Monthly Price (Service Level B): $
Address - 901 Rice St	
City - Atlanta, GA	
Zip - 30303	
Phone Number - 404-613-2000	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
Processor Board	TN2404	3		
Processor Interface	TN785	3		
Network Interface	TN2401	3		
Tone Det/ Gen	TN218LC	3		
Expansion Interface	TN776	3		
Digital Line Card	TN754B	6	48	
Digital Line Card	TN754	8	64	
Analog Line Card	TN742	3	24	
Analog Line Card	TN746	3	48	
Analog Line Card	TN746B	2	32	
Analog Line Card	TN793B	2	48	
Analog Line Card	TN746B	2	48	
Digital Line Card	TN2224B	3	72	
Power Supply	011P10Z8387 1	3		
Expansion Cabinet		2		

Fulton County Department of Information Technology - TDM Inventory Check List - Norstar

#60 Site Name - Drug Court	Monthly Price (Service Level B): $
Address - 1135 Jefferson St	
City - Atlanta. GA	
Zip - 30303	
Phone Number -	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
KSU	NT7B53FA	1	48	
Fiber Station	NTBB41FB	2	32	
Fiber Adapter	NTAB2261	3		
Fast Rad	NT8B8)AAB 1		1	
VM	NT5B74AABJ 1		4	

Application Mod				
Power Supply	NT7B62FA	1		
CO Card	NT5B41GB	1		
T1 Card	NT7B74GA	1		
Memory Card	NT7B64HA	1		
Ram Cartridge	NTBB08GA	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Partner CKE5				

#61 Site Name - Major Case Division	Monthly Price (Service Level B): $
Address - 4701 Fulton Industrial Blvd	
City - Atlanta, GA	
Zip - 30336	
Phone Number - 404-699-8971	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
Processor	CKE5	1	0	
Trans Card	10A4	1		
8mlx(dig) telephone cd	008mlx	3	24	
Outside Line	408GS/LS	5	40	
Outside Line	400GS/LS	1	8	
Merlin Messaging	617A49	1	4	
016 MLX	617A54	2	32	
016 TR	617E34-AL	1	16	
Memory Card		1	4	
Power Suplly		3		

Fulton County Department of Information Technology - TDM Inventory Check List -Definity

#62 Site Name - Central Library	Monthly Price (Service Level B): $
Address - 1 Margaret Mitchell Square	
City - Atlanta, GA	
Zip - 30303	
Phone Number - 404-730-1700	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
Processor Board	TN2404	1		
Processor Interface	TN785	1		
Network Interface	TN2401	1		
Tone Det/ Gen	TN218LC	1		
Expansion Interface	TN776	1		
Digital Line Card	TN754B	3	24	
Digital Line Card	TN754	5	40	
Analog Line Card	TN742	1	8	
Analog Line Card	TN746	2	32	
Analog Line Card	TN746B	1	16	
Analog Line Card	TN793B	1	24	
Analog Line Card	TN746B	1	24	
Digital Line Card	TN2224B	1	24	
Power Supply	011P10Z8387 1	1		

Fulton County Department of Information Technology - TDM Inventory Check List -Norstar

# 63 Site Name - Fulton County Sheriff	Monthly Price (Service Level B): $
Address - 5549 C Old National Highway	
City - College Park, GA	
Zip - 30349	
Phone Number - 404-763-4780	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
Power Supply	NTDK70BR	1		
SSC	NTDK20AB	1		
T1/PRI Card	NTAK09BA	1		
Universal Trunk Card	NTAK02BB	1	8	
Digital Line Card	NT8D02EB	4	64	
Analog Card	NT8D09A2	1	16	
MM1	NTAK14BA	1		
MM2	NTAK15AB	1		
MM3	NTAK13AA	1		
Line Card	NT7B75AAAC 1			
Memory Card	NT7B66DG	1		
Power Unit	NT7B56FA	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Norstar				

#64 Site Name - Fire Station #3	Monthly Price (Service Level B): $
Address - 4035 Stonewall Tel Rd	
City - College Park, GA	
Zip - 30349	
Phone Number -	

Description	P/N	Quantity	Ports	Miscellaneous Info/Notes
KSU	NT7B53FA	1	16	
Power Supply	NT7B62FA	1		
Ram Cartridge	NTBB08GA	1		
Memory Card	NT7B46CG	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Norstar				

#65 Site Name - Fire Station #7				Monthly Price (Service Level B): $
Address - 5965 Buffington Rd				
City - College Park, GA				
Zip - 30349				
Phone Number -				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	16	
Power Supply	NT7B62FA	1		
Ram Cartridge	NTBB08GA	1		
Memory Card	NT7B46CG	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Norstar				

#66 Site Name - Fire Station #11				Monthly Price (Service Level B): $
Address - 4760 Fulton Industrial Blvd				
City - Atlanta, GA				
Zip - 30336				
Phone Number -				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
KSU	NT7B53FA	1	16	
Power Supply	NT7B62FA	1		
Ram Cartridge	NTBB08GA	1		
Memory Card	NT7B46CG	1		
Fulton County Department of Information Technology - TDM Inventory Check List - Partner				

#67 Site Name - Fire Station #23				Monthly Price (Service Level B): $
Address -4121 Cascade Rd				
City - Atlanta, GA				
Zip - 30331				
Phone Number -				
Description	**P/N**	**Quantity**	**Ports**	**Miscellaneous Info/Notes**
Processor	R5	1		
Controller	206EC	2	12	
Controller	308EC R4.1	1	8	

Total for all Attachment B (Service Level B) Site Locations: $ _____ / month.

Attachment C
(Service Level C)

(Time and Materials)

Attachment C:
Service Level C – Time & Materials

Currently no specific site locations or systems are listed in Attachment C (Service Level C, Time & Materials Service). Locations may be added to this service level at any time at the option of Fulton County, This level of service is required to be available. Pricing below is required from bidder. However, pricing provided on this page (attachment C) will not be considered in the evaluation of lowest bidder.

1. Labor rate for "routine" service calls (8am-5pm, Monday thru Friday excluding recognized holidays, next business day response).

$ _____/ per hour

2. Labor rate for "emergency" service calls (24x7x365, 4 hour on-site response).

$ _____/ per hour

3. Parts & component pricing: _____% below manufacturer's list price.

4. Travel or other billable expenses: (List and Explain in Detail Below):

FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

People *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

CONTRACT DOCUMENTS FOR

08ITB860474YBR-TR

TELECOMMUNICATIONS EQUIPMENT MAINTENANCE

For

INFORMATION TECHNOLOGY DEPARTMENT

Index of Articles

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CONTRACT AGREEMENT

Contractor: ***[Insert Contractor Name]***

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

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

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

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

Contact: ***[Insert Contractor Contact Name]***
[Insert Contractor 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 Contractor Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as **"Contractor".**

WITNESSETH

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

WHEREAS, Contractor 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 Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor 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: Scope of Work
V. Exhibit C: Compensation;
VI. Exhibit D: Purchasing Forms;
VII. Exhibit E: Contract Compliance Forms;
VIII. Exhibit F: Insurance and Risk Management Form;
IX. Exhibit G: Payment & Performance Bonds (if applicable)

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 Contractor'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 Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor'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 Contractor 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 Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit B, Scope of Services.

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ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor 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 Contractor 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. Contractor may rely upon written consents and approvals signed by County have authorized representative that is consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor 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 7. **SCHEDULE OF WORK**

Contractor 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 Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **CONTRACT TERM**

[Insert contract term and any renewal options]

ARTICLE 9. **COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, 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 10. **PERSONNEL AND EQUIPMENT**

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

Contractor 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 Contractor 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 Contractor. No changes or substitutions shall be permitted in Contractor'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 11. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, 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 Contractor 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 Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. **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 [insert user department name] designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The

Contractor 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, Contractor 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, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the [insert user department name] designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

(1) Either County or Contractor 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 Contractor refuses or fails to perform the work as specified in Exhibit B, 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 Contractor, terminate Contractor'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 Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.

(5) Contractor 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 Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor'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 Contractor to complete the project.

ARTICLE 14. **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 Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor 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 Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

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

ARTICLE 15.**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 16. **INDEPENDENT CONTRACTOR**

Contractor 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 Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor 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 Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor 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 Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

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

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

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor 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 Contractor for the purpose of securing business and that Contractor 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 20. **INSURANCE**

Contractor 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 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor 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. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **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 22. **SUBCONTRACTING**

Contractor 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 23. **ASSIGNABILITY**

Contractor 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 Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **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. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor 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. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. 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 Contractor'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 Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **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 Contractor 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 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]
[Insert User Department Address
Atlanta, Georgia 30303
Telephone:
Facsimile:
Attention: ***[Insert User Department Representative for project]***

With a copy to:

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

Notices to Contractor shall be addressed as follows:

[Insert Contractor Representative for project]
[Insert Contractor Address]
Telephone:
Facsimile:
Attention: ***[Insert Contractor Representative for project]***

ARTICLE 29. **JURISDICTION**

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

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

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor 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 31. **FORCE MAJEURE**

Neither County nor Contractor 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 Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. **OPEN RECORDS ACT**

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

ARTICLE 33. **CONTRACTOR'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 Contractor 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 Contractor and the County, such that the Contractor'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 34. **INVOICING AND PAYMENT**

Contractor 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 Contractor 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: Contractor 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]***

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor 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-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County an in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release: The acceptance by the Contractor 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 Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor 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 35. **TAXES**

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

ARTICLE 36. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 37. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor 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 Contractor 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 38. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor 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.

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

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name
Insert Department Head Title]]

CONTRACTOR:

[Insert Contractor Company Name & Title]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

EXHIBIT B

SCOPE OF WORK

EXHIBIT C

COMPENSATION

EXHIBIT D

PURCHASING FORMS

EXHIBIT E

CONTRACT COMPLIANCE FORMS

EXHIBIT F

INSURANCE AND RISK MANAGEMENT FORMS

EXHIBIT G

PAYMENT & PERFORMANCE BONDS