



FULTON COUNTY

People *Vision* *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. 13RFP122112C-DR

APCO P25 PHASE 2 TDMA 800 MHZ SIMULCAST TRUNKED RADIO SYSTEM

RFP DUE DATE AND TIME: January 30, 2013 11:00 A.M.
RFP ISSUANCE DATE: December 28, 2012
PRE-PROPOSAL CONFERENCE DATE January 10, 2013
PURCHASING CONTACT: Donald Riley at (404) 612-7916
E-MAIL: Donald.Riley@fultoncountyga.gov

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

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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is seeking qualified firms for the upgrade and expansion of the existing 800 MHz analog simulcast trunked radio system infrastructure to APCO P25 Phase 2 TDMA simulcast trunked infrastructure.

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for the APCO P25 Phase 2 TDMA 800 MHz Simulcast Trunked Radio System.

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 APCO P25 Phase 2 TDMA 800 MHz simulcast trunked radio system to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 MINIMUM QUALIFICATIONS

Proposers shall meet the following minimum qualifications, with no exceptions, to be considered for award of this contract. The County reserves the right to verify Proposer's responses. Proposers who fail to answer the minimum qualifications will be deemed non-responsive and have their proposal rejected.

Each Proposer submitting a proposal for this project is required to answer the following qualifying questions. A minimum score of 70 points is required for a Proposer to successfully meet the minimum qualifications. Please complete the Minimum Qualifications Response Form attached as Exhibit 3 of this RFP:

1. Do you have an 800 MHz APCO P25 Phase 2 TDMA system that has been ACCEPTED by a public safety entity and has been in operation for at least 12 months? If yes, provide details (date of award, date installation began, date installation complete, date accepted)
2. Do you have a local repair facility within 25 miles of Fulton County, GA that has been operational for at least 3 years? If yes, provide address.

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3. Do you have an APCO P25 Phase 2 TDMA system that is compatible with Motorola APX subscriber radios without the use of a gateway and without the loss of features?
 4. Do you have an APCO P25 Phase 2 system that is backward compatible to Phase 1 mode on a selected channel basis, to operate with Motorola APX, XTL and XTS Phase 1 subscriber radios without the use of a gateway and without the loss of features?
 5. Do you have an APCO P25 TDMA system that will work with Motorola Gold Elite Consoles without loss of features on the consoles (i.e., wireline console priority)? Describe
 6. Do you have an APCO P25 TDMA or FDMA system that will allow Fulton to remotely disable or enable their APX, XTL or XTS subscriber radios?
 7. Do you have an APCO P25 TDMA or FDMA system that will allow Fulton to over-the-air-program an APX, XTL or XTS subscriber radio?
 8. Do you have a project reference where you have upgraded a Motorola 800 MHz trunked smartnet system with Gold Elite Consoles comprised of more than eight sites from analog to digital where your scope was completed in less than 12 months?
 9. What is the site and channel count of the largest 800 MHz linear simulcast system you have deployed? Proposed?
 10. Do you have an 800 MHz APCO P25 TDMA system that will allow for FDMA or TDMA operations on a real-time basis, without partitioning channels?

1.3 DESCRIPTION OF SERVICES

This project is for the upgrade and expansion of their existing 800 MHz analog simulcast trunked voice radio system infrastructure to APCO P25 Phase 2 TDMA simulcast trunked voice and data infrastructure. It is anticipated that the timeframe for a complete transition to digital may take up to three years. The upgrade and implementation of this infrastructure will require the Proposer to construct a new prime site building adjacent to the existing, along with the construction and commissioning of a new prime site tower, and eventual removal of the old tower and building. Four new simulcast sites will require buildings, and three will require new towers. A new digital microwave backbone will be required to link the new prime site to all simulcast sites and to the 911 dispatch consoles. The existing microwave network may remain in place for two to three years, to

accommodate the 800 MHz analog to digital system transition. It is desired that an existing mobile data system using conventional 800 MHz frequencies be replaced so that P25 mobile radios can be used for both voice and mobile computer data. A fire station alerting system that utilizes the proposed communications infrastructure is also being requested. Optional pricing is being requested to replace twenty-four 911 dispatch consoles. Proposers are requested to quote a buy-back credit for Fulton County's existing system equipment that is removed from service.

The upgraded system will provide service to approximately 4500 subscriber radios. All agencies that utilize the existing system have P25 Phase 1 digital capable subscribers that will be reprogrammed to P25 Phase 1 as a part of this procurement. A limited number of P25 Phase 2 capable subscribers currently exist within the user agencies. Additional subscribers are not a part of this procurement. Proposers shall clearly identify the capability or deficiencies of their proposed P25 infrastructure to support all P25 features utilizing the existing subscribers. These are Motorola XTL 2500 and 5000 series and XTS 2500 and 5000 series radios.

Proposer proposals must describe all components, services, and tasks required to implement a working, fully functional system, and clearly state whether or not said components and services are to be furnished by the Proposer. Any and all components - whether hardware or software - required, to make the systems usable and fully operational that are not described in the proposal documents as being necessary, shall be provided at the Proposer's expense. The price listed in the Proposer's proposal shall be the delivered price, including freight to - and installation at - the sites of work. Submission of a proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered in performing the work.

1.3.1 BACKGROUND

Fulton County currently operates a nine site, fourteen channels, 800 MHz, SmartNet simulcast trunked radio system. The existing 6GHz microwave backbone is comprised of the nine simulcast sites and two additional microwave sites. There are twenty-four 911 dispatch consoles; these are the Motorola Centracom Gold Elite consoles.

Fulton County also operates a DataTac mobile data system co-located at the nine SmartNet sites. This system utilizes one data frequency at each site. At two of the nine sites are five SimulTAC base stations for the five Mutual-Aid channels. The DataTac and Mutual Aid stations utilize the transmitter combiner systems and receiver multi-couplers of the SmartNet trunking system. There are no changes to the Mutual Aid base stations as part of this procurement. The

DataTac system function will be replaced by the P25 infrastructure as part of this procurement.

Existing site details are provided in Appendix A. Proposed new site details are provided in Appendix B. Existing microwave backbone details are provided in Appendix C.

The communications system services the following entities:

- Chattcomm 911
- City of Alpharetta
- City of Chattahoochee Hills
- City of Fairburn
- City of Johns Creek
- City of Milton
- City of Mountain Park
- City of Palmetto
- City of Roswell
- City of Sandy Springs
- Fulton County Government Departments
- Fulton County Schools
- National Park Service
- Rural/Metro Ambulance
- Metro Atlanta mutual aid partners

1.3.2 REQUESTED COMMUNICATION SYSTEM

Fulton County requests proposals for a reliable radio system using proven technology that provides outside and in-building coverage for portable radios with enough talk groups to allow the local governmental entities to operate safely and efficiently today and in the future. The proposed system shall utilize the existing nine tower sites and eight new sites.

1.3.3 SYSTEM DESIGN

Fulton County currently has licenses from the FCC to use fourteen (14) 800 MHz frequencies at nine (9) existing sites. The County is requesting the Proposers provide systems that will utilize these same (14) frequencies in the new trunked simulcast design at seventeen (17) sites. The County requires that the new voice radio system meet the recommended standards as laid out by the Association of Public Safety Communications Officers (APCO). This includes the APCO Project 25 Phase 2 standards for TDMA trunking technology, Common Air Interface, 12.5-kHz channel spacing, IMBE vocoder. Each Proposer should specifically outline how their system meets these standards, and how the Proposer plans on continuing to meet evolving standards which are under

consideration.

The size and scope of this project is subject to design changes if the county enters into partnerships with other radio system owners. Such partnerships would result in scope changes and affect the deliverables and minimum milestones as listed.

1.3.4 RADIO SYSTEM COVERAGE

Fulton County requires a digital radio system design that will provide portable coverage outside and in buildings. Proposers should provide coverage predictions, as outlined later in this specification, that detail expected system coverage at 95-percent area-coverage reliability or better using the desired sites listed in Appendix A and Appendix B.

In-building coverage is required within critical Fulton County facilities to include those located in the Fulton County Court Complex, the Fulton County Government Center and the Fulton County Jail. Proposers are to quote the additional cost, if any, to provide in-building portable coverage throughout these complexes, should coverage predictions from the desired sites need other solutions, such as bi-directional amplifiers with distributed antenna systems.

In-building coverage is desired within all Fulton County Schools and Centers. Due to the complexity of analyzing over 100 school locations during the RFP process, in-building school coverage is not listed as a requirement. School coverage testing will be made by the County separately from the RFP coverage compliance testing, to determine deficiencies. Proposers are to quote as an option, the cost to provide and install one (1) in-building bi-directional amplifiers system with a coverage radius of 150’.

1.3.5 CAPACITY

Fulton County requires a radio system that can handle 4500+ public safety subscribers when constructed. These subscribers should be able to be organized into operational groups or “talk groups” on the radio infrastructure. Flexibility should be designed in the system to allow for operational talk groups and mutual-aid talk groups. A mutual-aid talk group is one that is set aside for emergencies or special events. Different departments within the County will use these mutual-aid talk groups to communicate with each other. The system design should have the flexibility to modify the talk groups and possibly modify the infrastructure without having to reprogram all of the subscriber radios. Finally, the infrastructure should have talk groups that allow other Georgia 800-MHz trunked radio users to seamlessly communicate with Fulton County units without the necessity of a gateway. Proposer will describe how proposed Fulton County

units can communicate in mutual-aid situations with other municipalities within 50 miles of the County.

1.3.6 RELIABILITY

Fulton County will evaluate the reliability of the proposed system and equipment based on three factors: components, sites and networks. Fulton County requires that quality components be used in the design. These components should use current standards that relate to their design and operation, including but not limited to APCO standards, military standards, IEEE, NTIA and other relevant standards. Fulton County is interested in purchasing equipment from a stable company with a reputation for building quality products. Reliable equipment is the foundation to building reliable systems.

In addition to component reliability, Fulton County requires a system designed and built with site reliability in mind. This includes the use of generators, UPSs, surge protectors, HVAC, grounding standards, electrical standards, redundant equipment and fault-tolerant equipment. These considerations should be apparent in the radio systems, interconnection systems and any subsystem that supports the County infrastructure. In addition, the condition of the sites should be monitored via an alarm and control system that allows remote diagnostics of each site.

Finally, the network must be designed and built to high-reliability standards. When referring to the network, we mean the equipment used to connect the individual sites to make them function properly as a group. The network should have fault-tolerance and redundancy designed into its operation. It should come with a network management-and-diagnostic system that allows for easy management and interrogation (diagnostics) of network components.

1.3.7 MUTUAL AID

Each and every group within the County has mutual-aid relationships that exist today within the County and outside of the County boundaries. The new systems should be designed for mutual aid within the County as a top priority. In addition, system coverage and features should extend as far beyond the County boundaries as feasible. This will allow County personnel to use their own equipment as they work and travel to nearby areas. Using one's own equipment is always the preferred choice in mutual-aid scenarios. In addition, provisions in the new system should allow for the extension of the 800 MHz mutual-aid systems already operating in the State of Georgia.

1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

The County requests that Proposers design, implement, install and provide services to provision the new radio system infrastructure including:

- One APCO P25 Phase 2-compliant digital trunked 800 MHz, 14-channel, 17-site simulcast system, (Five 800 MHz sites are new equipment buildings and twelve sites are existing).
- One IP based microwave transport system to provide backhaul for the radio system to the Prime site in a loop configuration, and connectivity to the Superior Court site for landline interconnect to the 911 dispatch consoles.
- One (1) 400' self-support communications tower located at the Milton site. Proposer shall construct the new towers in a manner consistent with the building specifications herein.
- Two (2) 400' guyed communications towers located at the following sites: Prime, and Southwest. Proposer shall construct the new towers in a manner consistent with the building specifications herein.
- One (1) 300' self-support communications tower located at the East Roswell Park site. Proposer shall construct the new towers in a manner consistent with the building specifications herein.
- Five (5) Communications equipment buildings located at the following sites: Prime, Milton, East Roswell Park, Palmetto ATC88516, and Southwest.
- Alarm-and-control equipment for trunked, prime and microwave sites.
- Fourteen (14) Diesel Generators and associated components located at trunking sites except hi-rise building sites.
- Fifteen (15) UPS systems. (Eleven existing site replacements, four planned proposed sites)
- Twelve (12) redundant wall mounted HVAC systems and associated components. (Eight existing site replacements, four planned proposed sites)
- A network management system.
- Logging Recorder Interface.
- P25 programming of existing mobile and portable radios as detailed in the pricing section.
- Proposer shall quote a Fire Station Alerting System to replace the current system that utilizes the analog voice infrastructure. The server will be located at the 911 Communications Center. Forty-two (42) fire stations shall be alerted.

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- Proposer shall quote all packet data infrastructure elements needed to enable text computer communications using P25 mobile clients. Proposer shall quote either a replacement of or any required upgrade to the existing Motorola Premier Mobile Data Computer System including server and client software.
 - Proposer shall quote the additional cost, if any, to provide in-building portable coverage throughout the Fulton County Jail.
 - Proposer shall quote the additional cost, if any, to provide in-building portable coverage throughout the Fulton County Courts Complex.
 - Proposer shall quote the additional cost, if any, to provide in-building portable coverage throughout the Fulton County Government Center.
 - Proposer shall quote as an option, the cost to replace twenty-four (24) Motorola Centracom Gold Elite 911 dispatch consoles.
 - Proposer shall quote as an option, the cost to provide and install one in-building bi-directional amplifier system with a coverage radius of 150’.

1.5 OBTAINING THE RFP

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

1.6 SUBCONTRACTING OPPORTUNITIES

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

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, January 10, 2013 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.

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Wednesday, January 30, 2013 at 11:00 A.M.**, legal prevailing time. All submitted proposals shall 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 will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, Donald R. Riley, Assistant Purchasing Agent, via email at Donald.riley@fultoncountygagov ; fax (404) 893-1876. Any response made by the County shall 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.

Affiliation – A user relationship to a broadcasting radio system.

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

AMSL – Above mean sea level.

APCO – Association of Public-Safety Communications Officials.

Broadcast – The distribution of audio/data mass communications using electromagnetic radiation (radio waves).

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.

DAQ – Delivered audio quality.

dBu – Decibel measurement of voltage.

ERP – Effective radiated power.

FCC – Federal Communications Commission, a United States government agency that regulates communications.

FDMA – Frequency-division multiple access is a channel access method used in multiple-access protocols as a channelization protocol. FDMA gives users and individual allocation of one or several frequency bands.

Infrastructure – The basic parts (towers, transmitters, receivers, frequencies, etc.) that comprise the radio system.

Interference – Anything which alters, modifies or disrupts a message as it travels along a channel.

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 this RFP.

P25 – Project 25 (or **APCO-25**) is a suite of standards for digital radio communications for use by federal, state/province and local public safety agencies in North America to enable them to communicate with other agencies and mutual aid response teams in emergencies.

Request for Proposal (RFP) – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Offeror – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

RF – Radio frequency

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.

Simulcast – A contraction of simultaneous broadcast, is the broadcasting of the same talkgroup from multiple transmission towers at the same time.

Subcontractor/sub-consultant – An individual, firm, corporation or any combination thereof, having a direct contract with Consultant/Contractor for the performance of a part of the work.

Successful Proposer – The entity or individual approved by the Board of Commissioners to perform the scope of work outlined in this RFP.

System – Refers to the radio system and its infrastructure.

Subscribers – Users on the radio system.

Subscriber Units – The physical radio devices used by the users to access the radio system infrastructure.

Talkgroup – A logical way of grouping the users on a trunked radio system to share the limited channel resources.

TDMA – Time-division multiple access is a channel access method used in multiple-access protocols as a channelization protocol. TDMA allows several users to share the same frequency channel by dividing the signal into different time slots.

Trunking – A method for a system to provide network access to many clients by sharing a set of lines or frequencies instead of providing them individually.

Users – The people who utilize the radio system.

Vocoder – Short for voice encoder, is an analysis/synthesis system used to reproduce human speech.

VSWR – Voltage standing wave ratio.

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 Proposers 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, January 23, 2013 at 4:00 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: Donald Riley

Public Safety Building

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

Email: Donald.Riley@fultoncountyga.gov

F: (404) 612-7916

**RE: 13RFP122112C-DR, APCO P25 Phase 2 TDMA 800 MHZS Simulcast
Trunked Radio System**

Telephone inquiries will not be accepted.

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 term of this contract will commence on the Effective Date and shall continue until the sooner of: (a) a period of three (3) years from the effective date; (b) Final Acceptance; or (c) the Agreement is terminated as provided in the successful Proposer's contract.

See Section 3.8 of this RFP for additional contract requirements that the Successful Proposer will be required to provide in the areas of Warranty, Maintenance and Technology Refreshes.

2.6 RFP SUBMITTALS

See **Exhibit 1** for the RFP Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your proposal. Failure to submit all 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 Proposer Selection Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. 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.

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 an individual firm, partnership or corporation under the same or different names may be grounds 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 Proposers 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 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

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

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 maybe 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 Director of Emergency Communications or her designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of

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

See Section 5, Proposal Forms for declarations and affidavits.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

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

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

2.24 RIGHT TO PROTEST

Any actual Proposer or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual Proposer or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.25 FIRST SOURCE JOBS POLICY

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

2.26 NON-COLLUSION

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. See Section 5, Proposal Forms for declarations and affidavits.

2.27 EXCEPTIONS TO THE COUNTY'S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror's proposal clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception. See Section 5, Proposal Forms for declarations and affidavits.

2.28 GENERAL REQUIREMENTS

1. 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.

2. 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.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. 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.
5. 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 Proposer be other than the manufacturer, the Proposer and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Proposer responsible for any resultant excess cost.
9. 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.
10. 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).

**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, January 23, 2013 at 11:00 A.M.** and must be addressed to:

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

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

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

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

Each envelope or package shall be clearly marked as follows:

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

3.1.2 Number of Copies

Proposers shall submit the following:

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

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

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

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

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROOSAL 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

I. RADIO SYSTEM DESCRIPTION

3.3.1 System Configuration

Proposer will be responsible for proposing and providing all equipment, services, and resources that are required to meet the performance requirements of this Scope of Work.

3.3.2 Trunking Requirements

This section of the Scope of Work provides an overview of the performance

requirements of the system.

3.3.2.1 Channel Priority

RF channels shall be assigned automatically in real-time by the system controller in response to system user (field units and console dispatchers) requests, in accordance with channel availability and user assignment priorities. A minimum of eight levels of priority shall be incorporated in the system.

3.3.2.2 User Group Organizational Structure

To provide for flexibility and use of the trunked radio system and to provide additional flexibility and capability for future system operational expansion, at least 2,000 individual talk groups shall be available within the system.

All field units (mobiles, portables, and RF control stations) and console dispatch positions shall be capable of being assigned user group address designators that shall permit communications between groups of field units or groups of field units and individual dispatch positions. All units operating within the same user group shall receive both sides of every conversation addressed to or from the group members.

The system shall be capable of individual call, group call (sub-fleet), and all call (fleet) voice communications and alerting. The talk group plan must be submitted by Proposer to the consultant, and approved by the County prior to equipment programming.

3.3.2.3 Addressing and Signaling

The addressing and signaling system shall permit the assignment of a minimum of 48,000 discrete field unit addresses. All discrete addresses shall be able to be a member of any or all user groups. Regardless of the user group affiliation, the discrete unit address for a unit shall not change. Each unit shall have a unique discrete unit address.

Talkgroup addresses shall have the capability of being partitioned into various organizational user group structures. Proposer shall assist the County in the development of a Countywide / citywide talkgroup plan.

3.3.2.4 System Access Time

The system controller shall automatically assign all RF channels. Each system user (field units, console dispatchers, etc.) shall have access to all RF channels via an operator programmable priority protocol. Voice truncation time for each

simulcast system shall be less than 500 milliseconds based on the following assumptions:

- A voice or data channel is available for assignment.
- Minimum receiver threshold.
- Simulcast site configuration.

Proposer must provide a timing chart depicting the performance of its system. Voice truncation time shall be described on a timing chart as follows:

- Length of time speech would be lost or “truncated” by system setup delays.
- Length of time the recoverable speech would be delayed within the system by the vocoder (digital alternative), the transmission network, and all related processes until recovered at the speaker of the listening radio unit.
- All significant delays from PTT until audio is recovered at a listening radio unit.
- Multi-system patch to adjacent agencies and hospitals (worst case).
- A time line showing all events measured in milliseconds must accompany the chart

3.3.2.5 Private Conversation

The trunked radio system shall permit designated radios to have individual conversations with one another. This mode shall allow two units to have a conversation so that no one else is privileged to the communications, or is aware of it being requested. An originating radio user specifies the identification of the destination radio user and initiates the transmission. The destination radio user receives the transmission and is able to communicate with the originating radio user without having to change any settings on the radio.

3.3.2.6 Dynamic Switching Between Technologies

The trunked radio system shall permit radios to access the system in either the APCO Project 25 Phase 1 FDMA mode or the APCO Project 25 Phase 2 mode real-time on a channel by channel basis. Individual channels shall not have to be partitioned or dedicated as either FDMA or TDMA. This will allow the controller to assign channels in the most flexible manner and will allow the users to migrate

from FDMA technology to TDMA technology without concern for channel resources. The switching device will assign channels without concern for technology as the channels will be equipped with TDMA/FDMA operations. Selection of TDMA/FDMA modes of operation shall be determined by the subscriber programming.

3.3.2.7 Selective Alerting

The trunked radio system shall provide a means for selectivity alerting radio units on an individual, group (sub-fleet), or all-call (fleet) basis.

3.3.2.8 On-Channel Interference

The trunked radio system controller shall have the capability of detecting an interfering signal on any of the RF channel receivers. If such a signal is detected, the system controller shall shut down the associated channel transmitters and receivers for the duration of the interference. If the interference appears on the control / signaling channel, the system controller shall switch to an alternative control / signaling channel, as well as remove the channel being interfered with from the system. Once the interference is gone, the RF channel shall be reactivated by the system controller for system use.

3.3.2.9 Out-of-Range (Contact) Indication

Whenever a field unit leaves the radio coverage area of Fulton County's system, an alert to the user shall be provided. The user shall be notified of this condition by a visible or audible signal when the condition is first sensed.

3.3.2.10 Unit Disable

The trunked radio system shall provide the capability of allowing the system supervisor using a system-manager terminal to enable or disable any field units on the trunked system. The disabling of a field unit shall prevent the unit from monitoring any voice communications on any channel or user group in the system. A disabled unit shall not be able to transmit or otherwise join into any voice conversation on the system. The enabling or disabling function shall occur while the field unit is on the system anywhere within the radio coverage area. The system shall have the capability to search the trunked system for the unit. The system manager terminal shall provide a positive indication to the system supervisor when the system succeeds in enabling or disabling the unit. The field unit and system shall "handshake" so that the system shall have a positive indication of success.

This process shall not involve any "shutdown" of the system. The operation shall

not require the use of any working channel. A disabled unit can only be re-enabled by the system supervisor. If for any reason the trunked system is shutdown or disabled, any disabled units shall stay disabled.

If the unit is not on the system at the time the enabling or disabling function is initially invoked, the system shall have the ability to capture the unit when it comes into the system. When the target unit comes into the system, the system shall have the capability to “quickly” capture and automatically enable or disable the unit.

3.3.2.11 Unit Identification (ID)

Each unit (mobile, portable, RF control station, and dispatch console) shall send its unique discrete address identification to the system each time the unit transmits. The ID shall be displayed on the associated dispatch-control-console channel module, as well as any other field units or RF control stations that are equipped with display capabilities. The ID that is displayed shall be system programmable and shall be either the unit ID number or the plain language alias (fleet, sub-fleet, talk group, affiliation group, or individual unit name) name. Proposer shall state the alias naming capabilities of the system in its proposal.

3.3.2.12 Automatic Station ID

Automatic International Morse Code Station Identification shall be provided for the trunked radio system. Operation of the Automatic Station ID shall be in accordance with FCC rules for trunked radio systems.

3.3.2.13 Dynamic Regrouping

The trunked radio system shall permit the reassigning of radio units to new or other temporary user-group assignments. The system supervisor using the system manager terminal can initiate the reassignments.

This reassignment of user groups shall occur while the field unit is operating on the system anywhere within the RF coverage range of the system. The system shall handshake with the target unit and confirms that the requested change has been accomplished. The system manager shall be capable of regrouping field units once they have re-entered the RF coverage range or when they are powered up (turned on) at any time after the initial regrouping has taken place.

The system shall include the ability to perform this function manually, and also with a stored software plan to allow for the automatic programming of many units into predetermined user groups. This reprogramming shall allow for the saved “plan” to be initiated at any future time by the system supervisor.

Proposer shall provide a description of this feature and the total time required to regroup 100 units of a pre-stored group. Total time is to be measured from the time that the regrouping activity is initiated by the system supervisor, to the time that the 100 units are regrouped and able to receive voice messages. All 100 units are presumed to be on and within RF coverage range of the system.

3.3.2.14 Trunking Protocol

The trunking protocol shall allow for "message"-type trunking (repeater hang time after release of PTT switch) or "transmission"-type trunking (RF channel instantly reverts to pool of available RF channels) on the system. This feature shall allow reconfiguration of the trunking protocol as necessary and as future system operations dictate.

3.3.2.15 System / Site Controller

A primary system / site controller shall be provided, and shall consist of the necessary hardware and software to provide overall monitoring and control of the trunked radio system. The system shall be responsible for automatically making RF channel assignments and performing priority call queuing, late entry assignments, and data logging of system activity. The system shall perform other unit and control activities as necessary to completely control the trunked radio system.

The system shall have the capability to receive requests for access to the system from field units (mobile, portable, RF control station) and from dispatch console positions via the control / signaling channel. It shall identify an unused RF channel and direct the signaling system to move the addressed unit or user group to the designated RF channel.

The system shall assign an RF channel in accordance with priorities and user-group assignment procedures established by the County.

System software / hardware updates and / or changes shall be completed while maintaining continuous communications and without forfeiting any features or functions required by this Scope of Work.

The trunked radio system shall be controlled by a primary-site controller (system controller). Failure of the system primary-site controller shall not cause the loss of any functions or features required by this Scope of Work. Records management and APCO Project 25/16 priority system access shall be maintained.

As an alternate to the System/Site Controller, Proposer shall describe system

control capability and the reliability of their proposed architecture specifically addressing the intent of the operations and features as listed in this specification.

3.3.2.16 Network Manager

A network-manager interface shall be provided for control of the total trunked radio network by authorized personnel. The network manager shall allow data entry and retrieval from the system. Data retrieval shall include receiving control / signaling channel data and alarm messages from the various system controllers. Examples of data entry include altering system parameters, removing channels from operation, regrouping radio units, disabling radios, etc. The network manager shall be password protected from access by unauthorized personnel. The network-manager shall be a web-based application that allows the system manager to access the trunked network from any computer with web access.

3.3.2.16.1 Database

1. A database shall be provided that will store system user profiles, such as user group access, priority levels, dynamic regrouping plans, authorization codes, interconnect access, etc. Additionally, whenever a field unit is turned on and the unit is within RF coverage range of the system, the unit's discrete address and user-group selection shall be recorded into the system database.
2. Whenever a field unit is on and is in RF coverage range of the system, any change of user group selection for the field unit shall automatically update the system database with the unit's ID (discrete data signaling address) and current user-group selection.
3. The database shall permit user-defined sorting of calls by units, groups, time of day, duration of call, channel, site and priority.
4. The database shall be continuously backed up. This backup database shall act as a "hot standby" database that is automatically kept current. Should there be a failure with the primary database; the backup database shall automatically be activated for system access.
5. Every 24 hours, the database shall be automatically backed up and stored on devices external to the 821-MHz trunked control system, such as to a compact disk (CD). Sufficient storage media shall be

provided for storing data over a two-year period.

6. If unattended, fully automatic backup capability cannot be provided, Proposer shall specify the system's backup capabilities and limitations, and any user involvement that might be required.
7. The database shall have sufficient capacity to store all system profiles, as well as the capacity to store 45 days of system activity for report generation.

3.3.2.16.1 System Diagnostics

Sufficient hardware and software shall be provided to monitor and test the trunked radio system. The diagnostic system shall continuously test all RF repeater stations, site controllers and other critical hardware and software functions. Should any abnormalities be found during a test sequence, the abnormality shall be logged in plain language (not coded characters).

At a minimum, the log shall include the type of problem encountered, the date and time, and the channel(s) or equipment where the problem occurred. Additionally, the diagnostics system shall activate audible and visible alarms to notify the system supervisor of the problem.

If a failure results in a loss of transmitter power or high VSWR on a repeater station, combiner or antenna system, the system controller shall automatically remove that repeater station from the system until such time that the fault is corrected. If interference is received on a radio channel, the system controller shall automatically remove that channel and associated receivers from the system until such time that the fault is corrected. When a repeater station or a radio channel is removed from service, an alarm shall be sent to the system supervisor.

3.3.2.16.2 System Alarms

Alarm-status information shall be accessible from the network manager terminal or web-based application. The system supervisor shall be able to ask for and receive alarm conditions concerning the base-station repeaters and controllers. The system shall be capable of having alarms printed to a plain language printer and/or stored electronically in a plain language text file (as they occur). A printer shall be included with the system supervisor terminals.

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- A remote-alarm-indication subsystem shall be provided to capture diagnostic and alarm reports, as well as summarize traffic operations.
 - At a minimum, the following trunked system alarms shall be logged and displayed:
 - Transmitter power / VSWR.
 - Control / signaling channel data integrity.
 - Working channel integrity.
 - Proper trunking operation of each channel.
 - System interference reception.
 - Miscellaneous alarms.

All individual system alarms must appear at the dispatch center and the radio maintenance facility. The network monitoring and control system and 821-MHz trunked radio network-manager terminals or web-based applications are to be installed at the above facilities in the same manner.

3.3.2.16.3 Report Generation

The network manager shall be capable of generating management reports to provide the necessary information for management personnel to review the reports and make decisions regarding staff resource allocation and altering system size, and to evaluate the operational effectiveness of the various components of the trunked radio system. The reports shall include at least one month of system activity.

3.3.2.16.4 Network Manager Terminal

The network manager terminal or web-based application shall allow an operator at the terminal to perform the following tasks:

- Inquire about the status of alarms.
- Inquire and make changes to the priority level of assignments of any and all units in the system; the priority shall be assigned on an

individual basis, by user-group assignments, or both.

- Inquire about dispatch call-loading information.
- The terminal shall display the real-time activity of the prime-site controller at a designated location within the system.

3.3.2.17 Reliability / Redundancy / Backup

A minimum of two trunking system failure modes shall be provided to minimize the loss of communications system features and functions.

As an alternative to the Reliability/Redundancy/Backup operations listed in this specification, Proposer shall provide information for the County to properly evaluate the Reliability/Redundancy/Backup features offered by their system design specifically addressing the intent of the operations and features as listed in this specification.

3.3.2.17.1 Failure Mode One

Due to operational requirements and system loading, a failure that would cause the system to revert to conventional (non-trunking) operation would degrade the system to an unacceptable level. For this reason, it is required that the system shall continue to trunk and provide all features, including radio coverage and APCO 16 features, in the event that the primary-system controller or remote-site controllers fail. Therefore, redundant system and site controllers and automatic switching facilities are required.

If the primary system or site controller fails, the system shall automatically switch to a backup system or site controller for trunking control. During this mode of operation, the system shall continue to provide all features and functions specified in this document.

The system shall not be "OFF THE AIR" for longer than ten seconds (maximum) during the system adjustment.

3.3.2.17.1 Failure Mode Two

Should the trunked radio system central controllers fail to the point that APCO 16 trunking can no longer be maintained, then the trunking system shall revert to what is commonly known as a "failsoft" mode of operation.

During this mode of operation, a signaling message shall be continuously transmitted by the system repeaters to notify the mobiles, portables, and RF control stations that the system is in a failsoft mode. This signaling shall also ensure that the mobile and portable radio shall not go into failsoft mode when they are out of RF coverage range of the system.

This system shall not be "OFF THE AIR" for longer than 15 seconds (maximum) during the failsoft system adjustment.

While the system is operating in the failsoft mode, the receiver / voting system shall continue to function, and the system shall continue to operate in simulcast mode without any reduction in coverage.

3.3.2.17.2 Other Reliability Requirements

The system shall have the capability of assigning a minimum of four trunked repeater stations to perform as the control / signaling channel. When a new control / signaling channel is assigned, radio units shall automatically search for and acquire the new channel. The control / signaling channel shall periodically be rotated between trunked repeater stations. In the event that the control / signaling channel fails, the failure shall be detected and one of the remaining stations shall be automatically assigned as the control / signaling channel.

A monitoring device shall be provided at each RF site to monitor control / signaling activity, forward and reflected transmitter power, and up to eight other alarm inputs to be used as the County sees fit. The alarms shall automatically be reported as described in Section 1.12.16.3.

3.3.2.18 System Alignment / Diagnostics / Test Equipment

To facilitate system alignment, optimization, troubleshooting, and repair of the communications system, a centralized diagnostic panel / rack shall be provided at the prime site. This rack shall include a switch panel that will enable or disable RF transmitters and other equipment operating in the system.

A patchable jack field shall be provided for all audio / data input and output lines of each major piece of equipment to facilitate monitoring, injecting test tones, and isolating interconnection circuits. The jacks shall include "normalled-through" contact arrangements, and shall be wired in this manner for most-often-used circuits. A sufficient quantity of patch cords shall be supplied.

As an alternative to the System Alignment/ Diagnostics/ Test Equipment operations and equipment listed in this specification, Proposer shall provide a description of the proposed system's alignment procedures, diagnostic capabilities, and the test equipment provided.

3.3.2.18.1 System Alignment / Optimization

Sufficient alignment control and test equipment shall be provided with the communications system to allow proper alignment and optimization of the trunked simulcast system. The equipment shall allow for injecting a test tone that is swept across the audio bandwidth of the communications equipment and sent to the transmitters under alignment. A test receiver shall be remotely located in the test area, and the received test audio shall be brought back to the central maintenance facility.

A storage oscilloscope shall be so connected so that the x-axis corresponds to the frequency of the test tone and the y-axis corresponds to either the amplitude of the returned audio or the relative phase of the returned audio and test tone. A method of permanently capturing the oscilloscope patterns shall be provided. This shall be by photographic or graphic printing methods.

Adjustments in audio level and audio phase delay for all trunked simulcast RF channels shall be made from the central maintenance facility.

Automatic simulcast realignment upon any microwave loop switch action shall be provided.

3.3.2.18.2 Alignment Test Equipment

The alignment and optimization equipment shall be permanently installed in a rack at the central maintenance facility. The equipment complement shall include all necessary equipment, software and hardware necessary to perform trunked simulcast system alignment and optimization.

3.3.2.18.3 Spare Parts Inventory

Proposer shall furnish with the response an itemized listing, with purchase costs, of spare parts, sub-assemblies, plug-in boards and components that should be kept in stock in order to maintain the communications system at a fully operational and functional level.

Proposer shall provide contract pricing for replacement parts ten (10) years beyond system acceptance.

3.3.3 Mobile Data System Requirements

Fulton County wishes to utilize approximately (150) P25 mobile radios in packet data mode for text applications. These computer communications include messaging, database query, dispatch, and warrants. Proposers are requested to propose all packet

data infrastructure elements to enable this capability. Proposers will state the slowest data bit rate that concurrent active mobile clients may experience on their system, and under what circumstances these rates may occur. Proposer shall quote either a replacement of or any required upgrade to the existing Motorola Premier Mobile Data Computer System including server and client software. The proposed system should support three (3) host application connections using IP over Ethernet.

3.3.4 Fire Station Alerting System Requirements

The Fire Station Alerting System will be supplied with a server/application for use by twenty-four (24) dispatch console positions. There shall be and fifteen (15) fire station units. The system shall be NFPA 1221 compliant. There shall be a graphical user interface that provides control and status of station units. The station units shall have a minimum of four (4) DPDT control relays and four (4) opto-isolated external status inputs. The station units shall include a response button that can be used for manual acknowledgements and a reset button.

3.3.5 Channelization

3.3.5.1 Radio Channels

The County has fourteen 800 MHz channels for trunked simulcast voice communications. Proposers must present a valid FCC 800 MHz design.

Proposer shall describe how their proposed system will operate on the public safety spectrum in the 700 MHz band to accommodate future channel expansion.

3.3.6 Radio Communications Coverage

The proposed 800 MHz communication systems shall utilize the nine existing sites and eight proposed sites to provide coverage of Fulton County. Successful Proposer shall provide both talk-out and talkback RF communication propagation predictions at 95% area reliability.

Successful Proposer shall provide equipment to meet coverage reliability.

Proof of coverage-performance compliance shall be determined through the coverage acceptance test plan. Should the Successful Proposer's system fail to meet the coverage reliability outlined in this specification, the Successful Proposer shall provide additional equipment to meet coverage reliability. Procurement and installation of additional equipment will be the Successful Proposer's responsibility.

3.3.6.1 System Parameters

The prime voice radio system design shall be a trunked simulcast system.

3.3.6.2 Unit Configuration

Subscriber radio units operating in this system shall be moving, parked or traveling on any street, road (paved or unpaved) or highway at any time within the coverage area. For mobile radios, vehicular antennas are to be center mounted on each vehicle roof, unless specifically noted elsewhere in this document for any particular vehicle or class of vehicles.

For the purposes of evaluating portable coverage, Proposer must consider that users will be equipped with whip antennas.

3.3.6.3 Propagation Signal Level and Reliability

In accordance with their coverage predictions submitted, Proposer shall be required to demonstrate the 95 percent coverage reliability predicted in their proposal as it covers Fulton County via the RF coverage acceptance plan.

3.3.6.4 Coverage Area Requirements

Portable radio RF coverage shall be based on the portable units in motion, up to 65 mph or stopped, operating on streets, roads and highways within the required coverage area.

Portable radio RF coverage shall be based on the portable units operating outdoors and while inside light and medium buildings. The losses associated with in-building coverage shall be light density (e.g., residential) type structures, and medium density (e.g., shopping centers, light commercial) type structures. Building clutter / foliage losses used in the calculations shall be Proposer's corporate standard using Land Use Land Clutter (LULC).

The County shall be divided into grids so that a statistically valid test can be performed.

3.3.6.5 Coverage Maps

Proposer shall include separate composite coverage maps in its responses for each of the following configurations:

- Portable talk out and talk back while the portable is operating outside.
- Portable talk out and talk back while the portable is operating inside an 8 dB (light) attenuation building.
- Portable talk out and talkback while the portable is operating inside a moving vehicle.

-
- Portable talk out and talkback while the portable is operating inside a 12 dB (medium) attenuation building.
 - Mobile talk out and talkback while the vehicle is traveling on local streets, roads and interstate highways.
 - Mobile data talk out and talk back maps depicting reliable data speed of 96 kbps.
 - FCC 40 dBu contours associated with the system design.
 - Any areas within the coverage contours shown on a map that are predicted to have a reliability of less than the reliability applicable to that map shall be clearly marked on the map.
 - A description of how Proposer calculated the coverage shall be included in the response. List the coverage model(s) used (for example – Okumura, Longley-Rice, etc.).

All operating parameters and factors pertaining to the coverage commitment for a specific map shall be shown for that map (preferably on the map).

The following minimum information shall be clearly defined for each map and each site:

- The base / repeater RF power output.
- The base / repeater antenna gain and directivity.
- The transmit ERP.
- The effective receiver sensitivity and BER threshold for the coverage contour.
- The base / repeater antenna height above ground, specifying the antenna height at the center point and the antenna's overall length.
- The base / repeater antenna height above average terrain.
- Base / repeater site elevation AMSL.
- The mobile and portable antenna type and gain or loss.
- The mobile and portable RF output power.

-
- The configuration of field units (for example – talk out to portable inside medium density buildings) and the environmental loss factors utilized.
 - Simulcast offset delay.
 - Foliage loss / standard deviation.
 - Building loss / standard deviation.
 - Moving factor.

3.3.6.6 RF Coverage Acceptance Criteria

3.3.6.6.1 General

The County's acceptance of the RF coverage portion of the system shall be based on successful passage of the RF Coverage Acceptance Test. A detailed RF Coverage Acceptance Test Plan (RFC-ATP) shall be included in Proposer's response. The RFC-ATP shall reflect the system proposed and include (at a minimum) the following items:

- A brief description of how the test shall be conducted.
- County manpower requirements.
- A list of mobiles and portables in the system to be supplied by the County for the actual data gathering.
- How long the test shall take (approximate time).
- An explanation of the methodology of data gathering.
- An explanation of how the results shall be tabulated and documented.
- An explanation of why the methodology of data gathering and presentation of the results to the County shall "prove" that the coverage reliability requirement of this document shall be met in general and in the defined special RF coverage areas.

The Successful Proposer's RFC-ATP shall incorporate the following minimum criteria:

- The County shall be divided into grid squares.
- All grids shall be tested.
- Both computer automated tests and audio quality tests shall be performed throughout the County demonstrating 95-percent coverage as proposed by Successful Proposer's coverage maps.
- Testing points shall be chosen by the County and, to the extent possible, should not cluster adjacent grid test points together.
- Successful completion of the test shall occur when 95 percent or more of all grids pass the audio test.
- A written test plan must be submitted and approved by the County prior to performing the test.
- No greater than four adjacent grids shall fail in any part of the County. An adjacent grid shall be defined as grids having common sides or apexes.

The tests shall be based on aforementioned portable-radio configurations. A calibrated mobile-radio-test setup shall be configured to simulate operations other than portable in vehicles. The calibrated test-radio configuration shall be verified by an independent means acceptable to the County both before and immediately following the tests. Test equipment shall remain in the possession of the County for the duration of the test.

3.3.6.6.2 Automated RF Testing

The test instrumentation used to record signal strength measurements shall provide a method of correlating the location and the signal level measurement, such as a GPS receiver. The test instrumentation shall be capable of operation in a vehicle for talk-out tests, and at the fixed equipment sites for talkback tests.

A test route shall be developed by Successful Proposer and approved by the County. Continuous data shall be recorded

throughout the test route. Transportation shall be provided by the County to any test locations not generally accessible by car. The testing procedures will only consider accessible grids. The test shall be statistically significant for the required reliability.

3.3.6.6.3 Voice Quality Tests

For each radio configuration, at least 95 percent of the test locations shall provide a voice quality rating of DAQ 3.4 or better for both talk-out and talkback messages.

The test evaluation team(s) shall be made up of two County representatives and one Successful Proposer representative. If the test messages meet or exceed the test criteria, as agreed by a majority of test evaluation team, the grid is considered to have passed. If the test messages do not meet the test criteria, as agreed by a majority of the test evaluation team, the grid failed.

Separate portable radio talk-out and talkback tests shall be conducted for selected buildings, outdoors and in moving vehicles. Mobile radios shall be configured to emulate the use of the dipole antenna configuration operating in light and medium buildings. The tests conducted using the modified mobile radios shall be performed either at a fixed location or in a moving environment at the County's discretion.

The County will provide test messages representing commonly used dispatch language for the fire, Emergency Medical Services (EMS) and law enforcement. Proposer and the County must mutually agree on the test messages. The test messages will be no longer than 10 seconds in length. Test messages will be drawn at random and read and evaluated. Once used, the test message will be discarded so as not to be used again.

DAQ	Table 3.3.6.6.3-1: Subjective Performance Description
1	Unusable. Speech present but unreadable.
2	Understandable with considerable effort. Frequent repetition due to noise / distortion.
3	Speech understandable with slight effort. Occasional repetition required due to noise / distortion.
3.4	Speech understandable with repetition only rarely required. Some noise / distortion.
4	Speech easily understood. Occasional noise /

	distortion.
4.5	Speech easily understood. Infrequent noise / distortion
5	Speech easily understood.

3.3.6.7 Coverage Performance

Successful Proposer shall guarantee RF coverage performance in accordance with the requirements in this Scope of Work, section 3.3. If the RF coverage performance of the system supplied by the Successful Proposer does not meet the requirements of the Scope of Work, the Successful Proposer shall modify or otherwise cause the system to meet the requirements of this document at no cost (direct or indirect) to the County.

Successful Proposer shall submit a plan to meet such requirements that is satisfactory to the County, in the County's sole discretion. This plan shall become an enforceable part of the written contractual agreement between the County and the successful Proposer.

3.4 RADIO EQUIPMENT REQUIREMENTS

3.4.1 General

This Scope of Work contains performance criteria and requirements upon which Proposer shall base its proposal for an 800 MHz P25 Phase 2 simulcast trunked radio communications network that shall support voice and data operations. It shall be the responsibility of Proposer to verify completeness of the material list, and the suitability of the devices to meet the total requirements of this Scope of Work.

For digital solution, base stations shall employ digital emission for public safety voice communications. A digital system is based on the use of radio equipment providing true digital emission without the use of an analog modulating subcarrier. Analog voice shall be converted to a digital form within the radio equipment using an IMBE voice coder (vocoder) device. A digital trunked radio system is specified to achieve consistent voice quality across the coverage area. Additionally, the County expects that the performance and quality of encrypted voice over the digital system will be identical to that of clear voice.

3.4.1.1 Equipment Layout

The location and position of all equipment shall be in accordance with good ergonomic engineering practices such that optimum functional efficiency will result. All equipment shall be arranged and installed in a coordinated fashion. Consideration shall be taken during the arrangement of equipment to ensure that each piece of equipment's intended function will not be impaired due to the influence of adjacent equipment or other environmental factors. Sufficient space and clearance shall be provided such that service and maintenance of each piece of equipment can readily be performed. Equipment layout diagrams shall be provided by Proposer and approved by the County, prior to installation.

3.4.1.2 Equipment Mounting

To maximize space utilization and facilitate equipment maintenance, Proposer shall install the fixed equipment in open 19-inch self-supporting racks. If the supplied equipment requires a cabinet for FCC certification, the equipment shall remain completely contained in a self-supporting indoor cabinet-style enclosure. Proposer is reminded to ensure that installation of all equipment is performed in accordance with local building codes.

3.4.2 Repeater Station

3.4.2.1 800 MHz Digital Trunked Repeater Station

This section defines the requirements for continuous-duty 800 MHz digital trunked repeater base stations for the digital operations.

- The station shall be equipped with full transmitter and receiver shielding.
- The station shall be microprocessor controlled so that frequencies, options and upgrades can be software programmed.
- The station must be capable of operating within an ambient temperature range of -30 to +60 degrees centigrade at a 90-percent relative humidity at 40 degrees centigrade.
- The repeater station shall be configured for operation within a simulcast radio system.
- The trunked repeater station and / or 800 MHz radio system shall be equipped with an automatic Morse Code identifier(s) and shall operate to meet FCC requirements during all modes of operation. The station identifier shall be programmable as to frequency and interval.

3.4.3 Antenna Multicoupling System

An antenna multicoupling system shall be provided at each RF site. The transmission line, combiners, multicouplers and accessories are specified herein. Proposer shall include with its response the antenna type, antenna heights (centerline AGL), antenna mount type, antenna side-arm type and length, and antenna orientations for all transmit and receive antennas.

3.4.3.1 Transmitter Combiners

Factory-tuned transmitter combiners shall be supplied for combining transmitters at each trunked simulcast RF site. Each combiner shall be field expandable utilizing a "building block" design.

3.4.3.2 Antennas

800 MHz antennas shall be supplied with mounting brackets, mast and all other suitable mounting hardware for mounting on a communications tower in accordance with EIA/TIA 222F standards. Base-station antennas shall be high-quality, long-life and suitable for public safety applications. The antennas shall be commensurate with coverage requirements. All brackets, masts, clamps and hardware shall be of hot-dipped galvanized steel or a quality-grade stainless steel.

3.4.3.3 Transmission Lines

All 800 MHz transmit lines should be Andrew Model, LDF5-50A, LDF6-50A, or LDF7-50A jacketed foam Heliax™ or equivalent as required to meet coverage requirements. All lines should be installed with appropriate surge suppressors, grounding kits, hoisting grips, cable hangers and connectors. Jumpers and connectors shall be provided to connect all RF infrastructure to antennas.

3.4.4 System / Site Controller

The system / site controller shall perform the control and signaling functions for the 800 MHz trunked communications system. It shall be capable of operating over a temperature range of +10 to +40 degrees Celsius, from a nominal 120-VAC, 60-Hz power supply. The unit shall be mounted in a freestanding 19-inch rack frame or self-contained equipment cabinet, and shall be provided in a fault-tolerant configuration with duplicate components, including a backup power supply. All peripheral equipment that provides self-diagnostics and alarms shall be included. If not located at the prime site with a generator, an uninterruptible power supply shall provide four hours of backup power in the event AC power is lost.

The system / site controller shall be a computer / processor with software specifically designed for the proposed trunked radio system.

3.4.5 800 MHz Trunked Network Manager

The network manager shall perform the management and user interface functions for the 800 MHz trunked communications system. The unit shall be mounted in a standard 19-inch rack frame or self-contained equipment cabinet. All peripheral equipment that provides self-diagnostics and alarms shall be included. An uninterruptible power supply shall provide four hours of backup power in the event AC power is lost.

3.4.6 Simulcast Equipment

As an alternate to the Simulcast Equipment listed in this specification, Proposer shall provide a description of their systems' simulcast operation as well as its' frequency/amplitude/phase control capability.

3.4.6.1 Simulcast Operation

To provide the required radio coverage, the communications system shall be configured with transmitter sites that shall operate in simulcast trunked and conventional modes. Simulcast specifically refers to the transmission of identical RF carrier signals from multiple, geographically separated sites at exactly the same time. This is especially important to ensure intelligible audio quality in overlap areas (areas where a field-unit radio is in range of more than one transmitter site).

This mode of operation requires highly specialized equipment to control transmitter frequency and synchronization throughout the simulcast system.

The trunking system communications paths via the digital microwave system shall be optimized for the most efficient use of the microwave channels. Simulcast-control equipment shall be located at the prime site.

3.4.6.2 Precision-Frequency Source

A precision-frequency source shall be redundant, and shall be provided at each simulcast site to stabilize frequency synthesizers in the 800 MHz trunked repeater stations, and to provide critical synchronization of simulcast transmission equipment. The primary precision-frequency source shall be an "off-the-air" GPS-frequency-locked-stable source, and the secondary precision-

frequency source shall be an “atomic” type, rubidium or other frequency-locked-stable source. The redundant-frequency sources shall be capable of maintaining the proper frequency stability and synchronization of the system upon failure / loss of the primary GPS reference signal. The redundant-frequency source must be capable of maintaining the simulcast system without degradation for a period of at least 96 hours. Proposer shall describe in detail the operation of the proposed frequency source and its redundancy capabilities, and justify the technical suitability of the source to meet simulcast system requirements during normal, abnormal or loss of GPS reference signal.

3.4.6.3 Amplitude and Phase-Delay Equalization Equipment

Amplitude and phase-delay equalization equipment shall be provided to minimize simulcast overlap distortion. Equipment shall be provided for each transmit channel, and shall have sufficient adjustment range to provide “over” and “under” adjustment of at least 10 percent of the range. The equipment may be an integral part of the microwave channel equipment, or it may be separate, standalone equipment mounted in separate equipment racks. The equipment must be installed in a way that affords ready access for servicing and adjustment. Amplitude and phase-delay equalization for all remote RF sites shall be capable of adjustment from one central location (prime site) without manual intervention at the remote sites.

3.4.6.4 Audio Distribution Equipment

Audio distribution equipment shall be provided as necessary to allow for proper distribution of audio signals to and from the multiple simulcast sites. The equipment shall be rack mounted in a way that affords ready access for servicing and adjustment.

3.4.7 Site Equipment

Successful Proposer shall include requested communication towers, shelters and equipment to accommodate infrastructure equipment at designated prime and proposed remote sites. It is the Successful Proposer’s responsibility to propose site layout, design and construction services for communications towers and shelters required to support their proposed system. If the County is able to find an existing tower structure instead of a planned new structure, Proposer will modify their proposal and/or contract appropriately.

Site design standards shall meet or exceed existing installation standards (i.e. Harris Site Grounding and Lightning Protection Guidelines AE/LZT 123 4618/1, Motorola R56 Standards and Guidelines for Communications Sites or equivalent). At a minimum, site

equipment at new tower sites shall include towers, foundations, buildings, fencing, gravel, grounding, utilities, generators, ice bridges, lightning protection and lighting.

Successful Proposer shall provide Fulton County a specific quote to bring existing sites up to the current industry installation standards required for Proposers' warranty.

3.4.7.1 Communications Towers

The structure should be designed to meet minimum wind speed as defined by EIA/TIA standards for the Fulton County area. Ice loading shall be considered at ½ inch. All fabricated tower members shall be "hot dip" galvanized after fabrication per ASTM Standard A123. Hardware shall be galvanized per ASTM Standard A153 and B695. Other types of zinc coating are not acceptable.

The tower shall include all foundations, hardware and lights to meet FCC and FAA requirements. The following additional materials shall be provided with the tower structure and incorporated into the tower design as required by EIA/TIA 222F: climbing ladder, safety device, transmission line support ladders, antenna mounts as well as grounding materials. Tower designs should be stamped by a professional engineer that is registered in the State of Georgia and who is qualified to design communication towers and foundations. The tower should accommodate the County's proposed equipment and up to three future co-located PCS or cellular providers. Successful Proposer shall describe the design parameters of the proposed towers.

3.4.7.2 Equipment Shelter

Shelters should be specifically designed to house RF communications equipment providing a secure environment for the proposed equipment. The shelters should have enough space to accommodate the proposed equipment for the County and include 50 percent more space for future expansion. Shelters shall meet or exceed all local and state regulations and national codes. The shelter shall have a flat roof. The shelter shall be constructed of concrete, steel or other material that would supply the same integrity (fire, bullet and vandal resistant). The shelter shall be rated for 100 mph wind and include a ten (10) year warranty. The foundation for the shelter shall meet or exceed manufacturer's specifications and shall set on 4 concrete piers at a minimum.

3.4.7.2.1 Exterior

The exterior finish of the shelter shall be a stone aggregate, color to be reviewed and approved by the County. There shall be a 3' door (1.5 hour fire rating and bullet resistant) that includes a deadbolt

lock and hydraulic closure. Near the door shall be a 100-W high-pressure sodium light with photocell. A concrete pad shall be supplied at the entrance to the shelter. The minimum size of the pad shall be 3' 6" x 3' 6".

3.4.7.2.2 Interior

The interior shall be insulated with a minimum R-11 rating. The interior walls shall have an FRP (fiberglass reinforced plastic) finish. The floor shall be tiled with 1/8" thick vinyl composite tile (gray preferred). There shall be cable ladders to provide a continuous path to the cable/waveguide feed-thru plate. A fire extinguisher and first aid kit shall be supplied and mounted to the wall. Standard ceiling lighting with a wall switch located by the door shall be supplied. A 2' x 4' telephone board, at a minimum, shall be supplied on the wall above where the telephone conduits enter the shelter.

3.4.7.2.3 Electrical

The shelter shall contain an electrical system suitable for servicing the current and the proposed equipment plus a 50 percent increase in load. A surge arrestor should be included. The electrical system shall be configured for the back-up UPS proposed by the Successful Proposer. There shall be (1) dedicated 20-amp breaker for each duplex outlet. The AC units, lighting and other electrical components for the shelter shall be on unprotected power. There shall be standard unprotected duplex outlets supplied on each wall. All electrical work shall conform to the most recent National Electric Code (NEC 2004 or later).

3.4.7.2.4 Entry Ports

Entry ports shall be provided for the following:

Waveguide/cable entry plate – The plate shall have 4" ports. It shall be located so as to allow the transmission lines to exit the building and continue along on the cable bridge to the antenna support structure.

Electric and telephone – There shall be floor openings supplied for the entrance of the electrical and telephone conduits.

Transmission-line surge protector ground cables – A non-conductive port shall be provided below the waveguide entry plate

to facilitate the lightning surge-protection ground wires to be connected to the external ground bar.

3.4.7.2.5 Grounding

Provide for a grounding system inside the shelter that complies with the NEC 2004 (or equivalent) specifications. This shall include a halo ground system. There shall be drops for the following points/equipment at a minimum:

- Cable ladders
- Telephone backboard (connected to punch blocks by others)
- Electrical panels
- Waveguide entry plate
- AC unit(s)
- UPS
- External ground ring

A ground bar shall be supplied on the exterior of the shelter and located under the waveguide entry plate.

3.4.7.2.6 Air Conditioning

Redundant air conditioners with lead/lag controller shall be provided. Wall air conditioners shall be provided to regulate the internal temperature of the building. They shall be located on one wall of the building. A heat/cool thermostat shall be provided to control the temperature in the shelter.

3.4.7.2.7 Alarms

The shelter shall be equipped (at a minimum) with a smoke alarm, low-temperature alarm, high-temperature alarm and door-open alarm. These alarms shall terminate on a panel near or on the telephone backboard. When an alarm is triggered, it shall provide a form C dry closure.

3.4.7.3 Power Backup

Successful Proposer shall include generators and fuel tanks at each site that are capable of maintaining power to the site for 72 hours upon commercial power failure. In addition, redundant site Uninterruptible Power Supplies (UPS) shall be

provided that can maintain the operation of the site at full load for 30 minutes until the generator comes on line. The UPS should be auto-switch type with make-before-break switching.

3.4.8 Equipment Surge Protection Devices

3.4.8.1 Control and Power Line Surge Devices

All communications equipment shall be furnished with non-load-bearing (voltage sensitive) power line and control line (if leased of outside lines) transient and surge protection devices. All low voltage wires and any lines that connect to any RF equipment must have Ferrite beads. In addition, all telephone lines must have surge protection and spark-gap connectors. All T1's not in the microwave system shall have T1 surge protection.

3.4.8.2 Coaxial Transmission Line Surge Devices

Coaxial surge protection equipment for all Proposer-furnished coaxial transmission lines entering the equipment building shall be supplied. The protectors shall incorporate bulkhead mounting, and shall be PolyPhaser Corporation series or equivalent.

3.4.9 Balance of 800 MHz Product Line Discount

Successful Proposer shall provide a Balance of Product Line discount for other products that are compatible with the proposed 800 MHz system.

For evaluation purposes, the discount levels shall be categorized as follows:

- Base stations, including firmware upgrades, options and accessories.
- Base-station antennas and transmission-line products.
- Microwave radios, multiplex, including options and accessories.
- Microwave antennas, waveguide, including options and accessories.
- Stationary storage batteries and chargers, including options and accessories.
- Network and system management software and hardware, including options and accessories.
- Test equipment, tools, software and programming devices.

The discount levels shall remain in effect for one year beyond system acceptance. Increases or decreases made in subsequent years shall be at the same percentage rate

as Proposer's GSA contract changes in effect for that year, for a total period of five years beyond system acceptance.

Fulton County and its' municipalities will have the option of purchasing items from Proposer at these rates.

3.4.10 Logging Recorder Output

Successful Proposer shall provide equipment to connect digital trunked and conventional resources to Fulton County's logging recorder. The communication system shall be provided with logging recorder audio outputs for monitoring dispatcher / radio traffic on a conventional radio-channel / trunked-user-group basis and on an operator-position basis. Channel / user group audio shall consist of transmit and receive audio for a particular radio channel / user group irrespective of selected channel status. Operator position audio shall consist of the operator's transmit audio and selected receive audio. The recorded audio outputs shall be free of any control and function tone signals. A minimum of 60 trunked user group audio outputs shall be provided. Proposer shall propose optional incremental expansion of recorder audio outputs. Proposer shall be responsible for this interface connection. Equipment must be compatible with NICE WorldNet logging recorders.

3.4.11 Digital Microwave Network

The requirements stated herein represent a functional specification for a new digital microwave communications network to support the following:

- The upgrade of the 800 MHz trunked simulcast radio system as specified herein.
- System maintenance circuits.
- The existing microwave network will remain in place for two to three years, to accommodate the County's 800 MHz analog to digital system transition.

Successful Proposer is required to design the digital microwave system with sufficient capacity to accommodate the requirements of the aforementioned communications systems. Any new microwave system, required to support the migration to a new 800 MHz system, should have the capacity to accommodate a minimum of fifty percent 800 MHz RF system growth beyond the stated requirements. Successful Proposer shall be responsible for delivery of the microwave system and installation, optimization, and performance verification of the complete network. Wherever feasible, a loop design is preferred. System shall utilize existing and proposed microwave sites.

3.4.11.1 Microwave Network Configuration

Successful Proposer shall propose a cost-effective digital microwave system maximizing network reliability and availability. Digital facilities provide stable, reliable and predictable transmission routes that greatly simplify simulcast optimization and maintenance. Monitored hot standby radios shall be required for spur or non-loop paths. A space-diversity-type system shall be provided.

3.4.11.2 Frequencies

The RF paths determined for the digital microwave network shall utilize Federal Communications Commission (FCC) Part 94 frequencies assigned for full-period service. Frequencies in the 6 GHz or 10 GHz band are preferred to be utilized in the design of the digital microwave paths. To the greatest extent possible, consideration shall be given to minimizing differences in product lines and types.

Applications for frequency coordination and FCC licensing for the microwave radio paths shall be prepared and filed by Proposer. The results of the required frequency engineering analysis and the applications for FCC authorization shall be transmitted to the County for review prior to filing with the FCC. Proposer shall be responsible for the cost of microwave frequency coordination.

3.4.11.3 Performance Objectives

The digital microwave paths shall be designed for an annual one-way, per-path availability of 99.999 percent for 10^{-6} BER.

3.4.11.4 Service Channel

Order-wire communications shall be designed into the microwave network for all stations. Digital service channel equipment shall provide for party line telephone and data communications service at each site, and shall include the required voice-and-data bridging networks, switches and circuits. Communications shall occur on a party-line basis.

3.4.11.5 Network Monitoring and Control System

A microwave-integrated network fault-management-and-control system shall be provided to efficiently manage the operation of the entire radio / microwave network. The client / server-based system shall provide management of network components from a single workstation.

3.5 EQUIPMENT INSTALLATION REQUIREMENTS

3.5.1 General

Throughout the entire project the Successful Proposer shall designate a local project manager (PM) who has responsibility for delivering the project on schedule and within scope. The PM will be dedicated to the project and will work directly with the County's project manager.

The equipment installation required by this Scope of Work includes the following described items, as well as other attachments, hardware, software and procedures as may be required to ensure a completed installation that is in accordance with the standards of good engineering practice, all federal, state, and local regulations and codes, and all building codes and ordinances in effect at the sites delineated in this Scope of Work.

Specific installation practices set forth herein shall be followed unless the Successful Proposer feels they are not the best available practices or do not conform to code, in which case Proposer shall so state this in the written response.

Successful Proposer shall install the equipment and connect the units to commercial / emergency AC power and uninterruptible power sources. All wiring is to be installed in appropriate conduit.

Proposal prices shall include installation hardware, brackets, braces, fasteners of all kinds, wiring, ancillary devices, and procedures and services required to install and / or interface components to provide a complete operating system, which fulfills the requirements of this Scope of Work.

Successful Proposer is required to adhere to FCC rules in all matters pertaining to the work.

The installation work shall be approved by the County prior to commencement of a particular phase of work on a site-by-site basis. Successful Proposer shall provide descriptions and layout drawings showing the proposed installations at each site at least 30 days prior to beginning work at the site. No work shall commence without written approval from the County.

Rack mounting shall be accomplished by a combination of floor and top mounting. Successful Proposer shall propose the recommended method and provide an option for any other recommended method. The County shall select the preferred method prior to contract award. Standard rack height shall be 84 inches in height.

Successful Proposer shall be responsible for delivering, storing, placing, handling and

disposition of materials. All aspects of the installation shall be planned and executed in a professional manner.

Access to the sites shall require prior coordination with the Fulton County project manager.

3.5.1.1 System Staging

Successful Proposer shall stage all fixed equipment. The equipment for each site shall be made operational and shall be factory tested prior to installation in the field. The County, at its option, shall supply representatives to witness the staging and testing of the equipment. All equipment must be functional within the staged system prior to delivery acceptance.

3.5.2 Cutover Plan

Successful Proposer is to describe a cutover plan in the response. This plan shall include a chronological chart (Gantt-type format) with the tasks to be accomplished and the time for achievement of each task shown. A smooth operational transition from the existing systems to the new trunked radio system, new high performance data system and digital microwave system is the goal.

The existing communications systems shall remain operational during the cutover phase. Successful Proposer shall provide a phased implementation plan that will ensure that no current dispatch function is negatively impacted or impaired during system cutover to the new communications system.

3.5.3 Grounding

All equipment that can be electrically grounded without impairing performance shall be grounded. This shall include all metal conduit trays, racks, chassis, shelves, antennas and transmission lines in accordance with this Scope of Work.

All grounding shall be done in accordance with the National Electric Code and the National Electric Safety Code.

3.5.4 Radio System Installation

3.5.4.1 Main Distribution Frame

Successful Proposer shall supply and mount a Main Distribution Frame (MDF) for interconnection of all audio, control, microwave and telephone circuits. The MDF

shall consist of a plywood backboard, painted with flame retardant paint and mounted in each equipment room at each site, space permitting. Otherwise, the MDF may be rack-mounted or frame-mounted, but cable lengths must be adequate to permit wall mounting in the future, should space become available. Industry Type 110 connecting blocks, or equivalent, shall be mounted on the board, rack or frame to facilitate interconnection of equipment. All connecting blocks shall be appropriately labeled for each circuit connected.

3.5.4.2 Repeater Stations

The repeater stations shall be placed to provide reasonable access for servicing and maintenance, to ensure proper cooling, and to facilitate installation and servicing requirements.

3.5.5 Microwave System Installation

3.5.5.1 General

The microwave system installation shall include all of the equipment formally specified for the new digital microwave system, plus all other hardware, appliances and procedures required for a complete operating system. The microwave installation requirements shall be in addition to the other applicable requirements stated herein.

3.5.5.2 Equipment Installation

The microwave-radio equipment shall be installed in accordance with the technical parameters of the County's FCC license authorizations and all applicable requirements of Part 94 of FCC Rules and Regulations.

Successful Proposer shall furnish and install the necessary wiring, cabling and conduits necessary for connection of the microwave station equipment to AC and DC power and ground. Equipment racks shall be firmly bolted in place.

Successful Proposer shall align and optimize all electronic equipment.

3.5.6 Installation Coordination

Successful Proposer shall carefully coordinate all phases of the work with the County to minimize equipment downtime. The coordination efforts shall be between Proposer, the subcontractor, the County, the existing equipment maintenance shop and the telephone company. Conflict resolution shall be at the sole discretion of the County.

3.5.7 Existing Equipment Integration

Proposer shall be responsible for integrating all County-supplied equipment, including recording equipment, CAD hardware, etc., to provide a completely functional voice and data communications system.

3.6 PERFORMANCE VERIFICATION

3.6.1 General

System performance shall be verified in four phases:

Phase I. Technical Specification Compliance.

Phase II Equipment Function Operational Compliance.

Phase III. RF Coverage Compliance.

Phase IV. System Performance Period Compliance.

Phases I and II shall be satisfactorily complete before Phase III begins. Phase III shall be satisfactorily completed before Phase IV begins.

Successful Proposer shall provide all necessary technical personnel and test equipment to conduct the tests. Proposer shall coordinate with the County as to scheduling of the tests, and provide at least three weeks' notice prior to performing the tests.

It is recognized that a variety of testing procedures and equipment may be utilized to verify a particular specification in Phases I and II. Therefore, Successful Proposer shall be afforded latitude in Phases I and II provided the methods proposed are per the EIA / TIA testing methods, the manufacturer's testing procedures and acceptable to the County. All test results shall be recorded in a standardized format to be determined by the Successful Proposer. Each data sheet shall be signed by the Proposer and the County's representative. The format to be used for recording of test program data shall be submitted to the County for approval 30 days prior to testing.

3.6.2 System Acceptance Test Plan

A System Acceptance Test Plan (SATP) shall be submitted with the response for both the voice and data systems. These plans shall form the basis for a mutually-agreed-upon SATP between the County and Proposer for each technology.

Factory Acceptance Test (FAT) plans are not acceptable submittals. The SATP shall, as closely as possible, resemble the "real life" application of the equipment and shall

include, but not be limited to:

Phase I: Technical Specification Compliance:

- Fixed-end equipment.
- Field equipment.

Phase II: Equipment Function Operational Compliance:

- Trunked radio system.
- Consoles / control stations.
- Field equipment.

Phase III: RF Coverage Compliance:

In addition to Successful Proposer-provided equipment, all existing County equipment to be modified and / or relocated shall be tested or demonstrated to be fully functional, both before and after modification and / or relocation.

Phase IV: System Performance Period Compliance.

3.6.3 Radio System

3.6.3.1 Phase I – Technical Specification Compliance

Following equipment installation, the following minimum tests shall be performed for each piece of equipment (including any modified and / or relocated existing equipment). Any equipment not meeting the requirements of this Scope of Work shall be repaired or replaced by Proposer without additional cost to the County. These tests shall be:

Base stations:

- Transmit frequency.
- Transmitter deviation normal speech, signaling and maximum.
- Forward and reflected power at transmitter output.
- Forward and reflected power at transmitter combiner output.
- Insertion loss of transmitter combiner.
- Receiver frequency.
- Receiver 12 dB SINAD sensitivity.
- Receiver multicoupler and tower-top amplifier gain / loss.

Antenna and transmission line tests:

All antennas and transmission lines shall be tested from the interior of the equipment buildings using Time Domain Reflectometry (TDR), and a TDR unit capable of producing a hard copy of the results. This method of measurement shall indicate any impedance discontinuities in the transmission line / antenna system. Additionally, swept return loss / VSWR measurements shall be made over the operating band of the antenna system using a Wiltron Site Master network analyzer at the input connector of the transmission line.

Successful Proposer shall provide suitable documentation of the test results. A printed copy of the results shall be provided to the County.

3.6.3.2 Phase II – Equipment Operational Functional Compliance

All equipment functions shall be demonstrated for all equipment specified in this document.

3.6.4 Phase III – RF Coverage Compliance Tests

Coverage tests shall be performed as specified in **Section 3.3.6**.

3.6.5 30-Day System Performance Period

At the successful completion of the system / equipment tests and the RF coverage tests, and after the required system loading is attained, Successful Proposer shall complete a consecutive, 30-day system performance period without a major failure.

3.6.6 Final System Acceptance

At the successful completion of all tests delineated in this section, and the successful completion of the 30-day system performance period, the systems will be accepted, upon which, the County shall provide Proposer-written confirmation that Final System Acceptance has been achieved. The warranty period shall commence upon the County's written confirmation of Final System Acceptance.

3.6.7 Project Schedule

Successful Proposer shall maintain a project schedule for the duration of the project. If the schedule requires revision due to any delays, the schedule revision shall be presented to the County for approval. Project meetings shall be held at a Fulton County facility at least bi-weekly to update project schedules and discuss project issues.

3.7 TRAINING

A detailed plan for all training must be supplied by Successful Proposer and approved by the County and cities at least 60 days prior to the communications system installation.

3.7.1 Voice System Dispatcher and Field Radio Users Training

Concurrent with the installation and prior to the performance period of the communications systems, Proposer shall provide on-site orientation and training for the County's dispatch and field radio personnel as to all aspects of the operation and functioning of the new communications systems. Personnel shall be trained in all available routine features and functions, as well as in the following areas:

- The configuration of the new system and its operational modes as well as differences between the new system and the existing system.
- Operational theory of control consoles, base repeater, voting system, RF control stations, mobile and portable equipment as well as trunking, conventional and failure modes of operation.
- Hands-on familiarization with all communications control functions and equipment.
- System manager terminals and report generation.

The County and cities reserve the right to videotape all training at its expense to provide a permanent training record and system operations record. Successful Proposer shall provide all training materials and supplies. A copy of any and all training material shall become the property of the County and cities. The training sessions shall be scheduled at times and locations designated by the County and cities. The training may be required on a 24-hour basis without extra cost to the County and cities.

The County and cities will provide space where training can be conducted. Live equipment is to be used in a "hands-on" environment. All supporting equipment shall be supplied by Successful Proposer.

Successful Proposer shall specify the amount of classroom and hands-on training that will be required to train approximately (3500) County and city personnel in their proposal. Successful Proposer shall specify the time required to train the County's personnel within a time frame commensurate with system implementation.

Successful Proposer shall specify the number of training sessions required. Each class size shall be limited to a maximum of 25 personnel. This information shall be supplied with the training plan and must be approved by the County and cities.

3.8 TECHNOLOGY REFRESH, MAINTENANCE AND WARRANTY

As part of their proposal, the Successful Proposer shall offer both hardware and software refresh services, providing a description of refresh programs and schedules to ensure upgrades are timely and relevant.

Successful Proposer shall offer at least a one (1) year warranty on all systems and components. This warranty shall include parts and labor. Also, as part of their proposal, the Successful Proposer shall provide all maintenance services, including parts and labor for one (1) year. In addition, the Successful Proposer will give an optional proposal to provide maintenance services, including parts and labor, for years two (2) through ten (10).

3.8.1 Warranty Period Maintenance

3.8.1.1 General

The warranty and maintenance period shall begin on the date of final system acceptance. Successful Proposer shall provide the necessary labor, parts, supplies, procedures, transportation, test equipment and facilities to maintain the new Successful Proposer-provided equipment, firmware and software to the level of factory performance and within requirements contained herein within the warranty period. The maintenance shall cover preventive maintenance, repair due to normal usage and emergency maintenance.

3.8.1.2 Warranty Maintenance Contract Term

All maintenance services shall be provided as part of the communications system, without additional charge to the County, for the warranty period of at least twelve (12) months following the date of final system acceptance.

3.8.1.3 Warranty Maintenance Personnel

Successful Proposer shall provide competent, experienced and highly qualified personnel acceptable to the County to execute required maintenance tasks during the warranty period. All maintenance personnel shall be trained and experienced in standard communications industry practices. Personnel who perform maintenance on the system shall have completed all required manufacturer-approved training for that equipment. Said training, or appropriate refresher courses, shall have been completed within the previous year, and evidence thereof shall be provided to the County.

3.8.1.4 Warranty Maintenance Response Time

Successful Proposer shall provide replacement parts and materials and qualified personnel to service the fixed equipment at the site of work within two hours after notification of equipment failure. Fixed equipment shall not be out of service in excess of 8 hours after notification of equipment failure. Non-fixed equipment (mobile and portable radios, etc.) shall be picked up locally by the Successful Proposer at locations designated by the County and delivered back to the point of pick-up once repaired. Eighty percent of the time, non-fixed equipment repair periods shall meet a three-day turn-around period. The 80 percent shall be calculated monthly. For each month that the Successful Proposer does not meet the 80 percent requirement the warranty period shall be extended one month.

The warranty period maintenance shall be on a working-hour basis as follows:

Fixed Equipment	Twenty-four hours per day, seven days per week.
Non-fixed Equipment	Nine hours per day, five days per (i.e., mobile, portable, etc.) week (0821 hrs to 1700 hrs).

3.8.1.5 Availability of Replacement Parts

Successful Proposer shall certify that a stock of replacement parts for each item included in the equipment response is maintained and that the Successful Proposer is capable of replacing such parts, assemblies, modules and devices for each item of equipment included in the purchase, as well as updating all appropriate software. Successful Proposer shall also certify that a stock of replacement parts for each critical component to be supplied as part of the communication system shall be immediately available at all times during the initial warranty period. These parts shall be either in the Successful Proposer's stock and available for timely transfer to the communications system site to meet maintenance criteria, or stored at the sites. In addition, the Successful Proposer shall certify that all replacement parts shall remain available to the County for a period of five years following final system acceptance. Prior to final system acceptance, the Successful Proposer shall provide the County with detailed component lists and item cost of all replacement parts for the communications system at each location, including catalog numbers and sources of supply.

3.8.1.6 System Warranty Maintenance Test Equipment

Successful Proposer's service shop shall provide all test equipment and parts

required to support the County's maintenance requirements.

3.9 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 – Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work.
3. Proposers must provide a project plan in their proposal which meets the minimum milestones or is otherwise realistic in addressing the functional two-phase requirements for implementation of the new APCO P25 radio and dispatch communication system. The project will occur in two (2) phases:

Phase 1: Upgrade and cutover of the existing nine site infrastructure to P25

Phase 2: Cutover of P25 infrastructure at eight new sites and final acceptance

	Minimum Milestones
Completion Month	Phase 1 Completion Deliverable
0	Contract Executed
1	Design Review

6	Equipment Manufacturing
7	Staging
9	Existing Site Modifications
10	Infrastructure Installation
10	Subscriber Upgrades
10	Console Upgrades
11	Training
11	Testing and Optimization
12	Cutover
12	Phase 1 Acceptance
Completion Month	Phase 2 Completion Deliverable
18	New site Construction Completed
20	Infrastructure Installation
21	Testing, Optimization
22	Cutover
24	Final System Acceptance

NOTE: The size and scope of this project is subject to design changes if the county enters into partnerships with other radio system owners. Such partnerships would result in scope changes and affect the deliverables and minimum milestones as listed.

4. The plan must prevent disruption of communication on the existing analog simulcast radio network and provide a smooth transition to the new Project-25 digital network.
5. It must address the sequence of events for the installation of the new network showing any effect the different stages of installation may have on the existing systems.
6. Any relocation or modification to existing equipment must also be addressed.
7. 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.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

-
1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
 2. All proposed key personnel must have at least a minimum of three (3) years of work experience in APCO P25 800 MHz Simulcast Radio Systems.
 3. The Project Manager must have a minimum of five (5) years of experience in managing APCO P25 800 MHz Simulcast Radio System projects.
 4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Work Experience
 - Include two (2) references for each key personnel member on similar projects.

Section 4 – Relevant Project Experience/Past Performance

Identify three (3) projects where the Proposer has installed an APCO P25 Phase 2 TDMA 800 MHz Simulcast Radio System. Limit your response to one (1) page per project; please provide the following information for each project:

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

Section 5 – Proposer Financial Information

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

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

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

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

Section 6 – Availability of Key Personnel

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

Section 7- Local Preference

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

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

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

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

The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
- Copy of a lease or rental agreement, or;

-
- Proof of ownership interest in a location within the geographical boundaries of Fulton County.
2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

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

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

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

Section 8 – Service Disabled Veterans Preference

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which are owned and controlled by one or more individuals who are at least thirty percent (30%) disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs, and is located within the geographic boundaries of Fulton County. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.

In order to receive the SDVBE Preference points of five (5) points the Proposer must submit a copy of their certification letter from the Office of Contract Compliance and certify under oath that it is eligible to receive the SDVBE preference points by signing and submitting Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP.

Section 9 – Disclosure Form and Questionnaire

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

Section 10 – Cost

The respondent with the lowest total cost will receive the full 15 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 15 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***

3.10 COST PROPOSAL FORMAT AND CONTENT

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

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided in Exhibit 2 of this RFP.

**SECTION 4
EVALUATION CRITERIA**

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Project Plan/Approach to Work	20%
Qualifications of Key Personnel	10%
Relevant Project Experience/ Past performance	25%
Financial Responsibility	5%
Availability of Key Personnel	10%
Local Preference	5%
Service Disabled Veterans Preference	5%
Disclosure Form and Questionnaire	5%
Cost Proposal	15%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

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

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

Form I: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Certification Regarding Debarment

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

Non-Collusion Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form B**, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

Certificate of Acceptance of Request for Proposal Requirements

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

Disclosure Form and Questionnaire

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form D**, which requests disclosure of business and litigation.

Georgia Security and Immigration Contractor Affidavit and Agreement

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

Georgia Security and Immigration Subcontractor Affidavit

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

Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit **Form G** and attach a copy of their license for the work they will perform on this project.

Local Preference Affidavit of Bidder/Offeror

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

Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form I**, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise ("SVDBE") by the County's Office of Contract Compliance.

FORM A: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

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

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said 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.

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

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

Instructions:

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

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

Instructions:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: 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 Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

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

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

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

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

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

Notary Public: _____

County: _____

Commission Expires: _____

STATE OF GEORGIA

COUNTY OF FULTON

FORM I: **SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT**
OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-361, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more individuals who are at least thirty percent (30%) disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs, and that the businesses is located within the geographic boundaries of Fulton County.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-361(e), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

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

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

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

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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

Implementation of Equal Employment Opportunity (EEO) Policy

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

Monitoring of EEO Policy

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

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

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

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

-
1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
 2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

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

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

6.3 DETERMINATION OF GOOD FAITH EFFORTS

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

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

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

6.4 REQUIRED FORMS AND EBO PLAN

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

-
- Exhibit A – Promise of Non-Discrimination
 - Exhibit B – Employment Report
 - Exhibit C – Schedule of Intended Subcontractor Utilization
 - Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
 - Exhibit E – Declaration Regarding Subcontractors Practices
 - Exhibit F – Joint Venture Disclosure Affidavit
 - Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
 - Exhibit H – First Source Jobs Program Information, Form 2

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

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

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

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

FIRMS'S NAME
 ADDRESS
 TELEPHONE

This completed form is for (Check only one):
 Submitted by: _____

Bidder/Proposer

Subcontractor

Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

1) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

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

firm or the joint venture: _____

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

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

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

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

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

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

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

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

PURPOSE:

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

MONITORING POLICY:

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

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

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

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

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

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

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

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

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

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

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

**THE INSURANCE AND RISK MANAGEMENT PROVISIONS WILL BE ISSUED
BY ADDENDUM**

**SECTION 8
PROFESSIONAL SERVICES SAMPLE CONTRACT**

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P

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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

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
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- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES

APPENDIX 1:	<u>POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS</u>
APPENDIX 2:	<u>APPLICATION FORMS</u> (Example)
APPENDIX 3:	<u>PROCEDURES</u> (Example)

CONTRACT AGREEMENT

Consultant: *[Insert Consultant Name]*
Contract No.: *[Insert Project Number and Title]*
Address: *[Insert Consultant Address]*
City, State
Telephone: *[Insert Consultant telephone #]*
Email: *[Insert Consultant Email]*
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]**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

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: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms
- XI. Appendix 1: Policy 800-6, Procedure for Handling Change Orders

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 WORK**

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 Work.

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 Work, 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, specified in Appendix 1.

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] Make sure the contract term matches the contract term in the solicitation document exactly.

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 work/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 sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants 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 **[insert user department name]**. 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. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the **[department]** 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 Work 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.

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

ARTICLE 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 CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant 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

Consultant hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, 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 Consultant, its directors, officers, employees, sub-consultants, 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.

Consultant 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.

Consultant further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, 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 Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the **[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 sub-consultant 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 County. 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 County, 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. 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 eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, 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:

Email:

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

With a copy to:

Department of Purchasing & Contract Compliance

Director

130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: cecil.moore@fultoncountyga.gov

Attention: Cecil S. Moore

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Email:

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

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 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 sub-consultant, 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:

Email:

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 work/ services billed for shall accompany each invoice.]

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

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

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability

to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

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

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. 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 44. WAGE CLAUSE

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



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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

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

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary
(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

ADDENDA

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EXHIBIT A
GENERAL CONDITIONS

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EXHIBIT B
SPECIAL CONDITIONS

EXHIBIT C

SCOPE OF WORK

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EXHIBIT D

PROJECT DELIVERABLES

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EXHIBIT E
COMPENSATION

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EXHIBIT F
PURCHASING FORMS

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

**A
E**

EXHIBIT H

**INSURANCE AND RISK
MANAGEMENT FORMS**

APPENDIX 1

POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS

**SECTION 9
EXHIBITS**

EXHIBIT 1

Request to Proposal (RFP) Submittal Check List for

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

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

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

EXHIBIT 1

Request to Proposal (RFP) Submittal Check List for

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

EXHIBIT 2

A. Each Proposer is required to submit a cost proposal for the items listed below.

ITEM	EQUIPMENT	PER UNIT PRICE	TOTAL COST
1	One APCO P25 Phase 2 compliant digital trunked 800MHz, 14 channel, 17-site simulcast system including prime and remote site equipment, and all antenna systems. (Five 800 MHz sites are new equipment buildings and twelve sites are existing).		
2	One IP based microwave transport system to provide backhaul for the radio system to the Prime site in a loop configuration, and connectivity to the Superior Court site for landline interconnect to the 911 dispatch consoles.		
3	One (1) 400' self-support communications tower located at the Milton site. This tower site should have all of the capabilities and capacity as existing self-support towers at Fulton County trunking sites.		
4	Two (2) 400' guyed communications towers located at the following sites: Prime, and Southwest. This tower site should have all of the capabilities and capacity as guyed towers at Fulton County trunking sites.		
5	One (1) 300' self-support communications tower located at the East Roswell Park site. This tower site should have all of the capabilities and capacity as existing self-support towers at Fulton County trunking sites.		

EXHIBIT 2

ITEM	EQUIPMENT	PER UNIT PRICE	TOTAL COST
6	Alarm-and-control equipment for trunked and microwave sites.		
7	Fourteen (14) Diesel Generators and associated components located at trunking sites except hi-rise building sites.		
8	Fifteen (15) UPS systems. (Eleven existing site replacements, four planned proposed sites)		
9	Twelve (12) redundant wall mounted HVAC systems and associated components. (Eight existing site replacements, four planned proposed sites).		
10	A network management system.		
11	Logging Recorder Interface.		
12	Fire Station Alerting System with server located at the 911 Communications Center and alerting at Forty-two (42) fire stations.		
13	All packet data infrastructure elements needed to enable text computer communications using P25 mobile clients. Proposer shall quote either a replacement of or any required upgrade to the existing Motorola Premier Mobile Data Computer System including server and client software.		
14	<p>P25 programming of existing radios consisting of the following models and quantities:</p> <ul style="list-style-type: none"> o Motorola XTS Series Portables: 5628 o Motorola XTL Series Mobiles: 3401 o Motorola APX Series Portables: 200 o Motorola XTL Series Control Stations: 131 		

EXHIBIT 2

ITEM	EQUIPMENT	PER UNIT PRICE	TOTAL COST
15	Proposer shall quote the additional cost, if any, to provide in- building portable coverage throughout the Fulton County Jail.		
16	Proposer shall quote the additional cost, if any, to provide in-building portable coverage throughout the Fulton County Courts Complex.		
17	Proposer shall quote as an option, the cost to replace twenty-four (24) Motorola Centracom Gold Elite 911 dispatch consoles.		
18	Proposer shall quote as an option, the cost to provide and install one in-building bi-directional amplifier system with a coverage radius of 150'.		
19	Recommended spare parts.		
20	Technology Refresh, Maintenance & Warranty for years 2 through 10.		
21	Buyback credit for the County's existing equipment		

*Equipment Cost (Items 1 – 23)	\$
System Design and Implementation	\$
Training	\$
Licensing Fees	\$
TOTAL COSTS	\$

*The equipment requested above represents the best estimates currently available. The County reserves the right to modify quantity requirements. The Proposer agrees to sell the County the revised quantity of items at the unit price as stated in the RFP regardless of quantity changes.

The County reserves the right to select specific items from a proposal without selecting all items. Fulton County is not obligated to make a purchase from this RFP.

Support and Maintenance Costs per year	\$
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B. Alternate Solution Cost Proposal

Proposer's may submit an alternate solution cost proposal to propose an equipment and radio communications solution that has features and functions that will support the County requirements differently, or has varying aspects that will help the County. If you are submitting an alternate cost proposal, you must complete the Minimum Qualifications Response Form for the Alternate Solution. The cost proposal response must be submitted in a separate sealed envelope marked "Alternative Solution Cost Proposal".

*Equipment Cost (provide an itemized Equipment List with per unit and total cost)	\$
System Design and Implementation	\$
Training	\$
Licensing Fees	\$
TOTAL COSTS	\$
Support and Maintenance Costs per year	\$

Minimum Qualifications Response Form

Minimum Qualification Response Form

Question	Value	Answer
1. Do you have an 800 MHz APCO P25 Phase 2 TDMA system that has been ACCEPTED by a public safety entity and has been in operation for at least 12 months? If yes, provide details (date of award, date installation began, date installation complete, date accepted)	15	YES / NO (Circle One) DETAILS:
2. Do you have a local repair facility within 25 miles of Fulton County, GA that has been operational for at least 3 years? If yes, provide address.	15	YES / NO (Circle One) ADDRESS:
3. Do you have an APCO P25 Phase 2 TDMA system that is compatible with Motorola APX subscriber radios without the use of a gateway and without the loss of features?	5	YES / NO (Circle One) DETAILS:
4. Do you have an APCO P25 Phase 2 system that is backward compatible to Phase 1 mode on a selected channel basis, to operate with Motorola APX, XTL and XTS Phase 1 subscriber radios without the use of a gateway and without the loss of features?	20	YES / NO (Circle One) DETAILS:
5. Do you have an APCO P25 TDMA system that will work with Motorola Gold Elite Consoles without loss of features on the consoles (i.e., wireline console priority)? Describe	15	YES / NO (Circle One) DESCRIBE:
6. Do you have an APCO P25 TDMA or FDMA system that will allow Fulton to remotely disable or enable their APX, XTL or XTS subscriber radios?	10	YES / NO (Circle One) DETAILS:
7. Do you have an APCO P25 TDMA or FDMA system that will allow Fulton to over-the-air-program an APX, XTL or XTS subscriber radio?	5	YES / NO (Circle One) DETAILS:
8. Do you have a project reference where you have upgraded a Motorola 800 MHz trunked smartnet system with Gold Elite Consoles comprised of more than eight sites from analog to digital where your scope was completed in less than 12 months?	5	YES / NO (Circle One) DETAILS:
9. What is the site and channel count of the largest 800 MHz linear simulcast system you have deployed? Proposed?	5	SITES DEPLOYED/PROPOSED: CHANNELS DEPLOYED/PROPOSED:
10. Do you have an 800 MHz APCO P25 TDMA system that will allow for FDMA or TDMA operations on a real-time basis, without partitioning channels?	5	YES / NO (Circle One) DETAILS:
TOTAL	100	

**Fulton County ,
800 MHz Radio System
Request for Proposal
Functional / Technical Requirements**

Instructions:

Please go through each tab on this worksheet and fill in the columns entitled "Answer" and "Comments."
In the "Answer" column, you will need to select from one of three choices provided in the drop-down box:

1. Yes, included
2. Yes, with Customization
3. Not offered

In the "Comments" column, you will have the opportunity to clarify or explain your answer.

Please **do not mark or change any other verbiage or structure** throughout the workbook.

When the workbook has been completed, please save the file to be submitted to Fulton County as it is currently
Radio System RFP Functional Requirements Workbook.xls

Please make a copy of this workbook in .pdf format as well. Name the .pdf file:
Radio System RFP Functional Requirements Workbook.pdf

When submitting the completed bid, please enclose a copy of both the Excel and Adobe versions of this document on every copy of the CD or DVD you are submitting.

Thank you for your strict adherence to these instructions.

System Requirements Response Form

Instructions: Please go through each cell on this matrix and fill in the "Answer" and "Comments" sections. In the "Answer" column, you will need to use one of these three answers only:

1) YES, included 2) YES, with customization 3) Not Offered

Use the "Comments" section to explain or clarify your answer.

NOTE: This completed form must be included with your final bid documents.

Req. #	Requirement Description	Answer	Comments
3.3.2.1	A minimum of eight levels of priority shall be incorporated in the system		
3.3.2.2	At least 2,000 individual talk groups shall be available within the system		
3.3.2.3	The addressing and signaling system shall permit the assignment of a minimum of 48,000 discrete field unit addresses		
3.3.2.4	Voice truncation time for each simulcast system shall be less than 500 milliseconds		
3.3.2.5	The trunked radio system shall permit designated radios to have individual conversations with one another		
3.3.2.6	The switching device will assign channels without concern for technology as the channels will be equipped with TDMA/FDMA operations. Selection of TDMA/FDMA modes of operation shall be determined by the subscriber programming		
3.3.2.7	The trunked radio system shall provide a means for selectivity alerting radio units on an individual, group (sub-fleet), or all-call (fleet) basis		
3.3.2.8	The trunked radio system controller shall have the capability of detecting an interfering signal on any of the RF channel receivers		
3.3.2.9	Whenever a field unit leaves the radio coverage area of Fulton County's system, an alert to the user shall be provided		
3.3.2.10	The trunked radio system shall provide the capability of allowing the system supervisor using a system-manager terminal to enable or disable any field units on the trunked system		

EXHIBIT 4

Req. #	Requirement Description	Answer	Comments
3.3.2.11	Proposer shall state the alias naming capabilities of the system		
3.3.2.12	Automatic International Morse Code Station Identification shall be provided for the trunked radio system		
3.3.2.13	Proposer shall provide a description of the Dynamic Regrouping feature and the total time required to regroup 100 units of a pre-stored group		
3.3.2.14	The trunking protocol shall allow for "message"-type trunking (repeater hang time after release of PTT switch) or "transmission"-type trunking (RF channel instantly reverts to pool of available RF channels) on the system		
3.3.2.13	System must provide word processing functionality, and integrate with word processing packaging, and be compatible with RTF and standards		
3.3.2.13	System must be software compatible with Pocket PC Personal Digital assistants and other peripherals, and be able to upload and download data		
3.3.2.15	System shall be controlled by a primary-site controller (system controller). Failure of the system primary-site controller shall not cause the loss of any functions or features required by this Scope of Work. Records management and APCO Project 25/16 priority system access shall be maintained. As an alternate to the System/Site Controller, Proposer shall describe system control capability and the reliability of their proposed architecture		
3.3.2.16.1 (1)	A database shall be provided that will store system user profiles, such as user group access, priority levels, dynamic regrouping plans, authorization codes, interconnect access, etc		
3.3.2.16.1 (7)	The database shall have sufficient capacity to store all system profiles, as well as the capacity to store 45 days of system activity for report generation.		
3.3.2.16.2	Sufficient hardware and software shall be provided to monitor and test the trunked radio system		

EXHIBIT 4

Req. #	Requirement Description	Answer	Comments
3.3.2.16.3	A printer shall be included with the system supervisor terminals		
3.3.2.16.4	The reports shall include at least one month of system activity		
3.3.2.16.5	Two network manager terminals shall be included		
3.3.2.17	A minimum of two trunking system failure modes shall be provided to minimize the loss of communications system features and functions		
3.3.2.17.3	The system shall have the capability of assigning a minimum of four trunked repeater stations to perform as the control / signaling channel		
3.3.2.18.2	The alignment and optimization equipment shall be permanently installed in a rack at the central maintenance facility		
3.3.2.18.3	Proposer shall furnish with the response an itemized listing, with purchase costs, of spare parts, sub-assemblies, plug-in boards and components that should be kept in stock in order to maintain the communications system at a fully operational and functional level		
3.3.3	Proposer shall quote either a replacement of or any required upgrade to the existing Motorola Premier Mobile Data Computer System including server and client software.		
3.3.4	The Fire Station Alerting System will be supplied with a server/application for use by twenty-four (24) dispatch console positions		

**SECTION 10
APPENDICES**

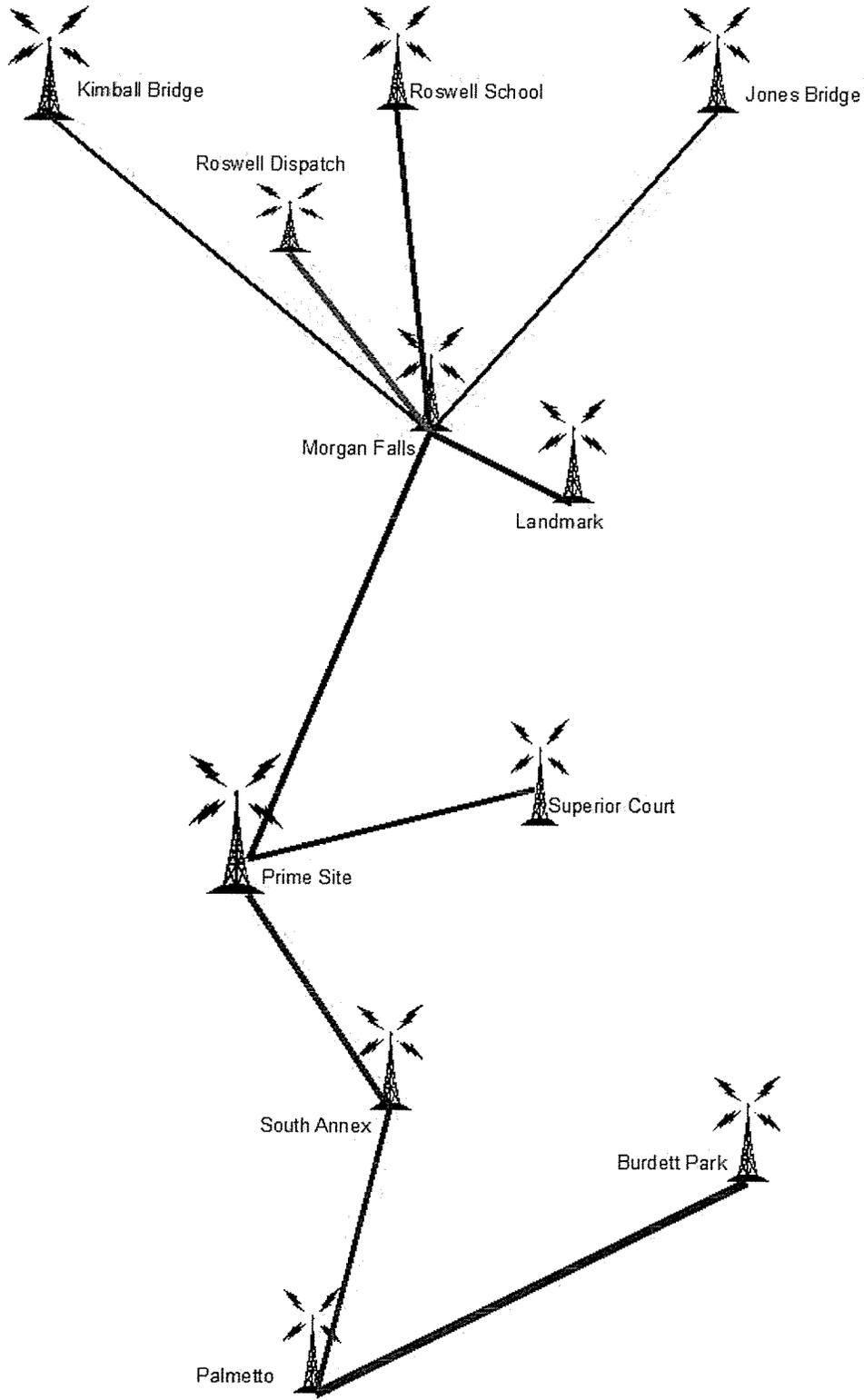
Appendix A: Existing Site Details

Existing Location	Address	Lat, Long	Existing Systems	New Systems
Prime Site/ Fire Station 13	6000 Plummer Road, SW, Atlanta	33-42-58.4 N, 084-34-57.8 W	Trunking Microwave DataTAC	Trunking Microwave
Burdett Park	5901 Deerfield Trail, College Park	33-35-51.4 N, 084-28-55.7 W	Trunking Microwave DataTAC	Trunking Microwave
Palmetto	505 Carlton Road, Palmetto	33-31-54.4 N, 084-40-09.8 W	Trunking Microwave DataTAC	Trunking Microwave
Morgan Falls Park	450 Morgan Falls Road, Atlanta	33-57-53.8 N, 084-22-07.4 W	Trunking Microwave DataTAC Mutual Aid	Trunking Microwave Existing Mutual Aid
Roswell High School	11595 King Road, Roswell	34-03-52.4 N, 084-22-43.7 W	Trunking Microwave DataTAC Mutual Aid	Trunking Microwave Existing Mutual Aid
Kimball Bridge School	154 Kimball Bridge Road, Alpharetta	34-03-52.4 N, 084-16-49.7 W	Trunking Microwave DataTAC	Trunking Microwave
Jones Bridge Water Tank	10735 Jones Bridge Road, Johns Creek	34-02-28.4 N, 084-13-36.7 W	Trunking Microwave DataTAC	Trunking Microwave
191 Peachtree St Building	191 Peachtree St, NE, Atlanta	33-45-32.4 N, 084-23-12.7 W	Trunking Microwave DataTAC	Trunking Microwave
Landmark Building	5 Concourse Parkway, Atlanta	33-55-00.4 N, 084-21-16.7 W	Trunking Microwave DataTAC	Trunking Microwave
South Precinct	5600 Stonewall Tell Road College Park	33-36-04.7 N, 084-32-58.4 W	Microwave	Microwave
Superior Court	136 Pryor Street, SW, Atlanta	33-45-03.3 N, 084-23-27.7 W	Microwave	Microwave
Roswell Dispatch	39 Hill Street, Roswell	34-01-13.3 N 084-21-36.7 W	Microwave	Microwave
911 Communications Center	130 Peachtree Street SW, Atlanta	n/a	Consoles (Landline connection to Superior Court site)	Consoles (Landline connection to Superior Court site)

Appendix B: New Proposed Site Details

Proposed Location	Address	Lat, Long	New Systems
Milton Site	Freemanville	34-10-38 N, 084 18 32 W	Trunking Microwave
East Roswell Park	2039 Eves Road Roswell	34-00-02 N, 84-27-44.7 W	Trunking Microwave
Riverwood Building	100 Cumberland Circle , Marietta	33-52-49.4 N, 84-27-44.7 W	Trunking Microwave
Fire Station 21	3201 Roswell Rd NE, Atlanta	33-50-33.4 N, 84-22-40.7 W	Trunking Microwave
Fire Station 31 Ben Hill	2406 Fairburn Road, Atlanta	33-41-18.4 N, 84-30-39.7 W	Trunking Microwave
Chester Avenue	315 Chester Ave, Atlanta	33-44-40.4 N, 84-21-34.7 W	Trunking Microwave
Southwest Site	6250 Northcut Road, Fairburn	33-35-32.8 N, 84-40-15.6 W	Trunking Microwave
Palmetto ATC88516	11208 Hutcheson Ferry Rd. Palmetto	33 31 39.43 N, 084 45 13.83 W	Trunking Microwave

Appendix C: Existing Microwave Route Diagram



Appendix D: Policy 800-6, Procedures for Handling Change Orders



POLICY AND PROCEDURE

SUBJECT: Procedures for Handling Change Orders

DATE: September 19, 2001

800-6

A. STATEMENT OF POLICY:

Fulton County is committed to a policy of open, non-discriminatory and competitive purchasing. When circumstances arise after award of a contract, requiring modification of that contract, such modification will be accomplished in accordance with this Change Order Policy and Procedure, to achieve the following goals:

- (1) Ensure that Fulton County does not pay more than is necessary to complete the contract;
- (2) Preclude a contractor from tendering the lowest bid and then increasing the cost of the contract through the change order process;
- (3) Ensure that the terms and conditions upon which the contract was awarded are met throughout the term of the contract, including any and all change orders;
- (4) Ensure that the change order procedure is not used to bypass the competitive bidding process; and
- (5) Ensure that change orders are not used for work that is independent of and outside the scope of the original contract.

B. BACKGROUND:

A change order is a written order from Fulton County to a contractor, directing a change within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract. A change is within the scope of a contract if it concerns the work required by the original contract documents and any subsequent change orders approved to accomplish the intent of the project as described in the solicitation documents.

A contractor is any person or entity, whether designated as a contractor, vendor, consultant or by any other title, having a contractual relationship with Fulton County. In Fulton County, except as otherwise provided in this Policy and Procedure, change orders shall be effected only through a written, bilateral agreement (Modification) between the County, acting through its Board of Commissioners, and the contractor. The Modification modifies the contract and will specify all changes to the contract and the costs thereof.

C. JUSTIFICATION FOR CHANGE ORDERS:

Change orders are authorized only for the following reasons:

- (1) Situations creating an immediate need to protect the public health, safety or welfare;
- (2) Corrections of deficiencies in design or construction documents provided by architects or engineers other than the contractor;
- (3) Changes in applicable laws or regulations, or changes that result from public participation when such participation is mandated by laws or regulations;
- (4) Concealed conditions, differing site conditions or abnormal inclement weather;
- (5) Owner requested changes within the scope of the original contract. Such changes may include: deductive change orders and accommodation of value engineering and administrative matters such as closeout change orders for unit price contracts, deductions for approved material substitutions and administrative no-cost change orders.

D. CHANGE ORDER AUTHORITY: Except as otherwise provided in this procedure, change orders may be approved only by the Board of Commissioners of Fulton County. Such approval shall be demonstrated by a formal vote on the Contract Modification.

E. CHANGE ORDER PROCEDURE: The ordinary sequence of a change order is as follows:

- (1) Need for contract change is identified.
- (2) Contractor is requested to propose price for change and if necessary, schedule changes.
- (3) Contractor and County negotiate price and scope of change.
- (4) Agreement between County and contractor for change is clearly defined in a written Modification.
- (5) Contractor signs Modification and returns it to County.
- (6) Modification is submitted to Board of Commissioners for approval and signature.

Circumstances may alter this general description of change order procedure. The administrative actions necessary to accomplish a change order are described in Section "F" of this Policy and Procedure.

- F. **ADMINISTRATIVE ACTIONS:** Department heads have primary responsibility for completion of the administrative steps necessary to complete a change order. Such responsibility may be exercised through designees and in consultation with other interested departments. Except for change orders falling under Section G, the following regular administrative procedures will govern all change orders:
- (1) The department head will confirm the necessity for and the appropriateness of a change order under this procedure.
 - (2) The department head will submit to the contractor a written description of the proposed change and request that the contractor submit a cost proposal. The written description must provide sufficient details of the change to permit the contractor to submit a realistic price.
 - (3) The department head, in conjunction with the Purchasing Agent, shall review the cost proposal for general reasonableness and compliance with applicable County purchasing policies.
 - (4) If appropriate and necessary, the department head may negotiate the cost and scope of the proposed change with the contractor.
 - (5) If agreement is reached with the contractor, the terms of the agreement shall be reduced to a written Contract Modification suitable for execution by the contractor and Fulton County. The Modification shall clearly describe the changes to the contract, including any changes to the schedule and the obligations of the parties. The Modification also shall clearly describe all elements of the cost of the changes, all previous change orders and the total change to the contract cost.
 - (6) The department head shall submit the proposed Modification to the County Attorney for preliminary review, and to the Purchasing Agent, the Director of Finance and the Director of Contract Compliance for their review. The department head shall attach to the Modification, the documents listed in Attachment 1 to this Procedure. When change order packages are submitted to the County Attorney's Office for review, the original contract and all previous change orders must be attached.
 - (7) Upon completion of the reviews, the department head shall make such changes to the proposed Modification and related documents as necessary and then shall submit five copies of the Modification to the contractor for execution.
 - (8) The Modification, as executed by the contractor, the explanatory memorandum and the Uniform Contract/Purchasing Sign-Off Sheet (Sign-Off Sheet) shall be submitted to the County Attorney's Office for final review, to include review of the formalities of execution by the contractor.
 - (9) The Modification and accompanying documentation shall be submitted to the County Manager for approval and placement on the Board of Commissioners' agenda. The County Manager shall ensure that all required reviews have been

completed and that all necessary documents are attached to the Modification. However, the County Manager may disapprove a change order and return it to the department head to have the work procured through the competitive process.

- (10) Following approval by the Board of Commissioners and receipt of the approval letter from the County Manager, the user department shall forward the originals (with a copy of the approval letter and the routing sheet) to the County Manager for execution. The County Manager shall forward the documents to the Chairman's Office for his/her signature. The Chairman's Office shall forward the documents to the Clerk to the Commission for his/her signature. The Clerk's Office shall retain one original for the file designated by the Board of Commissioners for filing contracts and making them available for public inspection, and shall forward one original to Purchasing and the remainder of the documents to the user department.
- (11) The user department shall distribute copies of the approved and signed Modifications as set out in Section H. The Purchasing Agent shall issue any necessary purchase order modifications to the contractor and the department concerned, and the department head shall issue to the contractor any necessary notices to proceed.

G. COUNTY MANAGER'S AUTHORITY: In the following described situations, the County Manager is authorized to approve change orders and authorize the commencement of work pursuant to such change orders, subject to ratification by the Board of Commissioners. The Board of Commissioners will not withhold ratification unless there is credible evidence showing that the contractor induced or procured the change order by fraud.

(1) Change orders less than 10% of original contract amount:

- (a) The County Manager is authorized to approve change orders having a total cost that is less than 10% of the original contract cost. A change order may be approved under this procedure if its cost, when combined with that of all previous change orders to the same contract, is an amount less than 10% of the original contract cost. The County Manager may decline to exercise this authority and return change orders for processing through the regular change order procedure, or may direct that the work be procured through the competitive process.
- (b) Change orders submitted under this authority shall be processed according to the regular administrative procedure described in the preceding Section F, up through Step (8).

The procedure thereafter shall be as follows, substituting the numbered steps below:

(9) The Modification and required documentation shall be submitted to the County Manager for approval. The County Manager shall review the documents for compliance with this Policy and Procedure and the completion of all required reviews. The County Manager may decline to exercise the authority to approve the change order and may either submit it to the Board of Commissioners under the regular administrative procedure or return it to the department head to procure the work through the competitive process.

(10) The County Manager shall document approval of the change order by signature on the Sign-Off Sheet and shall notify the user department and the Purchasing Agent of such approval. The department head and the Purchasing Agent shall issue any necessary notices to proceed and purchase order amendments. Work may proceed upon approval by the County Manager.

(11) Not more than sixty (60) days following approval of a change order under this authority, the County Manager shall have it spread on the minutes by placing it on the consent agenda and subsequently obtaining the signature of the Chairman of the Board of Commissioners on the Modification. The user department shall distribute copies of the executed Modification as stipulated under the regular procedure.

(2) Extraordinary Circumstances:

(a) The County Manager is authorized to approve change orders regardless of the amount when due to extraordinary circumstances, work must be implemented before the Board of Commissioners can act. The County Manager may decline to exercise the authority granted hereunder and may require that the change order be submitted under the regular procedure, or he/she may direct that the work be procured through the competitive process.

(b) The authority granted in this section may be exercised when immediate action must be taken to protect the County's interests, and only under the following circumstances (in addition to meeting the requirements of Section C):

(i) Threat to public health, welfare or safety; or

(ii) Threat of litigation when it appears likely that litigation will be commenced and that Fulton County's legal position may be compromised by delay in implementing the change order. Change orders citing this circumstance must be approved by the Office of the County Attorney; or

(iii) Loss of substantial resources due to delay, including delay to critical path schedule.

- (c) Department heads proceeding under this authority must comply with as much of the procedure set out in Section G (1) as the situation will permit.

- (d) At a minimum, the following procedures must be observed:
 - (i) The contractor shall execute a written contract Modification that clearly describes the work to be done and its cost. If costs cannot be fully detailed due to the exigencies of the situation, the Modification must set out a maximum cost and state that the cost will be definitized in a final change order.
 - (ii) The department head shall obtain the approval of the Purchasing Agent, prior to submitting the change order to the County Manager.
 - (iii) The work may proceed upon approval by the County Manager. The department head shall prepare all other documentation normally required for a change order, including completion of the Sign-Off Sheet.
 - (iv) Not later than sixty (60) days following approval of the change order, the County Manager shall place the change order on the consent agenda.
 - (v) In cases of change orders without definitized costs under Subsection (i) above, the department head shall commence processing a final change order as soon as circumstances permit.