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 PROPOSAL NO: 10RFP73171C-BL

Emergency Notification System

For

EMERGENCY COMMUNICATIONS 911

RFP DUE DATE AND TIME: Wednesday, June 30, 2010
RFP ISSUANCE DATE: May 21, 2010
PRE-PROPOSAL CONFERENCE DATE: June 9, 2010 at 2:00 P.M.
PURCHASING CONTACT: William E. Long, Jr., at (404) 612-7660
E-MAIL: william.long@fultoncountyga.gov

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

10RFP73171C-BL, EMERGENCY NOTIFICATION SYSTEM
REQUEST FOR PROPOSALS
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SECTION 1
INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is soliciting proposals from qualified proposers to provide acquisition and implementation of an Emergency Notification System ("ENS") by means of an Application Service Provider (ASP) that will enable the County to improve public safety preparedness, response, and coordination. The ASP shall be one that specializes in only Emergency Notification System and able to provide a fully-hosted solution.

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

1.2 DESCRIPTION OF THE PROJECT

This project involves the procurement and implementation of an Emergency Notification System to support Fulton County Government's capability to notify employees, as well as citizens, during any critical event that could adversely affect the ability to provide and receive services from the County or events that may adversely affect the quality of life of all individuals.

The proposed system must be capable of providing the following:

Improve the safety and protection of the Fulton County Government citizens and employees

1. The capability for mass notifications of Fulton County for up to 900,000+ citizens and/or 6,000 employees with life-saving information expeditiously.
2. The ability to send geographically target emergency notifications and pre-recorded messages to schools, businesses, hospitals, and residents located in specific areas.
3. Ability to report geographically targeted emergency notifications
4. The ability to develop and secure a database that contains contact information of citizens county-wide and having the reliability of a hosted service, which will allow notifications to occur outside of the affected area using Multiple Path Routing (MPR).

5. The ability to alert citizens of severe weather conditions with the use of an integration of major weather alerting services and equipment including federal and local services.
6. The capability to confirm that the recipient has received the message and the ability to determine which citizens need help by using polling features.
7. The ability to alert groups of state and local public safety officials and first responders with the use of a list-based notification method.
8. The use of real-time updates to the contacts database that citizens can access through a website or by phone that allows the individuals to set up emergency notification number and order preferences.

Create a valuable management and emergency preparedness tool

1. Easy, reliable and secure access from any location at any time, to send new or pre-recorded messages to groups, departments and the community using a telephone or internet connection.
2. Map-based and list-specific logical organization to isolate specific departments, groups, hospitals, schools, businesses and geo-graphic partitions for specific areas within Fulton County, Georgia.
3. The use of message delivery tracking with a comprehensive reporting package and message monitoring features.
4. Unlimited use by all Fulton County departments for one annual cost with a complete 24 hour by 7 days per week client support center for all qualified users.
5. Eliminate the need to upgrade and maintain hardware/software and the annual cost to purchase or lease phone lines.

1.3 BACKGROUND

Fulton County is a county located in the state of Georgia and is the most populous county in Georgia with an estimated population of 960,009. Fulton County has 14 cities located within its geographical boundaries which include; Atlanta (the principal city), Alpharetta, College Park, Chattahoochee Hills, East Point, Fairburn, Sandy Springs, Johns Creek, Milton, Mountain Park, Palmetto, Roswell

The stakeholders of the Emergency Notification System will include the following Public Safety Departments or Agencies:

Emergency Communications 911

The Emergency 911 Department is responsible for the effective and expedient receipt, dissemination, and notification of Emergency messages and requests to the public and Public Safety personnel pertaining to critical incidents and emergencies. This Department will serve as the primary User Department and

upon request of the participating Departments, 9-1-1 will be responsible for system operations coordination, transmitting messages, and reporting the responses.

Department of Information Technology

The mission of the Department of Information Technology is to deliver secure, innovative, reliable technology services and solutions, and provide guidance and oversight that lead to sound decisions for Fulton County Government while continually seeking knowledge and improvement. The Department of IT is responsible for Technical Specifications, System Requirements and Interfaces, System installation, coordination, acceptance, and maintenance.

Atlanta-Fulton County Emergency Management Agency

This agency is responsible for mitigation, coordination, and recovery of an Emergency within Fulton County which poses a threat to the safety and welfare of the public. They are responsible for the coordination of the public safety personnel and the associated resources, disseminating information to the appropriate state and federal agencies as well as municipalities within Fulton County. They will utilize the system in the activation of the EOC during a large scale event.

Public Works Department

The Department of Public Works is charged with the responsibility of the systematic planning, construction, maintenance and operation of the transportation, water and waste water infrastructure in unincorporated Fulton County. The Public Works Department will use the system in the event that a Public Emergency arises relating to traffic, transportation, water, or sewer systems.

Justice Center

The Justice Center includes, State, Superior, and Juvenile Courts and the Security of the assigned Judges, Sheriff's and Marshal's Departments. Justice Center personnel will use the system in the event that a Public Emergency arises relating to the Justice Complex or involving the associated Departments, personnel, or visitors.

Office of the County Manager

The County Manager's Office is responsible for the overall administration of all County departments as the combined organization implements the policies of the

Fulton County Board of Commissioners. The County Manager's office has decision making authority to activate the system in the event that there is a public emergency within Fulton County and will initiate alerts to Fulton County Employees.

Fulton County Police Department

The mission of the Police Department is to preserve life, protect property, and maintain order through a partnership between the department and the citizens. The Fulton County Police Department will use the system in the event that there is a Law Enforcement Emergency requiring public notice. The Police Department will also respond to information that is received through the system pertaining to persons trapped or when imminent danger is present.

Fulton County Fire Department

The mission of the Fire Department is to provide fire, life safety and support services that are relationship-focused and results oriented. They current service the unincorporated Fulton County. The Fulton County Fire Department will use the system in the event that there is a Fire/EMS Emergency requiring public notice. The Fire Department will also respond to information that is received through the system pertaining to persons trapped or when imminent danger is present.

Currently, in the event of a Public Emergency within Fulton County, the Fulton County Emergency Management Agency utilizes "Emergency 9-1-1" through Calling Post to notify Emergency Responders of the Incident and the activation level of the Emergency Operations Center.

The Fulton County Emergency Communications Department utilizes a notification system which is interfaced through the Computer-Aided Dispatch System. This system is utilized to alert Public Safety personnel of a critical or emergency incident via SMS or paging to their electronic device.

1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- Provide critical information for up to 900,000+ Fulton County citizens and/or 6,000 Fulton County employees immediately
- Improve emergency response times and coordination efforts
- Send geographically targeted notifications to business and residents in specific locations
- Effectively manage communication during disasters of any type and scale

- Comply with COOP (Continuity of Operations Plan) to ensure survival and continual operation of the County's operations in the event of a disaster

1.5 PURCHASING THE RFP

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

1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Wednesday, June 9, 2010 at 2:00 P.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.7 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Wednesday, June 30, 2010 at 11:00 A.M. ,** legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.8 DELIVERY REQUIREMENTS

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

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing

to the Purchasing Department contact person William Long, Jr., Chief Assistant Purchasing Agent, (404) 612-7660; William.Long@fultoncountyga.gov. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

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

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

County – Fulton County Government and its authorized representatives.

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

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

Owner – Fulton County Government

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

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

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

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

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

B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

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

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Wednesday, June 23, 2010 at 5:00 PM,** local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that

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

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

Fulton County Department of Purchasing & Contract Compliance
Attn: William E. Long, Jr., CPPB, Chief Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: william.long@fultoncountyga.gov
P: (404) 612-7660 F: (404) 893-6268

RE: 10RFP73171C-BL, Emergency Notification System

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

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

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

2.5 TERM OF CONTRACT

The acquisition and software implementation period shall commence on the effective date of this agreement and continue until Final Acceptance. The annual support and maintenance agreement shall commence Years 2 through 5.

2.6 REQUIRED SUBMITTALS

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

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of two (2) staff members from Emergency Communications 911, two (2) staff members from the Purchasing Department, and one (1) staff member from the Finance Department who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

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

2.9 RESERVED RIGHTS

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

2.10 APPLICABLE LAWS

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

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

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

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

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

2.14 RESPONSIBILITY OF PROPOSER

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

2.15 CONFIDENTIAL INFORMATION

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

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

2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever

- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County

- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.

- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability

whatsoever.

- The County reserves the right to waive any technicalities or irregularities in the Proposals.

- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

- The County may request Proposers to send representatives to the County for interviews and presentations.

- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Proposer.

- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County

- The County may add to or delete from the Project Scope of Work set forth in this RFP.

- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.

- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to

support the information included in any such response.

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.18 TERMINATION OF NEGOTIATIONS

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

2.19 WAGE CLAUSE

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

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit

additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Chief Information Officer, or designated representative of the department.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

(1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:

(a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.

(b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

(2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:

(a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

(b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and

(c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 5, Proposal Forms for declarations and affidavits.

2.23 REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

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

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.

2. The original and the required number of copies of the proposal must be returned to:

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

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

4. Proposals received after the time and date specified will not be opened or considered.

5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.

8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

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

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

11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional

or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.

14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.

15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.

19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence

fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.

20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.

22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.

24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.

25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.

26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person

who will perform the utility work shall be written on the face of the bid envelope.

29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

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

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

    B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

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

31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures

that do not include these documents will be rejected as being "non-responsive".

32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

SECTION 3
PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Wednesday, June 30, 2010** at **11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS RFP #10RFP73171C
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303

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

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

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

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP #10RFP73171C
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

3.3.1 SYSTEM REQUIREMENTS

3.3.1.1 Overview of Proposed System

The Emergency Notification System must allow management to: notify internal staff (defined on a tier-based or list-based model), other governmental agencies (including local, state, and federal municipalities), and other political subdivision within Fulton County using a variety of communication devices. The Emergency Notification System must be capable of delivering voice and text message to such devices: e-mail (w/attachments), cellular/wireless phones, fax, pager (alpha & numeric), PDA/Blackberry, SMS, and satellite phones. The system should initiate, log, and manage all emergency notifications and be capable of automatically delivering messages and collecting the response in real-time. The hosted service must allow the dissemination of pre-recorded or ad-hoc messages to specific individuals or selected groups of individuals through Fulton County.

3.3.1.2 Functional Requirements Matrix

This section details the functional requirements, which are required by the proposed solution. In addition to providing input to aforementioned high-level requirements, the Vendor must also provide a response to the system capabilities in reference to the specific functional requirements as presented in the table in Appendix 1.

Failure to complete and return this section of the RFP will be a basis for disqualification. This section is to be returned on the original hard copy forms provided; in no case shall the requirements be retyped or altered in any way from those provided within. If the forms are retyped or altered in any way then the response will be disqualified. Responses shall also be recorded on the enclosed spreadsheet and returned with the proposal. In the event that the paper response and electronic response differ, the paper response will be used.

This part of the proposal shall include a response to each element. To avoid ambiguity any additional comments or explanation required by the proposer should be identified by element number.

3.3.2 HARDWARE AND SOFTWARE REQUIREMENTS

The hardware and software requirements as it relate to the connectivity and communication with the vendor's application is provided in Appendix 2.

3.3.3 INTERFACE WITH OTHER SYSTEMS

The proposed system may not require interface with other systems internal to Fulton County; however, the system should have the ability to export and import any data required via the XML format. Those systems among others as defined by Fulton County are provided in Appendix 3.

3.3.4 TESTING REQUIREMENTS

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

1. The proposer shall certify in writing to the County that the application system is completely installed, meets all design requirements, is free of defects, and the total system (application, back-up and recovery procedures) is ready for operation.

2. The proposer shall be prepared to demonstrate all functions of the system prior to the start of user acceptance testing.

3. The proposer shall provide documentation and interface specifics on each interface to our existing Fulton County systems.

4. Upon receipt of the letter of certification from the proposer by Fulton County, a sixty (60) day period of user acceptance testing will commence. User acceptance testing will include an intensive exercise of each component and module of the system simulating a normal workload. This testing will provide assurance that the various components and modules of the system operate as specified. During this period, the system shall demonstrate a total availability of 99.99% or more.

5. Acceptance Criteria
   - The Application Software meets the current published product specifications and documentation;
   - The Application Software is capable of running a range of data on a repetitive basis without failure;
   - The Application Software meets the requirements and specifications described in this document and discussed with Contractor during the analysis;
   - All Documentation has been delivered and reasonably accurately reflects the operation of the Application Software;
   - All specified training has been conducted and accepted by Fulton County.
   - The interfaces (in this case, the uploading of contact information) properly provide the data necessary without disrupting the performance of the system or disrupting any of the original data files.

6. Once this acceptance testing is complete and Fulton County verifies the acceptable installation, the warranty period will begin.

7. The system will be considered "unavailable" if any of the following conditions occur:
   - Any component or module capability is not available to all active workstations.
   - Any feature or specification either required within this document or stated in the manufacturer's response or literature does not perform as stated.
   - Reporting features are not available
   - Training for support and user personnel is incomplete or has not been accepted by the technical designee specified the Training section.

In the event that the required level of reliability is not demonstrated at the end of

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

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

3.3.5 TRAINING REQUIREMENTS

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

1. The provider must detail all expenses associated with initial training for all users, re-training, and new user training as part of the cost. The provider must also disclose all costs associated with on-site training including travel and per-day fees.
2. The provider must describe the training courses, length and training materials provided to Fulton County Government personnel.
3. Training must be provided at a site of client's choosing, or via a live meeting environment if requested.

3.3.5.1 User Training

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

3.3.5.2 DoIT Training

The proposer shall prepare a training plan for County staff that will enable them to operate and support the system. This plan shall include any courses to be provided off-site, classroom training, and on-the-job training necessary for

systems analysts, computer operators, security personnel, programmers, and database, web and network personnel. Training to provide complete support and custom programming and custom reporting will be provided to IT staff. Describe any prerequisite knowledge or skills required. If there are additional, costs for this training it shall be clearly identified in the proposal.

Additionally, a description of the number and type of staff required to support the system must be provided. The skill sets required of each individual should be included in this description. The description of staffing requirements should include all management, technical and functional areas for the ongoing support of the system. Training should be provided for a minimum of two employees in all support roles.

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

3.3.6 APPLICATION DOCUMENTATION

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

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

The County shall be granted the rights and approval to duplicate application documentation at no additional charge provided that all proprietary markings of

the Proposer are retained on all duplicates. Any duplicates produces will be utilized for the County only.

3.3.7 RELIABILITY, WARRANTY, AND USABILITY

This application requires extremely high reliability in all components. The proposer shall describe the steps taken to ensure the highest level of system availability. The system proposed shall provide a minimum 99.99% per week of system availability.

Warranty may be defined as the promise that a product or service will meet its agreed requirements. The warranty shall commence upon completion of an evaluation period of the go-live period. The go-live period is defined as the instance in which the users begin to utilize the software application in a production environment and all testing has been complete and deemed successful. The evaluation period shall be a minimum of thirty (30) days. The acceptance of the software application upon the completion of the evaluation period will signify a completion of services. The warranty period means a period of twelve (12) months from the date of completion of services, during which time the vendor shall correct any errors or malfunctions at no additional cost to the County. The support and maintenance of the application may begin upon expiration of the warranty period. The guarantee of the software application is not time bound and shall always remain valid so long as the software is in a production environment.

The proposed solution shall be available when needed, in sufficient capacity, and dependable in terms of continuity and security. The proposed solution must have the capability to be highly available which means at a rate of 99.99% based on the agreed upon availability. In the event the proposed solution is unavailable due to a software fault, the period from system failure to system operational shall be minimum and minimal impact to the users. The Proposer agrees that it will make corrections of the software application malfunctions during the warranty period and which are necessary to ensure usability. Usability may be defined as the ease with which the proposed solution may be used in reference to the agreed requirements. The Proposer agrees that software malfunctions that result in an inoperable system resulting in a financial impact to the County, or inefficient work-around, will be given the highest priority with the problem corrected as soon as practically possible. The Proposer shall strive to have any and all malfunctions resolved within no more than two (2) days.

3.3.8 MAINTENANCE AND SUPPORT

In the event, the Proposer fails to provide maintenance and support as agreed, the required pay shall be reduced to reflect such lack of maintenance and support services.

If the Proposer shall discontinue maintenance and support package and the County must obtain the new replacement package at the same rate as the original during the term of the original contract as well as renewals.

The escalation on maintenance shall not increase by no than more 2% of the previous year or CPI (Consumer Price Index), whichever is lower. The renewal of the annual software maintenance will take in consideration the increase in cost from one year to the next. Due to the environment of the County, minimal or no escalation is most feasible.

3.3.9 SOFTWARE LICENSES

Fulton County shall be charged the original published rate at the time of purchase for licenses fees for the duration of the contract, which shall include any subsequent renewals of the contract. The fixed rate shall be applied to the renewal of licenses purchased during the initial contract as well as those that are purchased in addition to original licenses.

3.3.10 MANAGEMENT REQUIREMENTS

3.3.10.1 Professional Services

The proposal should include an executive summary describing the overall notification service implementation plan. The successful vendor shall develop detailed plans to be included as deliverables in the contract.

The Proposer must include the required hours to evaluate the current system and notification processes and procedures and recommend necessary changes to effectively and most efficiently implement the proposed solution. Implementation services will need to be extensive with the proposer providing most of the effort in both documenting/integrating this notification service in the existing processes and configuration of the system. However, there should be sufficient training during the implementation to allow the County to support this emergency notification service as needed after implementation is complete.

The Proposer shall provide both services that follow the guidelines for SDLC (Systems Development Life Cycle) to successfully implement this project. The phases that should be incorporated in this project by the Vendor are to include: 1) project planning, 2) requirements definition, 3) design, 4) development, 5) integration and test, 6) implementation, 7) operation and maintenance.

3.3.10.2 Project Planning Phase

During the planning stage, the Vendor shall verify that the goals and objectives of the software align with those of the customer (the County). The output of this

phase should include documentation:

- Project plan and schedule
- Comprehensive listing of scheduled activities for the Requirements phase

3.3.10.3 Requirements Definition Phase

This is the core of the project and therefore should be approached with thoroughness. The Vendor shall perform due diligence to ensure the requirements are defined in further detail to ensure the software application will meet the needs of the user. The requirements shall define the major functions of the proposed solution, operational data areas and reference data areas, as well as defined the initial data entities. The major functions include, but not limited to, critical processes and mission-critical inputs, outputs, and reports. Mission-critical may be defined as any aspect that has an effect on the operations of the direct and indirect departments that shall be impacted by the proposed solution. Additionally, a gap analysis shall be performed to identify any gaps in the current requirements and the functionality, which the software application can provide. For those requirements that cannot be fully met the baseline software application, it shall be identified feasible work-around. The work-around must be of minimal impact to users and must be agreed upon by the users prior to final approval. The output of this phase should include the following documentation:

- Detailed requirements document
- Requirements traceability matrix which outlines how each requirement is linked to a specific product goal in a hierarchical listing
- Updated project plan and schedule

3.3.10.4 Design Phase

The design phase will consist converting the approved requirements document into design elements. For a pre-packaged software application, design elements will consist of features and functionalities readily available in the baseline product. The design phase shall include detailed and comprehensive data modeling. The data model shall abide by standards set forth by ANSI, American National Standards Institute. The output of this phase should include the following documentation:

- Entity relationship diagram(s) with a full dictionary – this diagram should not be solely based on the data as defined in the baseline product; however, it shall include any data that is specific to the County
- Semantic or conceptual data model
- Table of business rules – this table should not be solely based on the data as defined in the baseline product; however, it shall include any data that is specific to the County and utilization of geographic components
- Business process diagrams

3.3.10.5 Development Phase

The effort required for development of the solution in this phase may be minimal

due to the ideal solution being that of a pre-package nature. However, this phase must be included to ensure the requirements and design requirements are being fulfilled. The Vendor shall configure and provide configuration instructions that shall be made to the software application to ensure the user's requirements are fulfilled. Any modifications that may be required to meet the user's requirements shall be clearly identified as a configurable option or customization to the code. It highly recommended the minimum or no customization be performed at the code level. However, if the aforementioned scenario can not be avoided, the vendor must include the impact of the customization in terms of initial cost, ongoing maintenance and support, and upgrades. The Vendor shall provide test cases for the modules, system, and users. The output of this phase should include the following documentation:

- Fully functional software that satisfies requirements and design elements
- Test plans – shall describe the test cases that will be utilized to validate the correctness and completeness of the software
- Implementation plan

3.3.10.6 Integration and Test Phase

In this phase, the software shall be moved from the development environment to a test environment. The reference data should be finalized, appropriate level of access and roles are provided for users. The test plan shall include: unit testing, system testing, integration testing, regression testing, and user acceptance testing. The output of this phase should include the following documentation:

- Integrated software
- Production implementation plan
- Acceptance plan which include test cases

3.3.10.7 Implementation

This phase shall be comprised of the acceptance, installation, deployment of the application so to ready the software application for a production environment. The proposer shall include the setup for a training/test environment on the test server, which is completely separate from the live production server environment. This entails the completion of user acceptance testing as well as software specific testing. The user acceptance testing will include the successful testing of the user requirements as outlined in this document as well as those identified in the requirements gathering phase of the project. The software testing will include performance testing for each unit as well as the integration into various software modules. The software testing may also include the testing of integration with external applications. Successful execution of the test application is a prerequisite to acceptance of the software application by the customer. The output of this phase should include the following documentation:

- Test cases including results and person(s) who performed test
- Sign-off for acceptance of test cases

3.3.10.8 Operation and Maintenance

The operation and maintenance of the application will consist of a partnership of the Vendor and DoIT. Therefore, the vendor shall provide documentation that describes the requirements for the software application to function in a production environment. This Vendor shall provide all requirements needed for the application to be maintained in an operational environment.

3.3.10.9 Modifications and Additional Services

Any supplemental programming modifications or other consulting services beyond the scope of the contract that are requested by Fulton County shall be provided by the Contractor on a time and materials basis. Said billing rates shall remain at those rates until one year from the execution of the Contract at which time the Contractor will provide time and materials assistance at the rate charged to other Contractor customers for similar services.

Prior to commencement of services, the Contractor shall define in writing the labor hours, billing rate, description of services and/or work to be performed, the changes or additions to the Application Software, the way in which the Application Software will function upon completion of the modifications, and the estimated time period for the services to be performed. Fulton County shall not be charged for any services until the additional services are approved by Fulton County personnel in writing. Only after the Contractor receives approval in writing from Fulton County will the Contractor perform the additional services.

3.3.11 PROJECT MANAGEMENT

Fulton County uses the Project Management Institute's (PMI) Project Management Body of Knowledge Guide (PMBOK) methodology as a project management best practice. The proposer should describe their experience in implementing and managing projects using PMBOK or a similar project management methodology.

The county is particularly interested in how the Proposer's project management approach utilizes the following or similar key process groups when implementing a project. In addition, the Proposer should provide documentation, which shows their understanding of the application of such documents within each key process group.

3.3.11.1 Initiating

This stage includes preparing the up the project for success by identifying the right team (especially the project manager) and scope, as well as determining the relationship between the project and its alignment with the client's overall objectives.

3.3.11.2 Planning

This stage includes developing the relevant resources, timelines and milestones, and aligning project deliverables to business priorities (i.e. risk management, communications, quality, cost/budgeting, duration and sequencing, external dependencies). The output of this phase should include the following documentation:

- Project plan
- WBS including deliverables with estimated start and end dates for each activity and the required resource. These dates shall be monitored and adhered to; the inability to meet scheduled dates of a task within the critical path must be submitted to the PMO and approved prior to making change in the schedule. If the project is not complete as scheduled, a penalty will be enforced. This penalty will include a deduction of .1% of professional services for every business day the project is delayed.

3.3.11.3 Executing

This phase includes assigning a project team and distributing information to ensure the proper project activities are undertaken. This process also includes ensuring quality assurance methods are in place to address change management. The output of this phase should include the following documentation:

- Regularly scheduled status meetings as outlined in the communication section of the project plan.
- Issue tracking log – all issues pertaining to the project shall be monitored and tracked throughout the project lifecycle. Upon closure of an issue, the issue shall not be deleted but rather moved to an archive issue log.

3.3.11.4 Controlling and Monitoring

This phase includes ensuring the resulting project activities is in check with the original project charter and plan, and risk from uncontrolled external actions is mitigated.

- Monitor quality, costs and schedule;
- Manage stakeholder relationships, risk and contract monitoring;
- Identify discrepancies (or variations) within the project schedule to ensure project schedule is met.
- Ensure proper project communications

3.3.11.5 Closing

This phase entails making sure you have delivered everything expected of the project based upon the agreed upon terms in the requirements gathering phase as well as the acceptance criteria.

Fulton County will provide an internal Project Manager to coordinate with the Project Manager of the vendor. This project manager will be responsible for providing all necessary Fulton County resources and for providing an independent status report to the County on the progress of the project as well as obtaining the necessary approvals for each milestone.

The following services will be required of the Project Manager:

- Identify County's current Business Processes that exist today. Including a gap analysis to identify and document existing gaps between the selected software applications and current business processes. The vendor should anticipate that the County might modify processes to match the selected solutions pre-configured system rather than make custom software modifications.
- Provide the County with the development of a project plan, project schedule and a high-level project budget including software, services, training and maintenance necessary to successfully implement a legislative information management and tracking system.

3.3.12 CONTRACT ADMINISTRATION AND MANAGEMENT

The administration and management of the contract(s) shall be that of an iterative process in that the contracts shall be negotiated until an agreement may be reached by all parties involved, particularly the County. A sample contract may be found in Section 8 of this document.

Additionally, Service Level Agreement (SLA) will be required which shall formerly define the level of service, responsibilities, guarantees, and warranties. The SLA shall specify availability, serviceability, performance, and operation. The SLA shall outline helpdesk hours, response times, call priorities, call process, escalation process, and schedules. In the event of the business days of the company are not in-line with the business days of the County, the Proposer shall provide reasonable alternate solutions at no cost to the County. The SLA shall be continuously monitored for compliance with agreed upon levels of service. Any failure to comply with SLA levels will result in monetary penalties.

In the event the Proposer neglect to perform the services properly or fail to comply with the requirements set forth in the contract, the Proposer shall correct the default at no additional cost to the County. If the Proposer fails to correct the default within sixty (60) days, the County shall have the option to terminate the agreement without cost. Provider must return all Fulton County specific data and associated databases upon termination of the contract at no additional cost to Fulton County Government.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

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

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

Section 1 - Executive Summary

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Technical System Description

The technical description shall include the number of programs and the source language(s), database management software, communication or network software (including Internet Explorer, Java, etc.), report writes or query languages used; also describe security features and any other features that make the system unique. In reference to software application shall include the version being used as well as other version for which the software is compatible. If the are strategic plans to migrate to future releases within the one (1) year of the project implementation, the vendor shall also provide the new version number as well as the anticipated release date.

Current Software (include version number)	Utilization	Other Compatible Version(s)	Future Version(s)	Anticipated Release Date
Oracle 10	DB	8,9	11g	01/01/2010
Internet Explorer 7	Web	n/a	8	09/01/2009
Windows Server 2003	OS - Server	n/a	2008	11/01/2009
JDK/JRE 5.0 – Java Runtime Environment	Web interface	5.0 and all previous	6	09/01/2009

Section 3 – Sample of the System Technical Documentation

The system technical documentation may include installation instructions, screenshots of application, configuration options and instructions, and other pertinent information. The documentation shall be of that derived from formal documentation while abiding by all copyright laws.

Section 4 – Systems Requirements Matrix

The following section contains the response documents, which shall be completed and submitted as part of the Proposal Response Section. Failure to complete and return this section of the RFP will be a basis for disqualification. This section is to be returned on the original hard copy forms provided; in no case shall the requirements be retyped or altered in any way from those provided within. If the forms are retyped or altered in any way then the response will be disqualified. Responses shall also be recorded on the enclosed spreadsheet and returned with the proposal. In the event that the paper response and electronic response differ, the paper response will be used.

Each item in this response document shall be marked with one of the following "status codes":

- **[E]** - *Requirement is fully and completely met by proposed system and can be demonstrated in the proposed software package.*
- **[P]** - *Requirement will be provided by proposed modifications to the base software package in the total price proposed. These modifications can be added with a minor modification to the proposed system and become part of the proposed software package.*
- **[O]** - *Requirement will be provided by a standard option. The cost of these options shall be provided in the cost section of the proposal.*
- **[X]** - *Requirement cannot be provided.*

This part of the proposal shall include a response to each element of Section 4. To avoid ambiguity any additional comments or explanation required by the Proposer should be identified by element number.

Section 5 – Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

2. The Project Plan must address the management approach in completing the work identified in Section 7.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.

3. Description of project deliverables.

Section 6 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager and/or implementation team.

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

3. The Proposer shall provide a description of the staffing for the site that will support Fulton County. The description may be high-level but must include a hierarchy of how service calls and request will be handled.

Section 7 – Relevant Industry Experience

The Proposer must give evidence of the long-term viability of the mass notification service. Describe system architecture and ability to ensure ongoing R&D. Provider must state what percentage of technology and customer support staff is dedicated to mass notification service.

The Proposer **MUST** have at least three (3) years experience producing and implementing an Emergency Notification System.

The Proposer shall provide a minimum of five (5) operational Emergency Notification System and service sites, similar in system size, complexity, and organization to Fulton County, in full production operation using the proposed service. The Proposer shall provide the following for each reference:

- Provide contact information including: customer name, address phone number, and e-mail address
- Number of calls the customer has made utilizing the mass notification service in the past 12 months
- Number of events which has caused the customer to initiate a mass notification in the past 12 months (notating the top 10)
- Provide description of Emergency Notification System and service, including:
  - Type of mass notification operating software and service
  - Populated base served
  - Number and type of internal users/departments supported
  - Number of external users/individuals addresses supported
  - Length of customer's contract
  - Implementation duration for initial project

Section 8 – Relevant Technical Experience

The Proposer must have a minimum of three (3) years experience hosting an Emergency Notification System. The Proposer must have the same amount of experience implementing and hosting solutions for government agencies including local and state municipalities.

The Proposer must demonstrate their ability to support the approximately 900,000 citizens and 6,000 employees of Fulton County.

The Proposer must demonstrate their experience in the delivery of time-sensitive, mass notifications for public safety emergencies. The Proposer must demonstrate their ability to send an infinite number of mass notifications to citizen and employees of a municipality. The Proposer shall provide current call volume counts based per month and per incident for the past twelve (12) months.

Section 9 – Proposer Financial Information

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

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

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

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

Section 10 - Availability of Key Personnel

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

Section 11 - Location of Firm

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

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

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

Section 12 – Disclosure Form and Questionnaire

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

Section 13 – Cost

The respondent with the lowest total cost will receive the full 20 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 20, the total points allowed for cost.

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

Lowest cost submitted

Each successive cost X Points allocated for cost in RFP = Cost proposal score

3.5 COST PROPOSAL FORMAT AND CONTENT

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

It shall be clearly understood that, although the cost of the system is important, the overriding cost consideration will be the total anticipated cost of installing, operating, and supporting the system over its lifetime, including annual maintenance and ultimate replacement considerations.

Fulton County desires that proposers provide all modules and options possible to enhance the performance and functionality of the proposal. Optional recommended capabilities of the system should be included and priced in the optional section of the pricing list. Costs of optional items, which provide additional functionality outside of the required scope and requirements stated herein will not be added to the proposal for the purpose of evaluation of cost.

The proposal's Cost Section should detail the individual components of the system cost. These components include recommended hardware (including switches, cables, routers, or other items necessary for connectivity), storage, software licenses, professional services, training, documentation, and software development cost for modules that shall be modified or created, cost of proposed services, ongoing maintenance and support costs. The proposer shall include the support cost and the professional services cost required for software and hardware upgrades. Optional costs for a complete, end-to-end turnkey solution should be provided and itemized. The cost for the **optional** components should be labeled as "Optional Components".

In addition, the Cost Section shall include purchase options only. Costs quoted by proposal shall be firm and best prices. Costs for expansions/upgrades of each/all components of the proposal shall be included and guaranteed as "not to exceed" pricing for two years from contract signing.

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided in Appendix 4 of this RFP.

3.5.1 COST OF PROPOSED SOLUTION

The cost of the proposed shall include the acquisition and implementation cost as well as the annual support and maintenance cost. The cost shall also include any additional cost that may be incurred due to customization and modifications of the application. The additional cost shall be included for initial implementation as well as for support and maintenance. The vendor shall provide an unlimited, fixed price cost based on a per address model, whereby Fulton County can see the effects of adding or deleting addresses to allow for cost projections of multiple years of this notification service. The cost shall be based on 4 scenarios:

- 6000 individuals*
- 80,000 individuals
- 100,000 individuals
- 1,000,000 individuals

*Individuals refer to the number of persons receiving notification and thus maintained in the database.

Refer to Section 3.5 Cost Proposal Format and Content for an outline of how the cost shall be submitted.

3.5.2 PAYMENT SCHEDULE

Fulton County will provide payment based on the following schedule:

Payment #1 – Will be made upon initial installment of the application specifically for Fulton County Government. Fulton County personnel must have the ability to verify that an instance of the software has been installed for Fulton County. This payment will be twenty-five (25%) percent of the total contract amount.

Payment #2 – Will be made upon receipt of the letter of certification from the Proposer as stated in Section 3.3. This payment will be twenty-five (25%) percent of the total contract amount.

Payment #3 – Will be made upon successful completion of acceptance testing by Fulton County as stated in Section 3.3. The user acceptance testing will include the successful testing of the user requirements as outlined in this document as well as those identified in the requirements gathering phase of the project. The software testing will include performance testing for each unit as well as the integration into various software modules. The software testing will also include the testing of integration with external applications. This payment will be twenty-five (25%) percent of the total contract amount.

Payment #4 – Will be made upon successful completion of post-implementation support as stated in section 3.3. This payment will be the remaining twenty-five (25%) percent of the total contract amount.

Notice – Due to the budgetary system of Fulton County, no payment can be made from November first of any calendar year until February first of the subsequent year. Fulton County will make every reasonable effort to have funding for anticipated payments approved prior to this "blackout" period. However, no penalties or interest for late payments will be imposed on Fulton County for payments scheduled during this period.

SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
System Functions and Requirements • Technical System Description • System Technical Documentation • System Requirements Matrix	10%
Project Plan	10%
Project Team Qualifications/Qualifications of Key Personnel • Relevant Industry Experience • Relevant Technical Experience • Past performance on previous contracts	20%
Adherence to existing Fulton County standards including hardware, connectivity, communication, security, support and maintenance.	10%
Interface to Existing Systems	5%
Financial Responsibility	5%
Availability of Key Personnel	5%
Location of Firm	10%
Disclosure Form and Questionnaire	5%
Cost Proposal	20%
TOTAL POINTS	**100%**

SECTION 5
PROPOSAL FORMS

5.1 INTRODUCTION

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

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Declaration of Employee-Number Categories

Form F: Georgia Security and Immigration Contractor Affidavit/Agreement

Form G: Georgia Security and Immigration Subcontractor Affidavit

5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

5.2.1 Certification Regarding Debarment

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

5.2.2 Non-Collusion Affidavit of Bidder/Offeror

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

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

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

5.2.4 Disclosure Form and Questionnaire

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

5.2.5 Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement

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

5.2.7 Georgia Security and Immigration Subcontractor Affidavit

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

FORM A: CERTIFICATION REGARDING DEBARMENT

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

DEBARMENT ORDINANCE

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

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

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

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

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

2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

3) Conviction of state or federal anti-trust 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.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2010

_____

(Legal Name of Proponent) (Date)

_____

(Signature of Authorized Representative) (Date)

_____

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

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

_____
(COMPANY NAME)

_____
(PRESIDENT/VICE PRESIDENT)

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

_____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

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

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) #_____ to #_____, and/or appendices #_____ to #, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

(Affix Corporate Seal)

FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

   For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.
   Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

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

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

LITIGATION DISCLOSURE:

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

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

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

   (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 ever been indicted or convicted of a criminal offense within the last five (5) years?

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

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

questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty 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 _____, 2010

_____
(Legal Name of Proponent) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

Sworn to and subscribed before me,

This _____ day of _____ , 2010

_____
(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

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

☐ 500 or more employees

☐ 100 or more employees

☐ fewer than 100 employees

Organization Name: _____

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

Signed: _____

Printed: _____

Title: _____

Date: _____

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit. The affidavit should be executed by Contractors with 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

_____
EEV/Basic Pilot Program* User Identification Number

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

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2010.

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 G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

_____
EEV/Basic Pilot Program* User Identification Number

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

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

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

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 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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

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

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

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

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

funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

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

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

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

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

_____ _____
Title Firm Name

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

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and 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/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

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

FIRM'S NAME:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

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

Submitted by: _____ Date Completed:_____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer:_____

ITB/RFP Number:_____

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

_____

_____

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

   _____

   _____

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

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

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, please attach copy of recent certification.**

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, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: ($)

Total Percentage Value: (%)

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

Signature:_____**Title:**_____

Firm or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

EXHIBIT D

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

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

To:_____
(Name of Prime Contractor Firm)

From:_____
(Name of Subcontractor Firm)

ITB/RFP Number:_____

Project Name:_____

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

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

_____	_____
(Prime Bidder)	**(Subcontractor)**
Signature_____	**Signature**_____
Title_____	**Title**_____
Date_____	**Date**_____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

_____
(Description of Work)

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

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

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

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

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature:_____

Firm:_____

Address:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No._____

Project Name_____

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

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

1. Firms:

1) **Name of Business:**_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

2) **Name of Business:**_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

3) **Name of Business:**_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

NAME OF JOINT VENTURE (If applicable):_____

ADDRESS:_____

_____

PRINCIPAL OFFICE:_____

OFFICE PHONE:_____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.

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

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

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

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

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

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

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

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

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

11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing:_____

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

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

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

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

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

FOR_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

State of_____**:**

County of_____**:**

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

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____ _____
(Signature) ***(Printed Name)***
Nortary: _____ **Date:** _____
My Commission Expires: _____

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

SECTION 7

Insurance and Risk Management Provisions
Information Technology

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

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

To include Designated Per Project/Location Endorsement #CG2503/CG2504

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
   Combined Single Limits Each Occurrence $500,000
   (Including operation of non-owned, owned, and hired automobiles).

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

5. **ELECTRONIC DATA PROCESSING LIABILITY and CYBERSPACE/ONLINE LIABILITY**
   (Required if computer contractor) Limits $1,000,000
   Completed Operations – Statute of Repose for state of GA

6. **ELECTRONIC ERRORS & OMMISSION LIABILITY** Each Occurrence $1,000,000
   (To be provided when the Contract includes specified Professional Services, and will include Errors and Omissions coverage.
   Completed Operations – Statute of Repose for state of GA

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

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 NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

SECTION 8
SAMPLE CONTRACT

[Insert Sample Contract following this page]

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

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

Index of Articles

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CONTRACT AGREEMENT

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

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

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

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

Facsimile: ***[Insert Consultant Facsimile #]***

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

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

WITNESSETH

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

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

I. Form of Agreement;
II. Addenda;
III. Exhibit A: General Conditions;
IV. Exhibit B: Special Conditions [where applicable];
V. Exhibit C: Scope of Work

VI. Exhibit D: Project Deliverables;
VII. Exhibit E: Compensation;
VIII. Exhibit F: Office of Contract Compliance Forms;
IX. Exhibit G: Insurance and Risk Management Forms

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

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

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

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT:**

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

ARTICLE 4. **SCOPE OF SERVICES**

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

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable

by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 7. **MODIFICATIONS**

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

ARTICLE 8. **SCHEDULE OF WORK**

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

ARTICLE 9. **CONTRACT TERM**

[Insert contract term and any renewal options]

ARTICLE 10. **COMPENSATION**

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

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

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 12. **SUSPENSION OF WORK**

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

1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

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

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

ARTICLE 13. **DISPUTES**

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

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

(1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

(2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

(3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to_complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the

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

(4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

(5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

(6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

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

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

ARTICLE 16.**WAIVER OF BREACH**

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

ARTICLE 17. **INDEPENDENT CONTRACTOR**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

ARTICLE 20. **ACCURACY OF WORK**

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

ARTICLE 21. **REVIEW OF WORK**

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

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

ARTICLE 22. **INDEMNIFICATION**

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

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

ARTICLE 23. **CONFIDENTIALITY**

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

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

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

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

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

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the ***[Insert User Department Representative for project]***. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the ***[Insert User Department Representative for project]*** , if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or ***[Insert User Department Representative for project]***. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. SUBCONTRACTING

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

ARTICLE 29. ASSIGNABILITY

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

ARTICLE 30. ANTI-KICKBACK CLAUSE

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

ARTICLE 31. AUDITS AND INSPECTORS

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the

area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

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

ARTICLE 33. **VERBAL AGREEMENT**

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

ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

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

With a copy to:

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

Notices to Consultant shall be addressed as follows:

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

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37. **FORCE MAJEURE**

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

ARTICLE 38. **OPEN RECORDS ACT**

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

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

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

ARTICLE 40. **INVOICING AND PAYMENT**

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

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

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

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

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

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

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

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

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

ARTICLE 41. **NON-APPROPRIATION**

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

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

ARTICLE 42. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

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]

CONSULTANT:

[Insert Consultant COMPANY NAME]

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

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ADDENDA

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

EXHIBIT A

GENERAL CONDITIONS

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

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

EXHIBIT B

SPECIAL CONDITIONS

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

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

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

EXHIBIT D

PROJECT DELIVERABLES

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

EXHIBIT E

COMPENSATION

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

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

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

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

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

1. Insurance and Risk Management Provisions from Solicitation Document

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

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

SECTION 9
EXHIBITS

EXHIBIT 1

Required Proposal Submittal Check List for Request to Proposal (RFP)

The following submittals shall be completed and submitted with each proposal (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 proposal and ____ ( ) copies of the CD.

The following submittals shall be completed and submitted with each proposal (see table

Item #	Required Bid Submittal Check List	Check (√)
1	One (1) Proposal marked **"Original"**, _____( ) copies	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Financial Information (submitted in a separate sealed envelope)	
5	Acknowledgement of each Addendum	
6	Technical Evaluation Content (Section 3.6) Executive Summary Project Approach and Methodology Overall Project Experience and Performance Qualifications of Key Personnel Proposer Financial Information Availability of Key Personnel Location of Firm Disclosure Form and Questionnaire	
7	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offeror Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form E: Declaration of Employee-Number Categories Form F: Georgia Security and Immigration Contractor Affidavit and Agreement Form G: Georgia Security and Immigration Subcontractor Affidavit	
8	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)	
9	Risk Management Insurance Provisions Form	

EXHIBIT 2

EMERGENCY NOTIFICATION UNLIMITED SERVICE	6,000	80,000	100,000	1,000,000
Unlimited Notify Service for Fulton County's				
Fully-hosted Inclusive Software Notification Service				
Unlimited Calling, Text Messaging, and Emailing				
Covers Citizens, Residents, Businesses & County Staff				
Can be used for Emergency and Information Notifications				
Capable of Geographical, Zip-code, Street Address Notifications				
Capable of Fast, Reliable & Secure Notifications				
EMERGENCY NOTIFICATION FIXED MINUTE ANNUAL COST				
Fixed Minute Annual Cost for Fulton County's				
Vendor Recommended Annual Fixed Minute Usage Limit				
Fully-hosted Inclusive Software Notification Service - Includes Calling, Text Messaging, and Emailing				
Covers Citizens, Residents, Businesses & County staff				
Can be used for Emergency and Information Notifications				
Capable of Geographical, Zip-code, Street Address Notifications				
Capable of Fast, Reliable & Secure Notifications				
ADDITIONS/DELETIONS TO NOTIFICATION SERVICE COSTS				
Capability to Poll Message Recipient or Confirm Notifications				
Costs of Long-distance or Wireless calls outside Atlanta				
Cost of National Weather Service Automatic Warning Notification				
Cost of Additional Recommended Features (Please List Separately)				
Exclusion of Costs for Citizens Opting Out & Vacant Units				
PLANNING AND IMPLEMENTATION COSTS				
Development, Installation and Commissioning Services Software				
Licenses, Geo-coding Quarterly-Semi-Annual Updates Citizen				
Web-site Development for Registration/Number Updates On-site				
Training, Maintenance & Remote Support Costs Real-time				
Display of Notification Results & Reporting				
TOTAL ACQUISITION AND IMPLEMENTATION COSTS				

ADDITIONAL REQUIRED COST INFORMATION	6,000	80,000	100,000	1,000,000
Total Number of Fulton County, City of Atlanta, addresses used in calculation				
Average Cost per Fulton County Residential/Business Address				
YEAR TWO NOTIFICATION SERVICE-SUPPORT COSTS				
Unlimited Notify Service for Fulton County				
Fixed Minute Annual Cost for Fulton County				
Vendor Recommended Annual Fixed Minute Usage Limit Software Support & Geo-coding Quarterly-Semi-Annual Updates				
YEAR THREE NOTIFICATION SERVICE-SUPPORT COSTS				
Unlimited Notify Service for Fulton County				
Fixed Minute Annual Cost for Fulton County				
Vendor Recommended Annual Fixed Minute Usage Limit Software Support & Geo-coding Quarterly-Semi-Annual Updates				
YEAR FOUR NOTIFICATION SERVICE-SUPPORT COSTS				
Unlimited Notify Service for Fulton County				
Fixed Minute Annual Cost for Fulton County				
Vendor Recommended Annual Fixed Minute Usage Limit Software Support & Geo-coding Quarterly-Semi-Annual Updates				
YEAR FIVE NOTIFICATION SERVICE-SUPPORT COSTS				
Unlimited Notify Service for Fulton County				
Fixed Minute Annual Cost for Fulton County				
Vendor Recommended Annual Fixed Minute Usage Limit Software Support & Geo-coding Quarterly-Semi-Annual Updates				
TOTAL NOTICATION SERVICE COSTS FOR FIVE-YEARS				

SECTION 10
APPENDICES

APPENDIX 1

Instructions for responding to requirements:

In an effort to standardize answers for comparison purposes, please use the following response codes in the requirements matrix.

[**E**]	Requirement is fully and completely met by proposed system and can be demonstrated in the proposed software package.
[**P**]	Requirement will be provided by proposed modifications to the base software package in the total price proposed. These modifications can be added with a minor modification to the proposed system and become part of the proposed software package.
[**O**]	Requirement will be provided by a standard option. The cost of these options shall be provided in the cost section of the proposal.
[**X**]	Requirement can not be provided.

In the event that additional information is to be provided on a separate sheet to further describe the method in which the proposed system meets the specific requirement, an asterisk shall be entered on the response form following the "status code", such as [O*].

Element Number	Requirements Description	Response E/O/X	Comments
1	Application/Connectivity		
1.1	The emergency notification system must be able to automate communications and send notifications to individual based on grouping structures and other criteria (i.e., emergency team, management, etc.)		
1.2	ASP system (Emergency Notification System) must be operational 99.99% of the time.		
1.3	The Emergency Notification System must be completely web-based. No hardware or software will be installed on the County's premises, with the exception of web browsers, to deliver any types of message notifications. There shall be no requirement for additional telephone lines.		
1.4	The emergency notification system must be provided through a service supported by back-up operations (alternate hosted facility).		
1.5	The emergency notification system must be scalable in the event more phone resources are required.		
1.6	The system must be able to repeatedly attempt redials for all numbers where there is no answer.		
1.7	The Emergency Notification System must be able to deliver the message using a calling sequence so if a call recipient is not available on the first device, the Emergency Notification System will try the next device on the list (and so on).		
1.8	The vendor must provide access to inbound-only phone lines during an outbound notification so that paged parties can call into the Emergency Notification System to (a) confirm receipt of the page, and or (b) obtain additional information.		
1.9	The emergency notification system should have the ability to record speech via the Internet (i.e., make voice recordings).		
1.10	The emergency notification system should be able to provide multiple, simultaneous access for developing, maintaining and activating notifications.		
1.11	The emergency notification system should have the ability to record speech for messages over the phone.		
2	Capabilities		
2.1	The contacts application element of the emergency notification system should be capable of storing contact information on up to 900,000 individuals.		
2.2	The contacts application element of the emergency notification system should be able to include a field for a personalized identification code that can be assigned by the user rather than automatically assigned by the emergency notification system.		
2.3	The contacts application element of the emergency notification system should allow for as many telephone numbers, email addresses, and pager numbers (including multiple pager services) for each individual as desired.		
2.4	The contacts application element of the emergency notification system should allow us to define our own fields (user-defined fields) for, among other purposes, dynamic creation of groups using specific look-up criteria.		

Element Number	Requirements Description	Response E/O/X	Comments
2.5	The contacts application element of the emergency notification system should be able to automatically poll contacts or allow contacts members to update their own contact information.		
2.6	The contacts application element of the emergency notification system should be searchable on any field within the contact database.		
2.7	Emergency notification system must discontinue calling a person once that person has been contact by any calling method.		
2.8	Provide any additional emergency notification system and service features/capabilities, such as automatic National Weather Service warnings.		
2.9	The mass notification activation process must be easy to use and allow for a standard telephone and computer Internet connection.		
2.10	The provider must offer a method of sending calls in situations where the customer has no electricity and no internet access. This method must be simple, secure, and not require operator intervention. When using this method, the customer must be able to select calling groups that are unique to the person initiating the call.		
2.11	The airborne information capabilities; the ability to transmit information to and from aircraft.		
2.12	The system must have short code capability. Short codes must conform to standard lengths for interoperability of five and six digits. Short codes must not be carrier specific (e.g., Sprint, AT&T, etc.)		
2.13	The system/vendor must comply with the federal 2006 Warning, Alert, and Response Network (WARN) act for cellular towers.		
2.14	The system must interface with the County's GIS.		
3	**Data Acquisition**		
3.1	The provider must be able to support automated and secured contact data upload and updates from the County's existing employee database system or other public databases on a periodic and ad-hoc basis.		
3.2	The provider must provide commercially available residential and business phone numbers and disclose where those numbers are generated from (public or internet directory, power company, etc.), how frequently the databases are updated, and whether any fees are associated with updates.		
3.3	The provider must have the ability to correlate the data imported from different databases to prevent duplication.		
3.4	The provider must append the latitude and longitude geo-coding information to these phone numbers and describe how frequently phone numbers/geo-codes are updated, the percent accuracy of the geocodes, and whether any fees are associated with updates.		
4	**Website**		
4.1	The provider must provide a Fulton County specific website for additional data collections		

Element Number	Requirements Description	Response E/O/X	Comments
4.2	The website must allow for selection of the English or Spanish languages in which the resident or business would like to receive messages and allow for additional phone contact numbers and email addresses.		
4.3	The website must have the capability to add custom tent as needed.		
4.4	State if there is a charge to Fulton County in order for the provider to implement, customize and maintain the data collection website.		
4.5	State if the service provider also includes annual advertising and promotion costs to notify the Fulton County citizens of this emergency notification website and associated contact list preferences.		
5	**Grouping**		
5.1	The group application element of the emergency notification system should allow the user to build notification groups by either (a) dragging and dropping individual contacts into a group, or (b) using look-up criteria of one or more fields to automatically place contacts in a group at the time of scenario activation.		
5.2	The emergency notification system should allow any number of groups in a scenario.		
5.3	The emergency notification system should include the ability to prioritize the groups within a scenario.		
5.4	The system must allow for an unlimited number of Fulton County Government groups and subgroups to be created.		
5.5	Contacts must be able to be in any number of groups.		
5.6	The emergency notification system should allow export of group information.		
5.7	Individuals (users) that create groups must be able to grant access to security users for the purpose of updating or deleting the groups where necessary.		
5.8	Individuals that create or modify groups must be able to define as much criteria as may be necessary to pull in the appropriate contacts.		
5.9	Individuals that maintain groups must be able to sort individuals within groups by any field within the contact database.		
5.10	Ability to set expiration dates on demand using human interaction and time scheduled processes		
6	**Activation**		
6.1	Once the user has activated a call list via phone, outbound phone calls must begin being placed immediately and be delivered at a contracted Service Level Agreement (SLA).		
6.2	The emergency notification system must be capable of processing simultaneous activations without call lists being placed into queue for later delivery.		
6.3	Customer must be able to activate a call-out from any location (through a PC with Internet access or via a touch-tone phone) given the proper security access is granted.		

Element Number	Requirements Description	Response E/O/X	Comments
6.4	The customer must be given the option of recording a message at the time of activation (on-the-fly) or to use a previously recorded message.		
6.5	The emergency notification system should include ability to tag contacts in and out of the call-out at the point of activation.		
6.6	The emergency notification system should include reports that can be viewed on-line "real time", emailed or printed to multiple persons/locations.		
6.7	The emergency notification system should include a variety of reports available for viewing at pre-determined intervals or upon call-out completion.		
6.8	The emergency notification system should allow an authorized user to stop a call-out and activate it again only contacting those individuals not previously called.		
6.9	The emergency notification system must include the ability to stop a call out via the Internet or over the phone.		
6.10	Activations do not require vendor intervention, such as an operator and have an easy to use option to send cancel notification to contacts that have been notified.		
6.11	The authorized user must be able to change scenario options at activation.		
6.12	Activations should be able to be scheduled and automatically activated by the emergency notification system without any user invention.		
7	**Call List Selection**		
7.1	The final call list for a scenario and used for a call-out must be based on one contact database from which individuals are pulled into groups.		
7.2	The emergency notification system must have the ability to create groups of individually selected contacts or dynamically based on common information.		
7.3	The emergency notification system must allow the use of multiple groups for different call-outs, and allow a group to be used on more then one call-out.		
7.4	The emergency notification system must not allow individuals to opt out of future callouts.		
8	**Messages**		
8.1	The emergency notification system provides the capabilities to indicate whether the call recipient has received the notification message via a confirmation receipt via polling feature.		
8.2	The emergency notification system must allow for message security so that users must enter their own unique 1- to 9-digit pin code to receive the notification message.		
8.3	The emergency notification system must provide the customer with a means to indicate whether to deliver messages to answering machines or voice mail systems and, if so, to indicate which message will be delivered.		
8.4	The emergency notification system must include the capability of storing any number of predefined messages.		
8.5	The emergency notification system has to provide the means to deliver messages via phones (land line and cellular), email, TTY, fax, alpha pagers and numeric pagers.		

Element Number	Requirements Description	Response E/O/X	Comments
8.6	The emergency notification system must provide the means for users to record messages via voice (phone or Internet) and be able to convert text to speech and delivery the voice message.		
8.7	The emergency notification system should include the ability to transfer a call-recipient to a conference bridge. Define how this will be done.		
8.8	The emergency notification system must not require vendor intervention to record the message to be delivered.		
8.9	Email and fax notifications should be able to include attachments (drawings, maps, lists, etc.).		
8.10	Messages should be able to include auto text such as system, contact, and group or scenario information.		
8.11	Message input is compatible with all delivery device types. (No separate messages for a different device, one message for all)		
8.12	The emergency notification system must be able to automatically extract home language from a citizen contact record and automatically deliver the messages in the appropriate language. English and Spanish must be supported at a minimum.		
8.13	The system must offer a text-to-text language translation. English and Spanish must be supported at a minimum.		
8.14	The system must be pre-loaded with local government-specific scripts for tests, alerts, and other anticipated events.		
8.15	The system must be able to archive messages for future delivery.		
8.16	The system must have a toll-free phone number that a recipient can call to hear the message that they received.		
8.17	The mass notification system should incorporate the use of a mapping tool that allows the user to designate a specific area to be notified.		
8.18	This mapping tool must allow users to target recipients using, at a minimum: ▪ Radius ▪ Free-form polygon ▪ GIS-generated boundary file ▪ A boundary file made available in conformance to OGC Web Feature Service (WFS) standard		
8.19	The system must provide the ability to automate the placement of calls to unique numbers, so that routine reminders can be sent to individual recipients, subgroups or groups.		
8.20	The system shall allow for workflow or approvals for particular functionality. The County shall be able to specify whether messages that fit a certain criteria shall require an approval (or multiple activations) before message is sent.		
9	**Service Capacity**		

Element Number	Requirements Description	Response E/O/X	Comments
9.1	The provider must state the maximum mass notification service call capacity (voice messages to unique phone numbers) and corresponding message length on a per hour basis. Fulton County Government is interested in providing the capability to deliver a high volume of calls over a short period of time to effectively notify its 900,000 citizens, based on the number of associated address locations. Please explain call volume capabilities and limitations.		
9.2	State what percentage of the providers' available voice capacity is currently used on a daily average basis and the priority that will be assigned to Fulton County Government should a mass event affecting a multi-state area were to occur.		
9.3	The provider must also state its capacity for sending e-mail and text messages, how many can be sent initially and grouped for sequencing.		
9.4	In reference to notification for severe whether events, the application must be capable of notification of 100% of population within a 5 minute timeframe.		
10	**Reliability**		
10.1	The provider must discuss how it will handle "last mile" delivery congestion issues. How does the notification system detect local telephone company infrastructure limitations and adjust the volume of calls as needed to increase throughput.		
10.2	The provider must provide evidence of actual experience in successful call delivery during times of highly impacted capacity in the area being notified of an emergency (e.g., hurricane, flood, tornado, etc.).		
11	**Delivery Confirmation**		
11.1	The emergency notification system must provide a means for customers to receive both email and printed reports of notification deliveries.		
11.2	Audit trail reports must be automatically received at the end of each call-out without requiring a telephone request to the vendor.		
11.3	The emergency notification system must be able to provide a secure means for message confirmation such that the individual call-recipient must have their own unique ID for calling in to obtain secured messages.		
11.4	The emergency notification system should be able to describe number of calls that successfully connected to a live line, number of calls that were legitimately answered (duration of call connection and/or whether it a fax line).		
11.5	The emergency notification system should be able to provide the percent of the number of the recipients which were successfully notified compared to the number of recipients which were attempted to be notified.		
12	**Paging/Email**		
12.1	The emergency notification system must allow pager script protocols for a particular pager service to be managed by the administrator. Contacts then must be easily associated with appropriate pager services.		

Element Number	Requirements Description	Response E/O/X	Comments
12.2	The emergency notification system must be able to send pages to all pagers, regardless of whether the pager service provider uses one generic phone number and a PIN or each pager has its own phone number.		
12.3	For ease-of-use, the emergency notification system must provide an email interface to allow users to email notifications and reports, including: • Storing unlimited email messages • Sending different email messages with different call-outs • Sending predefined email messages or on-the-fly email messages • Maintaining multiple cell phone numbers per person • Maintaining multiple email addresses per person		
13	**Inbound Calling**		
13.1	The emergency notification system must allow the retrieval of information so the staff can get updates on subjects such as report to work status, weather-related information, etc.		
13.2	The emergency notification system must be able to store a large amount of information segments that can be managed remotely through a touch-tone phone (provided security codes) or via the server.		
13.3	The emergency notification system must be able to perform outbound call-outs for staff recalls while simultaneously delivering community information through an inbound calling feature.		
14	**Additional Features**		
14.1	User assistance tools must include the following: • Extensive on-line, interactive help including key subject areas and indexed subject matter. • Import capability		
14.2	The vendor must be able to provide specific training for administrators and users.		
14.3	The vendor must be able to provide training via web cast, on-site at our facility or off-site at a vendor-hosted facility.		
14.4	The vendor must provide 24x7x365 support.		
14.5	The system must have the ability to relay messages via social networks such as Twitter.		
14.6	The system must have the ability to relay messages via collaboration portal/tools.		
14.7	The system must have the ability to relay messages to external signs and sirens. The variable message signs may be stationary or portable.		
15	**Business Continuity; Disaster Recovery; Data Backup and Restore; Archive, Retention and Disposal Practices**		
15.1	Provide current and proposed Business Continuity Practices and Approaches as they relate to the daily operation and possible interruptions of service (OUTAGES).		
15.2	The provider must describe all mass notification system redundancies and capabilities. For example, those found through the use of multiple telecommunications providers, multiple servers and across different power grids.		

Element Number	Requirements Description	Response E/O/X	Comments
15.3	The provider should describe its business continuity plan that allows failover to a redundant or backup disaster site with equal capability as the primary site. The mass notification service provider must state its recovery time for complete failover.		
15.4	Current and proposed Data Backup and Restore practices. This should include an explanation of the standards, procedures, methods, cycles, turnover, retention periods and offsite capabilities. The provider must state the company non-release policy for data.		
15.5	The provider must describe its data backup policy and utilize mirrored server sites for disaster backup.		
15.6	Current and proposed Disaster Recovery Procedures and Standards and how they will be implemented into the proposed system solution to cover any disruptions in service (OUTAGES) and minimize any downtime.		
15.7	The provider must be able to describe ongoing maintenance and system testing procedures.		
16	**System Security**		
16.1	Provide a description of existing company policies, industry standards and procedures to ensure both notification system security and data transmission security.		
16.2	Provider must describe the security features of the mass notification service that will prevent unauthorized access.		
16.3	Provider must return all Fulton County specific data and associated databases upon termination of the contract at no additional cost to Fulton County Government.		
16.4	Product must provide ability to restrict edit access to screens / records.		
16.5	Product must provide ability to restrict view access to screens/records.		
16.6	Product must provide logging of all changes to screens/records and identify who has made the changes.		
16.7	Product must provide adequate access/authorization controls and adjust access (read, write/update, delete) accordingly.		
16.8	Product supports HTTPS.		
16.9	Product provides programmatic controls for common web vulnerabilities.		
16.10	Product must comply with the requirements of Fulton County standards for access from the Internet.		
16.11	Product must be configurable to provide specific user rights, restricting data access and administrative oversight to the appropriate Fulton County Government personnel.		
17	**Reporting**		
17.1	The system must provide on-line reports documenting results of notification results as well other reports, such as monthly usage.		
17.2	The system should allow all mass notification report data to be updated in real-time and exported to a current version of MS Excel or equivalent.		
18	**Customer Support**		

Element Number	Requirements Description	Response E/O/X	Comments
18.1	The provider must offer unlimited 24/7/365 customer and technical support (including holidays) for all users through a toll-free phone number at no additional cost.		
18.2	The provider's support time must be 15 minutes or less for all issues, at all times of day or night.		
18.3	The provider's customer support personnel must be full-time, company-employed customer service professionals.		
18.4	The provider's customer service staff must be located in the United States.		
18.5	The provider must not outsource customer support to either a domestic or international call centers.		
18.6	Upgrades, updates, and enhancements must be included in the annual service cost. Provider must detail its process for implementing upgrades and enhancements to the existing notification system and service.		

APPENDIX 2

FULTON COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY HARDWARE AND SOFTWARE REQUIREMENTS

Due to this proposed solution being hosted by the vendor, this section will only contain hardware requirements as it relates to the connectivity and communication with the vendor's application.

The County standards for the desktop environment are:

- Microsoft Vista/Windows XP (proposed system must support both)
- Microsoft Office 2003/2010 (proposed system must support both)
- Microsoft Outlook
- Microsoft Visio
- Internet Explorer 6.0 and higher (Service Pack XPSP 2 and higher)
- Internet Explorer 7.0 (response must support both versions of Internet Explorer)
- ESRI ArcGIS version 9.2 and higher

The County standards for ad-hoc reporting are:

- Oracle© Discoverer
- Crystal Reports
- MS SQL Server 2000 and higher Reporting Services
- Business Objects Xi

The County standards for network protocols communicating externally are:

- Port 7070
- Any other ports must be approved by Fulton County Network Security

The County standards for network communication are:

- Ethernet
- Wireless 802.11g
- Wireless Cellular Broadband

The County standard for Telephony System is Cisco Call Manager v4.2.

INTERFACE WITH OTHER SYSTEMS

Apache 2.2 – See Acceptable Standards below

Interface	Description	Comment
Web Service	• Supports machine-to-machine interaction over the enterprise network • Meets W3C specification using XML messaging that follows the SOAP standard. • Machine readable description of the operations offered by the consumable system written in the Web Services Description Language (WSDL)	**Best** solution for supporting machine-to-machine data transmission over a network.
Really Simple Syndication (RSS)	• Family of web formats used to publish content in a standardize format • Data format follows the RSS specification using standardized XML	**Good** approach providing a structured data feed which can be easily processed.
HTML	• Traditional browser markup language transmitted over HTTP.	**Weak** approach and should be used *sparingly* as the user interface design may not be compatible with that of the portal