



REQUEST FOR PROPOSAL NO. 13RFP041813K-MH

**Library Systems Automation and Integration
For the
Atlanta-Fulton Public Library System Capital Improvement Program –
Phase I**

RFP DUE DATE AND TIME: May 20, 2013 11:00 A.M.
RFP ISSUANCE DATE: April 19, 2013
PRE-PROPOSAL CONFERENCE DATE: May 6, 2013
PURCHASING CONTACT: Mark Hawks at 404-612-5812
E-MAIL: Mark.Hawks@fultoncountyga.gov

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

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1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is seeking proposals from qualified library technology firms to provide a complete integrated solution for automated materials handling, library collection check in and check out, security, e-commerce, PC reservations, and self-service printing. The prime vendor is required to bring products and services together to provide all of the requested components as a complete system and solution. The successful proposer must provide all necessary components, software and services required to implement the complete system.

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting proposals from qualified technology integrators for the design, integration, implementation, training, support and maintenance of the library automation systems.

The systems will be deployed in eight (8) new libraries and two (2) renovated library branches. An overview of each library project in the Capital Improvement Program, (CIP) Phase I is located in Appendix 5.

It is anticipated that the technology utilized in Phase I of this program will also be used in Phase II as the modernization of the Atlanta-Fulton Public Library (Library) program progresses.

1.2 DESCRIPTION OF THE PROJECT

The successful proposal team must provide a complete system with all necessary components, software, services, maintenance, and training. The vendor must install the system and provide training for library and IT support staff. The vendor must provide a warranty and maintenance support for the system for three years.

The requirements are unique at each branch. Each library branch's specific components and quantities are described in Appendix 6.

Phase 1 of the project involves technology integration services that will result in a fully functional system to automate the library functions listed in Section 1.2 at the following ten (10) library branch projects:

- Alpharetta – L001
New 25,000 sf library

- East Roswell - L002
New 15,000 sf library
- Milton – L003
New 25,000 sf library.
- Northwest Atlanta – L004
New 25,000 sf library
- Palmetto– L005
New 10,000 sf library
- Southeast Atlanta – L006
New 15,000 sf library
- Stewart-Lakewood – L007
New 25,000 sf branch library
- Wolf Creek – L008
New 25,000 sf library
- Auburn Avenue Research Library – L009
Major Renovation and Expansion of 50,000 sf library
- South Fulton Library Expansion – L010
Renovation of 25,000 sf for this library

Appendix 6 has a detailed description of the size of each library and the required components to be installed at these libraries.

While advance services and automation are planned, care must be taken to maintain technology and functional compatibility with the remaining 24 library branches that will not be renovated at this time. The technology that is selected for the 10 new libraries will be migrated to the remaining 24 libraries before or during their renovation.

1. All ten of the phase I branch locations require RFID based entry and exit security gates and a patron counting system.
2. All ten of the phase I branch locations require a cash register system tied to the Integrated Library System (ILS) and Elavon transaction processing service currently used by Fulton County for transaction processing of credit and debit cards.
3. All ten of the phase I branch locations must be fully compatible with the County's current Integrated Library System (ILS) system.
4. All branch locations require a Public Access Computer reservation system.

5. All branch locations require a Pay for Print management system that includes wireless printing.

The design and integration of the entire technology solution is the responsibility of the successful proposer. All components of the system must be maintained by the successful proposer.

1.3 BACKGROUND

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

In response, the County enlisted the help of a Technology Design Consultant to develop a technology master plan. One aspect of the technology master plan is integration and deployment of a uniform set of capabilities across all new and renovated libraries.

The Library Facilities Master Plan incorporates the County's Technology Consultant's drawings and specifications, (which have been coordinated and approved by the Department of Information Technology for the ten (10) library projects) into the Architect's Construction Documents for each library project. Technology plans for Branch libraries are uniform and prototypical. The Technology service needs of all libraries in the Fulton County system have been carefully evaluated by the Technology Consultant with each of the appropriate internal County Departments.

1.3.1 Current Application Environment

Currently Atlanta-Fulton Public Library uses the following products at all 34 existing locations.

Application	Vendor
Integrated Library System	SIRSI Symphony, version 3.4.1
Public Access Computer Reservation	Envisionware PC Reservation, version 4.2
Print Release Manager	Envisionware LPT:One version, 4.7.3
Patron User Account Verification with ILS	Envisionware Authentication and Accounting Module, version 3.2

The Automated Library Equipment system must integrate to the Library's ILS SIRSI Symphony 3.4.1 and must be downwardly compatible with earlier SIRSI versions including Symphony 3.2.1 (the previous system).

The successful proposer must be responsible for integration of the Automated Library Equipment into the Library's ILS system (SIRSI). The County's Department Information Technology will provide limited assistance with network compatibility issues.

1.3.2 Current Data Center Environment

The current library environment's main data center is remotely located from each of the branch offices at a central location. The SIRSI Symphony ILS and database systems reside in a central data center location.

The successful proposer must provide a centralized enterprise server solution that will support automation services to the remote branches and interact directly with the SIRSI applications and databases.

A separate room is designated at the 25,000 sf. locations for the Automated Materials Handling (AMHS) sorting and book return system. Please refer to Appendix 6 (Library Branch Components and Quantities) to note these locations.

1.3.3 Current Network Environment

The current local area network (LAN) in each branch consists of a TCP/IP network operating at speeds ranging from 100 Mbps to 1 GBPS over CAT 6 Ethernet environment. The County's Department of Information Technology (DoIT) specifications for IT technology are included in Appendix 9.

Metropolitan Area Network (MAN) links that connect each branch to the central data center are being upgraded from bonded T1's to Metropolitan Ethernet Service operating at speeds of 10Mbps up to 100 Mbps speeds.

Public Wi-Fi service is provided at each branch location offering patrons of the library internet access.

A diagram of the existing environment is located in Appendix 1 – Current ILS Architecture.

1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

The County desires to reduce the time required to perform routine functions by both the staff and the patrons of the library and so improve the patron's overall experience of using the library.

The County desires to save time and enhance staff productivity by using RFID Technology to achieve the following:

- Automate return services by providing a library materials return process to return a book, CD or DVD at a convenient drop off point at the library. The plan is to use technology to reduce the time spent accepting items at the circulation desk so staff can devote more time to serving patrons.
- Improve the movement and sorting of returned materials through the use of Radio Frequency Identification (RFID) tags. This will facilitate using the Automated Material Handling Systems' (AMHS), improved security, and enhanced check-in, check-out and weeding processes.
- Improve safeguarding of library materials and provide rapid, accurate inventory control, i.e. shelf reading and weeding.
- Keep items properly shelved and consistent with the catalog, to reduce the amount of time staff spends looking for missing or improperly shelved items to fill holds. Staff can scan RFID tags of shelved material with a portable RFID tag reader to quickly identify material that is missing or out of order.
- Design a system that eliminates the need to switch the entire collection to RFID at one time; that supports the RFID tags and the existing barcodes; and permits the County to migrate the entire collection to RFID tags over a period of time.

The County desires to save time, increase patron convenience, lower cost of operations, and enhance staff productivity by implementing self-service technology and e-commerce payments for routine patron activities as listed below:

- Allowing self-service payments using credit and debit cards and online real-time transaction processing of fines and fees.
- Accepting credit and debit card payments for printing documents and paying fines and fees at print release stations and self-service check out stations.
- Maintain accurate records of e-commerce transactions by capturing electronic and printed copies of all transactions.

The County desires to make printing from patron computers more convenient as stated below:

- Facilitate printing of documents using the library's public access computers or their own laptops and tablet devices. Patrons must be able to print using devices attached to the Wi-Fi network provided in the library.

The County desires to provide a flexible public PC reservation system that enforces their policy for patron usage as stated below.

- The PC reservation system must track patron usage across the entire library system and limit patrons to their maximum daily allotment.
- The PC reservation system must allow idle computers to be rescheduled for use by other patrons in case a patron leaves early or does not use their time slot.

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 **Monday, May 6, 2013 at 11:00 A.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, May 20, 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

There is a strict construction schedule for each library that must be adhered to by the successful proposer.

Proposer provided software and hardware required at the central data center must be integrated with SIRSI Dynix and tested to ensure compatibility with the host system. This software must be in place when the branch equipment is ready to install.

The technology to be deployed at each branch should be pre-loaded and tested with the host site at a staging facility. After testing it will be drop shipped to each branch for installation based on the construction schedule.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, Mark Hawks, Assistant Purchasing Agent @ Mark.Hawks@fultoncountyga.gov. Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

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

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

County – Fulton County Government and its authorized representatives.

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

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

Owner – Fulton County Government

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

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

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.

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.

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.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be

submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Monday, May 13, 2013 @ 2:00 p.m.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

Fulton County Department of Purchasing & Contract Compliance
Attn: Mark Hawks
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: Mark.Hawks@fultoncountyga.gov

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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 contract term 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 contract.

2.6 REQUIRED 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 Vendor Selection Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. 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 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.12 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.

2.13 RESPONSIBILITY OF THE 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.

2.14 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.

2.15 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 vendors.
- 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.

2.16 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.

2.17 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.

2.18 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.

2.19 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.

2.20 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the ***[Insert name]***, or designated representative.

2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the

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

See Section 5, Proposal Forms for declarations and affidavits.

2.22 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.

2.23 RIGHT TO PROTEST

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has

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

2.24 FIRST SOURCE JOBS PROGRAM

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.

2.25 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 vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

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 Vendor 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).

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 Monday, May 20, 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.E. Suite 1168
Atlanta, GA 30303**

Each proposal must meet the requirements below, and shall be packaged separately from the Offeror's other proposals. 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.

EACH TECHNICAL PROPOSAL, EACH COST PROPOSAL, AND ONE SET OF 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 based on the number of library projects bid:

One Technical Proposal for each library project, one (1) original and five (5) copies on CD media in PDF format.

One Cost Proposal for each library project, one (1) original and one (1) copy in a separate sealed envelope.

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

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

Proposals must be complete with requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

3.3 SCOPE OF WORK

3.3.1 General

Fulton County is seeking a qualified firm to provide software integration services to build a system to automate the routine operations of the primary functions within a group of local branches.

The County is soliciting Proposals from qualified technology integrators for the design, integration, implementation, training, support and maintenance of the library automation systems.

The successful proposer shall be solely responsible for all equipment provided and services required for the complete and successful installation of the system described in this Scope of Work at the specified levels of performance. The successful proposer must provide all equipment required for a complete, operational, and integrated system whether or not such equipment is specifically identified in this document.

The successful proposer of the Library Equipment proposed should be able to meet the critical requirements described in this request for proposal by the date the proposals are due.

3.3.2 License, Permits, and Taxes

All costs associated with software licenses should be based on a per seat price.

Pricing should include all permits, taxes and inspection fees within the price for this work.

All software recommended for use in this procurement shall reflect the latest available Software Feature Package (Software Release) offered for all components that are part of the Library Systems Automation and Integration proposal. A complete itemization of the software Feature Package shall accompany the cost proposal. This itemization shall include a description of the function and operation of individual features. Proposers shall state whether or not a new software release is pending, how it is different from the current release and what cost, if any, would be incurred by the County if the County were to contract for the new release.

3.3.3 Warranty

A three (3) year warranty shall be provided for all equipment installed. This warranty shall cover all parts and labor required to service equipment during the warranty period at no additional cost to the owner. This warranty must include all manufacturer recommended scheduled maintenance and service on the equipment with a regular maximum interval of once every 6 months for the entire warranty period.

Note that warranty starts at the conclusion of successful implementation of each library and owner's acceptance testing at each respective library.

3.3.4 Automated Materials Handling System (AMHS)

Atlanta-Fulton Public Library desires for all of the 25,000sf class libraries in this system to have a complete AMHS system that includes the following minimum components:

- Automated book and materials return system that includes a seven (7) bin sorter
- Security gates and theft detection systems with people counter
- Conversion stations
- Patron Self-Checkout stations
- Inventory management hand-held wand
- Automated cash register
- Circulation desk staff workstations
- E-commerce module
- PC Reservation system
- Wireless Printing service
- Print Release system
- Appropriate software to integrate the entire package into the library's existing ILS system environment

All remaining smaller libraries will not have an Automated book and materials return system that includes a seven (7) bin sorter, please refer to appendix 6 for the specific components required at each location.

See Appendix 6 for a detailed list of components required at each location.

3.3.5 AMHS Overall Requirements

1. Solution must provide all application-specific software to incorporate all hardware (security detection systems, patron self-checkout stations, inventory wand, and book return system), the circulation RFID tags, and any other RFID-related hardware into the system.
2. Vendor product is certified in the SIRSI Dynix's SIP2 Certification Program, an original certification program for the standard interchange protocol, version 2 (SIP2). This enables third-party vendors to ensure that their SIP2-compliant products integrate seamlessly with SIRSI Dynix systems.
3. The system must not interfere with other equipment, automated library system clients or PCs, watches, or pacemakers that may be nearby.
4. The proposed system must be able to connect through the Library's Ethernet network via an RJ-45 connector or wireless access point.
5. The proposed system must offer a comprehensive messaging solution that allows staff to receive immediate alerts for activity at self-checkout stations, security gates.
6. The proposed system must utilize Simple Mail Transfer Protocol (SMTP) to send emails for applications. An Exchange Distribution List will be provided by the owner who will have administrative rights to add/change personnel that needs to be notified.
7. System must capable of self-diagnostics and identify its current status via e-mail every morning at each installation. The system must be capable of getting the email address from a Microsoft Exchange distribution list provided by the owner at the time of installation.
8. The system uptime shall have 99.6% availability measured across a rolling three month period not including scheduled maintenance.

3.3.6 Radio Frequency Identification (RFID) Tag Requirements

1. RFID tags must be designed for tagging library of collection items including but not limited to books, CD's, and DVD's. RFID tags should also be supplied for equipment that may be loaned out by the staff including tablets and laptops. A propriety RFID tag is not acceptable.
2. Tags must be tested for over 100,000 read/write cycles and be guaranteed for the life of the items to which they are applied.
3. Proposer must name its RFID tag source and format and state quality assurance guarantees.
4. The proposed RFID tags for the Automated Library Equipment system must be tags that operate at 13.56 MHz.
5. The proposed RFID tags for Automated Library Equipment system must have a minimum memory of 1,024 bits.
6. All data on each RFID tag, including the item identifier field, must be fully re-writeable.
7. The Automated Library Equipment system must allow the option to lock and unlock item barcode number.
8. The RFID tags must enable the security status to be stored directly on the tag and must trigger an immediate alarm if an item not charged is read by the gate detection systems.
9. The RFID tag must have portions of memory that can be locked (for item number) and portions that can be re-programmed (branch and/or shelving location code). Each memory portion must be able to be locked independently of other portions or not be locked at all.
10. The RFID tags must be offered in clear, white blank, generic library or library-customized versions.
11. The RFID tags must provide both security and inventory control functionality.
12. The RFID tags must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.
13. The RFID Automated Library Equipment system tags must be adhesive-backed and one piece (tag and label integrated into one piece) to adhere to library materials without addition of an adhesive cover label.
14. The RFID tags shall be fully compliant with ISO 18000-3 Mode 1, and include both mandatory and optional commands specified in ISO 15693-3. It must also adhere to the ISO 28560-2 standard for North American libraries.

3.3.7 RFID Circulation Staff Workstation Requirements

1. The RFID Circulation Staff Workstations must have a thin (less than ½”) antenna that provides easy installation.
2. The RFID Circulation Staff Workstations must be able to mount in the work surface of an information desk for aesthetic appearance and to prevent physical damage.
3. To ensure the library has installation options that best meet the needs of each building, the RFID Circulation Staff Workstations should offer antennas that provide side-shielding, full shielding and extra-large antennas with full shielding.
4. The RFID Circulation Staff Workstations readers must function when positioned under the Library slate, granite, wooden or laminate-topped desks.
5. The RFID Circulation Staff Workstations must have an RFID read range of 8 inches minimum for book tags. This must allow multiple items with RFID tags to be checked in or out at the same time.
6. The RFID Circulation Staff Workstations must provide dual function: capable of processing RFID tags or bar codes in the same circulation transaction.
7. The RFID Circulation Staff Workstations readers must be able to read tags and display the information thereon instantaneously on the staff work station.
8. The RFID Circulation Staff Workstations must be certified in the SIRSI Dynix’s SIP2 Certification Program, an original certification program for the standard interchange protocol, version 2 (SIP2). This enables third-party vendors to ensure that their SIP2-compliant products integrate seamlessly with SIRSI Dynix systems.
9. The library’s standard ILS checkout and check-in screens must remain open and fully operational at all times, while still receiving notifications from transactions at Self-Check Stations.
10. The RFID Circulation Staff Workstations must reset security flag on an item within one second after changing the security status on an item.
11. The RFID Circulation Staff Workstations must offer system and/or methodology for handling holds.
12. The RFID Circulation Staff Workstations must provide a displayed count of the number of items processed simultaneously to ensure complete check-in/out transaction processing.
13. The system must have the ability to read, program, and reprogram RFID tags.

14. The system must be able to handle varying bar code locations and orientations.
15. The RFID Circulation Staff Workstations must be able to work with a list management system (a list of items to be removed from the Library), to automatically alert staff to weed an item upon scanning the barcode, before applying an RFID tag.
16. RFID client software must be capable of running in Windows 7 and Windows 8 at a non-administrative level.
17. The staff application must work with all types of ILS clients: Windows-based, Java-based, web-based, using SIP, SIP2, SIP3 or NCIP.
18. Device must be capable of displaying shelving location codes.
19. System must not require a separate staff application that is modeled on the patron Self-Check application. This device is to be optimized for staff use.

3.3.8 Self-Check Station Requirements

The Self-Check Station allows patrons to check out library materials without the assistance of library staff. The station must read both barcode and RFID labels that identify the material that is being checked out to the patron and must provide the patron with a receipt at the time of the transaction. When the patron has provided their library card to the station all information is communicated to the ILS system and the transaction is completed. The Self-Check Station sets the security flag on the RFID tag to allow the material to pass through the security gates without sounding an alarm.

1. The Self-Check Station units must be able to read item-specific identification numbers, communicate to the host circulation system to update the Library's inventory, and turn security off for checked items. This feature must allow the items to pass through the security gates without sounding an alarm.
2. The Self-Check Station must be dual function – capable of processing RFID tags and bar code items in the same transaction.
3. After being unable to detect an RFID tag in an item, station must automatically produce a display requesting that the patron scan the item's bar code.
4. The Self-Check Stations must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.
5. The Self-Check Stations must read the Bar-Code cards currently in the Atlanta Fulton County library System, and must be able to facilitate a migration to RFID technologies.

6. The proposed Self-Check Stations must include the ability to be built-into the millwork at the information desks and other counters and workspaces in the library.
7. The Self-Check Station must be able to check multiple RFID items in a stack.
8. The Self-Check Station must have customizable instructions that can be configured by the user for appearance. This customization must include logo, wording, languages and colors without altering HTML code.
9. The system must provide a minimum of 4 languages at the base rate cost. English and Spanish must be included among the four options. All languages must be customizable by each branch.

10. The Self-Check Stations must have the ability to locally print out Library specified information for a patron transaction on a single receipt. Such receipt must include library identity, hours, transaction type, items loaned/renewed, and fees (if any) that has been paid and/or is outstanding. The patron must have the option to have the receipt emailed. The station must have the ability to provide customized receipt messages in the patron's language.
11. Each Self-Check Station must be able to send a copy of each transaction or receipt to a network printer located at the information desk.
12. The Self-Check Station must be able to be remotely monitored from any staff station within the library that also is connected to the ILS in the same network.
13. The Self-Check Station must be capable of reading item barcodes located in various locations, including inside or outside, top or bottom of the front or back cover, or inside on the top or bottom of the front or back fly page.
14. The Self-Check Station should have a customizable interactive display based on user and item status. The Self-Check Station must meet applicable accessibility guidelines including features such as a large touch screen interface: user selectable high-contrast interface and large type size.
15. The Self-Check Station must block check out patrons and/or items that are blocked by the library's ILS with instantaneous system alert that can be programmed to display on staff computer(s).
16. Self-Check Station software must be capable of confirming the number of items being checked out before the transaction has been completed. A "running receipt" must be available on screen indicating which items have been successfully checked out and which items patron has unsuccessfully attempted to check out.

17. The Self-Check Station must maintain full functionality when offline and maintain record checked when the ILS is offline, and then automatically upload transactions when the ILS is back online. All transactions shall remain in the internal memory of the unconnected Self-Check Station for a minimum of 7 days.
18. The Self-Check Stations must provide performance statistics. Data must be detailed by day of the week and hour of the day. Data must include: Number of transactions, type of transaction, number of successful and unsuccessful transactions, comparisons between Self-Checkout units, language used, items renewed.
19. The Self-Check Station must allow staff to monitor the status of individual or multiple Self-Check Stations within a branch or system-wide. The Self-Check Station must be capable of sending an alert to staff regarding the status of a Self-Check Station, including if patron requires assistance, receipt paper is running low, Self-Check Station has gone offline, return bins are full. Staff must be able to perform this function by logging in to a web interface on any staff station.
20. The Self-Check Station must permit either the Proposer or the DoIT staff to remotely configure individual or multiple Self-Checkout stations within a branch or system-wide by logging in to a web interface (VPN). This interface must permit minor debugging by remote individuals.
21. The Self-check stations must be certified in the SIRSI Dynix's SIP2 Certification Program, an original certification program for the standard interchange protocol, version 2 (SIP2). This enables third-party vendors to ensure that their SIP2-compliant products integrate seamlessly with SIRSI Dynix systems.
22. Self-check station must Integrate the DVD Unlocking device or operate it as a stand-alone device.

The proposer must coordinate the Installation of the technology in the information desk with the County's Technology Consultant. The Proposer must identify and include the cost of maintenance and support of software and equipment, including service, parts and consumables. (Provide details on a pricing sheet).

3.3.9 Conversion Station

The conversion station is a portable wireless station that allows staff the ability to move freely about the library and in the stacks when converting the collection from barcode to RFID, and when new items are being added to the collection. The station is equipped with a barcode reader, an RFID reader, a label printer to generate RFID tags and a wireless PC to update the ILS with all transactions and changes instantaneously (if wireless communications is unavailable, the PC shall store all data internally until communication capability is restored). During the conversion process the system must alert staff if an item is on the ILS weed list so it can be removed from the collection.

1. The width of the conversion station should be no greater than 30”.
2. Converting an object of an existing collection must require no more than a computer, barcode / optical scanner, and RFID reader in addition to software, all of which can be placed on a mobile cart (also a shelf inventory station), so that the complete operation can be performed in the stacks.
3. The Conversion Station must operate on rechargeable batteries and should not require an AC connection to operate. System must be equipped with a visual and mutable audio alarm to identify when the system has less than 20% available run-time or memory.
4. The Conversion Station must provide two label dispensers, one for standard print item tags and one for media item tags.
5. The Conversion Station must be able to function in standalone mode, without requiring an interface with the ILS.
6. The optical scanner must have a visible scan line to facilitate correct placement of material on the conversion station.
7. The Conversion Station must be configured for flexibility in optically scanning various sizes and shapes of items.
8. The Conversion Station must be able to weed items by uploading and reading a weed list (a list of items to be removed from the Library) during the conversion process, automatically alerting staff to weed an item upon scanning the barcode.

3.3.9.1 Process of tagging collections

1. During tagging process, the Conversion Station must automatically interrupt and display a descriptive error if the bar code scanner fails to scan all digits in the bar code.
2. The Conversion station should perform an immediate confirmation read of a newly created programmed tag to ensure that the tag has been written exactly as intended.
3. The Conversion station programming application must be able to perform a confirmation read of tags in one-at-a-time or multiple-mode, so the staff can see all data programmed onto tags.
4. When a Conversion station tag programming errors occur, the system must react instantaneously with audible and visual alerts.

3.3.10 Portable Handheld Reader Requirements

The handheld reader is a portable unit that allows staff to perform such functions as sorting, searching, weeding, inventorying and exception finding in the stacks. The device can also detect items that have not been properly checked in or checked out.

1. The portable handheld reader must feature an easy-to-use, 3 to 4 inch diagonal display screen display.
2. The portable handheld reader must feature one full watt of power, an integrated RFID and barcode scanner, and a simple method of inputting information.
3. To ensure maximum read capacity the portable handheld reader must have an RFID antenna that is at least four inches long.
4. The portable handheld reader must have built-in diagnostics for troubleshooting.
5. The portable handheld reader must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read and be capable of reading no fewer than ten items of a thickness of 1/8" thick or more per second with 99% accuracy.
6. The portable handheld reader system must have the capacity to read multi-line, fixed-length-field, or delimited-field records from an electronic file containing shelf or search lists and create a portable database for use in a portable handheld RFID reader.
7. The portable handheld reader must accommodate data collection simultaneously with other functions.
8. The handheld reader must direct the user to items on "pull" lists or user defined lists including search for hold items, and provide a method to track which items have been found and which have not.
9. The portable handheld reader must accommodate data collection of up to one million items to collect, and store identifiers of items scanned, and store those items in user-defined categories for upload the ILS.
10. Reader must be able to automatically save scanned items data for upload into or download from the ILS' inventory module without requiring removal of a memory card for transferring data.
11. The hand held reader must provide the ability to sort items on a shelf or cart.
12. The reader must have a search/locate function.
13. The reader must allow a user to identify individual items that have not been properly checked out and have caused an alarm of the detection system. This capability must also allow the user to scan items on library carts or shelves to identify individual items that have not been properly checked in.
14. The reader must validate item identifier (barcode) data from input lists and provide a log of errors found.

15. The portable handheld reader must have an audible tone and visible indicators to verify item has been identified. The audible tones shall be adjustable by the user.
16. The proposed portable handheld reader must operate without cords and/or cables. If the unit contains an external antennae it must be a flexible swivel or movable RFID antenna for ease of use.
17. System must be able to scan shelves by passing the reader along the base of book shelves without having to stop for each item.

3.3.11 RFID-Enabled Book Drop

The RFID book drop allows for 24/7/365 operation of the check in system for material return. When an item with an RFID tag passes through the return the ILS is instantaneously updated and the security flag reset on the RFID tag. If the item is on a hold list a receipt can be printed and staff notified that the item is back.

1. Book return must enable returned item to be identified in the ILS instantaneously as having been returned and updated the patron account.
2. Book return must be capable of printing a report for all items returned, and for returned items that are on hold. The return should display an alert on a staff computer when items that are on hold pass through the return.
3. Book return must have a receipt printer with user defined option not to print a receipt upon return.
4. Book return must be designed so as to function as part of the automated sorting equipment.
5. Book return must be able to process library materials without damaging or erasing magnetic media (e.g. video cassettes).
6. Return must have "store and forward" capability that must capture information when the library's server is down. The system must be able to operate in offline mode during loss of ILS host communications or network outages.
7. Patrons are not required to use their library cards at the book drop. The book return must not require patrons to interface with the ILS in order to place items in the book drop. Patrons must be allowed to use the book drop and behave the way they normally would with a non-RFID drop. The book return must not require a touch screen or patron computer interface in order to operate.
8. The bar code and RFID tag reader must be able to read tags on items without regard to their orientation on the belt or table.
9. The opening in the book drop shall not be less than 18" W X 3 ¼" H.

3.3.12 Security Detection System Requirements

The security gate system must detect when items that have not been properly processed through the check-out system pass between the two pedestals, and must provide an audible and a visual alarm when this happens. Using the information stored on the RFID tag staff is notified instantaneously what item is causing the alarm on their work stations. The patron can return to the check-out station and reprocess the item. The gates also perform a patron counting function to help staff determine peak and low traffic times.

1. The proposed system must have a read range of no less than **thirty-six inches (36")** in either direction of each gate.
2. The security gate must be manufactured using transparent material, with a base that can be matched to the finishes of the décor.
3. The proposed system must use 13.56 MHz ISO 15693-3/ISO 18000-3 mode 1 RFID technology. The security gate provider manufacturing facility must be ISO 9001 certified.
4. Security pedestals must not damage or erase magnetic material or disrupt phones, watches or pace makers.
5. Pedestals must have the option for staff to remotely access patron counter stats and reset counters to zero via an Ethernet connection to the library's network.
6. Security gate systems must have an integrated radar patron counter, and not an Infra-Red counter.
7. The security gates must perform bi-directional patron counting to count patrons entering and leaving the facility.
8. The proposed system must be able to issue visible and audible warnings.
9. The detection system must provide instantaneous software alerts for staff indicating the reasons for alarm, including title of item(s) and whether or not it was properly checked out. Alarms must be configurable to be sent to multiple workstations, to allow alarms to be displayed at manager's office, circulation desk, or an assigned individual.
10. The detection system gate software must provide a set of reporting tools including the ability to identify the specific item that has not been checked out, report of total security alerts, total patron counts, peak volumes and peak periods.
11. The proposed system must provide item security even when the Library's ILS or network is off-line or not functioning.
12. Self-diagnostics functionality is required.
13. In order to conserve energy when the gates are not in use, the gate systems must have a standby mode for energy savings. The gate systems

must activate to full power when a person enters the radar patron counter detection zone.

14. The proposed system must be installed without visible cables (i.e. recessed conduit under the finished floor).

3.3.12.1 Automated Materials Handling Sorting System Requirements

The book drop self-induction unit will be the primary automated feeder for the sorter system allowing patrons to drop off material. The use of a library card by a patron shall not be required. There will also be a staff return point for the processing of other materials returned at other points. The sorter must have an electric conveyor system of rollers and belts for the movement of materials. The operating noise level shall be less than 60dB. The system shall have a bin full indication that can be optionally set to automatically shut the system down. A local work station shall be provided to allow staff to monitor the status and operation of the sorter. All sorting activities shall be communicated to the ILS and staff work stations.

This system shall be designed for library use and not for warehouse operation. The footprint for the sorter system shall not exceed 22' x 13'.

1. Sorting system must be able to sort materials into a minimum of 7 bins, and be capable of adding additional bins at a later time.
2. Items must be instantly checked into the circulation system.
3. In the process of sorting the materials the RFID tags' security flag must be reactivated to allow the item to activate the security gates.
4. Sorting software must interface with library's database through SIP in order to separate holds from other items.
5. System must have an option for printing holds tickets for each item on hold as it is accepted into the system, listing the item title and name and ID number on the requesting patron.
6. Proposer must provide both RFID and bar code sorting systems.
7. Sorting system must be able to process a minimum 2,400 items per hour.
8. Proposer must offer upgrade programs to ensure that the library is able to grow as needs dictate. Please describe.
9. The sorting system should be able to function at decibel levels lower than 61db allowing staff nearby to work without distraction. The maximum level shall be 60dB.
10. Automated sorting equipment must be capable of distributing returned items into separate bins according to customizable criteria established by the library using information provided from the library's database or from the RFID tag.

11. System must have capability to capture information even when the library's server is down for relay after service to the server has been restored.
12. Staff must be able to change sort criteria within the sorting software as necessary on a demand basis.
13. Sorting software must distribute items that have no RFID tag or damaged RFID tags into a separate bin.
14. System must provide indication when bins are full.

3.3.13 Self-Service Printing

3.3.13.1 Self-Service Printing System Requirements

Patrons of the Atlanta-Fulton Public Libraries need a comprehensive printing solution for their printing needs. Patrons must be able to print to the multi-function device located in branch library from the public use computers. This must be a self-service solution and have the added benefit of reducing the amount of traffic at the customer service desk.

The successful proposer must provide the following components: Print/Release Station, Print Servers, and a Wireless Printing Solution. The solution should also provide any additional vendor provided hardware and software necessary to implement the solution that will be proposed in the Proposer's package.

1. The solution must support printing from Public Use Computers and it must also support printing from a patron's computer that is connected to the library's Wi-Fi network.
2. The system must provide at least 95% uptime based on three month rolling average including scheduled maintenance.
3. The Proposer's software must provide print management and control. The software must integrate print and copy, payment control. The system must provide software to manage PC printing from Public Use Computers to network printers and interface with County provided multi-function devices (MFD) (copy, scanner, and printer) machines. The system must also integrate with SIRSI/Dynix Symphony ILS.
4. The Proposer's hardware shall include or consider but not be limited to: copiers, printers, print servers, card readers, vend stations, encoders, receipt printers, bar code scanners, print release stations, sign-up stations for PCs, queue monitors and administrative workstations needed to manage the Proposer's solution and create reports or perform diagnostics.
5. The solution must provide secure socket layer services for connectivity to the servers.
6. The solution must be compatible with multifunction devices and coin and bill acceptors provided by the County. This includes the ability to process

credit and debit card transactions using the County's approved transaction processing service.

3.3.13.2 Printing from Public Use Computers

Public Computers purchased by The County are based on Microsoft Windows operating system. These computers must be pre-configured with the library specific applications. The successful Proposer must provide the appropriate printer drivers (if needed) for the public use computers that must interface with the Proposer's print servers that must queue the print request until payment is made and the print out is released to the County provided multi-function device or printer that is network attached.

3.3.13.3 Print Notification to User

Once a print request is sent to the server, the server must notify the user at Public Computer of the print information including document name, printer name, number of pages and total cost.

3.3.13.4 Print Release Additional Requirements

System must allow users to change their print job name for their privacy, and (or) create a password that allows user to release their print jobs on the print release station. The library administration staff must have the ability to delete any print job created by an end-user and left in the system regardless of security options set by the end-user.

All system software installed on the Public Use Computer must be compatible with, Windows 7, and Windows 8, and MAC IOS operating systems and the Microsoft Office and MAC compatible applications.

Software installed on the Public Use Computers must be compatible with a virtual desktop infrastructure (VDI) environment that will be designated by the County.

3.3.14 Wireless Printing from Patron Devices

The Wi-Fi based wireless printing system must allow printing from patron devices with the following technical requirements:

1. The wireless printing drivers must support Window's based laptops using Microsoft , Windows 7, Windows 8 operating systems.
2. The wireless printer drivers must support Mac based laptops using IOS 9 and 10.
3. Allow for printing from Smart Phones (including iPhone, Android, and Windows based).
4. Allow for printing from Tablet Computers (including iPad, Android, and Windows based).
5. System must allow patrons to download the appropriate drivers to interface with the Print/Release Servers from their personal computer or

device. The drivers that are installed on the user's device must be removed when the patron ends their session with library and logs out of the system.

6. The system must notify patrons that they are about to download drivers at their own risk.
7. The printer drivers must use predefined ports to communicate with the printer server so that the Library's network security is not compromised. The County will only open ports on the firewall required for device communications with the printer to allow the patron's device to access the printer server.

3.3.15 Print release stations

3.3.15.1 Patron Capabilities:

1. The system must authenticate library patron's logon against the SIRSI ILS patron database and verify payment from the user accounts balance. If the user account does not have appropriate credit to pay for the print services the system must allow the user to pay from a coin box or credit/debit card at the print release station or the multi-function device.
 - a. The system must display number of pages and cost at Public Use Computer.
 - b. Patron has the options for viewing, releasing, canceling pending print request.
 - c. The system must request patron confirmation before sending print request to print server.
 - d. The system allows the print request to be managed from the printer server or a staff computer.
 - e. Payment is required prior to printing.
 - f. The system should include a coin/bill/credit card payment package or interface with a third-party package that is supported by the Proposer.
 - g. The system requires identification and password for patron to print at the print server.
 - h. The patron is only allowed to view their print requests.
 - i. In case of a failure of the printer location the system should allow a secondary printer location to be selected.
2. Currently the system must interface with the County's Elavon Transaction Processing service accessed by the internet from the branch library location to process credit and debit card transactions. This requirement must be handled using the Credit/Debit Card Transaction Processing System Interface described later in this document.

3. System must not store any credit or debit card information locally or on County's computers or in the ILS database.

3.3.15.2 Staff Capabilities:

1. The system must be managed by any staff controlled device at each branch.
2. Staff has the control options for viewing, releasing, canceling pending print requests.
3. The system is configurable to keep print requests until a specified time.
4. The system must allow staff to print requests or individual pages of a request for a patron.
5. The system must allow staff to override charges for print requests.
6. The system must provide statistical reports including material usage and payments by branch.

3.3.16 Print Servers

All system software must be compatible with Microsoft Windows Server 2008 and 2012 or Linux operating systems. The print server must allow a patron using either Microsoft Windows, Android, or Apple tablet or laptop to send printer requests to the system.

3.3.17 PC Reservation System and PC Scheduling Requirements

3.3.17.1 PC Scheduling Requirements

The solution must be able to interface to SIRSI Dynix, and any future ILS system to validate customers using Atlanta-Fulton Public Library's existing patron database.

3.3.17.1.1 Reservation Management

The system must allow a configurable time limit for patron to log on to a reserved public access computer.

1. The system must allow patrons make a reservation.
2. The system must not allow a patron to exceed their daily allotment of computer time by reserving computers at multiple branch locations.
3. The system must allow a patron to specify the amount of reserved time up to a specified time limit set by the library staff.
4. The system must scan a patron's library card to validate their user ID.
5. Reservation system must allow customers to reserve computers on a first available basis or to select an open timeslot later in the day.

6. Reservation system must allow for the use of “guest passes” – temporary cards for visitors or other customers ineligible for an Atlanta-Fulton Public Library card.
7. System must be able to display Atlanta-Fulton Public Library’s computer use policy and ask user to agree to policy before starting session.
8. All system software must be compatible with Microsoft Windows 7, Windows 8 operating systems.

3.3.17.2 Staff Administrative Capabilities.

1. The system must be managed by any staff controlled device at each branch.
2. Reservation system must allow the use of idle computers, either by patrons looking for short-term computer use or an earlier start for patrons with pending reservations. This is a required feature; any idle computer must be available to be rescheduled for patron use.
3. Reservation system must allow for staff control over time limits, e.g. to provide extended time for customers to finish projects, to set longer time limits for classes, or to limit time limits for special cases.
4. The system must allow staff to turn off a public access computer.
5. The system must be configurable to boot and turn off all public access computers at set times.
6. The system displays the next available reservation time to the patron at a reservation computer.
7. The system must validate a patron’s information by communicating with the library’s ILS, unless it is a guest ID.
8. The system must allow staff to generate guest login IDs and passwords.
9. The system keeps track of patrons’ PC usage via the ILS system.
10. The system must provide multiple levels of security (network, operating system, database, and application levels).
11. The system must protect against the ability of customers to override time limits on the client computers.

3.3.18 Cash Register and Self-Service Payment Terminals Requirements

3.3.18.1 Automated Cash Register with Cash Drawer

The Proposer must provide a Point of Sale (POS) terminal at each information desk to handle cash and debit/credit card transactions. This terminal will replace the standard cash register.

3.3.18.1.1 Point of Sale Capabilities of Cash Register

The unit must be designed for a Point of Sale application and computer should offer a sealed case for security reasons. The unit must be a low power operation as well as an all-in-one unit with an integrated touchscreen and magnetic card and barcode readers. This unit should be a space saving design and located at the information desk.

The Proposer must provide all hardware and software required to interface the Point of Sale terminal with SIRSI/Dynix using the SIP 2 protocol.

3.3.18.1.2 SIRSI Account Management Software ILS Interface

The system must be fully integrated with SIRSI/Dynix as it relates to updating a user account in real-time.

3.3.18.1.3 Receipt Printer

The POS system must be equipped with a receipt printer that must be able to handle several hundred transactions per day. This printer must be laser based. The POS system must produce a hardcopy receipt for the patron and a copy for the administrative staff records.

3.3.18.1.4 Cash Drawer

The cash drawer must provide a secure place to keep cash and credit card receipts throughout the sales day. This unit must be constructed of material that is vandal and tamper/theft resistant and of high quality and durability. The drawer must be lockable with a security key system. The drawer should be synchronized to the receipt printer and opens with every valid transaction. The cash drawer must not open from external triggers from the self-check system.

The cash drawer should accept currency from pennies, nickels, dimes, quarters, and one dollar coins. It should also store ones, five, ten, and twenty dollar bills. It must also provide storage for receipts.

3.3.18.1.5 Magnetic Strip Reader

The system must allow the user to swipe debit and credit cards that are presented by patrons for payment of fines and fees or to add value to their library account.

The software of the system must communicate with Fulton County's credit card vendor, Elavon Transaction Processing service to validate and process e-commerce transactions.

3.3.18.1.6 Barcode Scanner

The system must be equipped with a barcode scanner to read existing library cards or Universal Product Code (UPC) codes on products.

3.3.18.1.7 Universal Product Code (UPC) Database and User Interface

The UPC system and user interface should be designed for use in a library centric environment and designed to interface with the ILS.

The system must provide a standalone database or interface with the SIRSI database to allow UPC codes to be linked to prices of inventory and items for sale in the library.

3.3.18.1.8 Transaction Security

All transactions accessing the internet must operate over a secure socket layer (SSL) protocol and comply with all security standards currently used by the Transaction Processing Service industry. In the event of a network failure, the POS device must store any transactions and upload them to the transaction processing system or to the ILS as soon as the network is restored. The terminal must delete all credit/debit card information upon successful completion of the transaction and logging of the results.

3.3.19 Credit/Debit Card Transaction Processing System Interface

The system must include a coin/bill/credit card payment package or interface with a third-party package that is supported by the Proposer. This system must allow patrons to pay fines and deposit money into an existing library account using a credit or debit card.

The system must also allow patrons to add value to their library accounts so their library cards may be used to pay fines or fees and pay for printing or copying services utilized. This is the foundation of the e-commerce capability needed to handle all payments from all self-service terminals.

1. The system must allow payments sent from the Print Release Stations and patron fees self-pay terminals to be processed as an e-commerce transaction.
2. This system must also allow transactions processed by the automated cash register located at the information desk to send e-commerce transactions.
3. The system must integrate with the SIRSI ILS to update patron accounts so that transactions are processed in real-time.
4. Technology Requirements for the Transaction Processing System Interface:
 - a. The system must follow PCI Data Security Standards set by the PCI Security Standards Council (PCI SSC) to protect cardholder data.
 - b. The system must be certified to interface with Elavon Transaction Processing Service.
 - c. The system must operate using Secure Socket Layer (SSL) encryption capability.

- d. Patrons must be able to pay fines and/or deposit money into an account using a credit or debit card or by entering coins and bills into a coin and bill acceptor at a Multi-function Device.
- e. The system must support the use of library cards to pay for fees or fines from their ILS accounts.
- f. The system must link to all major ILS applications supporting SIP 2 or SIP 3 protocols for payment of fines and fees.
- g. The system must support the patron making deposits into an ILS deposit account for later use with fines, printing, computer reservations, and copying.
- h. The system must provide an Application Programming Interface (API) to link the payment system to the County's existing web site and ILS user account page to allow transactions via the web site should the County decide to implement this feature in the future.

3.3.20 Installation, Coordination and Scheduling

3.3.20.1 Coordination:

The integrated library system described in this document is being installed in eight (8) newly constructed and two (2) renovated/expanded libraries. The construction schedule for each respective library will be provided to the successful proposer at notice to proceed (NTP). All coordination will go through the Technology Consultants.

A Design Construction Timeline is provided in Appendix 4.

3.3.20.1.1 Proof of Concept and Acceptance Testing Prior to Contract Award

"Prior to contract award, the County will require a Proof of Concept test to be successfully completed. The selected proposal team will pre-stage all components for the first library at a designated Fulton County location." The total installation, including all components and software co-located with the SIRSI server and all hardware and software designated to be deployed in the branch location will be assembled and tested.

The County will require this pre-staged system to pass a series of use cases that will emulate the functions that must be performed at each branch library by patrons and staff.

All features must perform as specified in the proposer's RFP response and meet all requirements listed in this RFP.

This test must also show performance under optimum and heavily loaded network conditions to ensure performance and response times are acceptable to County staff. The average response times shall be less than or equal to 2 seconds for 95% of all transactions.

The selected proposal team has thirty (30) days beginning with the pre-staging of the equipment to fine tune the system and verify response times and functionality of the proposed system. Failure to meet all claims made by the proposal team and RFP requirements within this thirty (30) days period will result in disqualification of the proposer.

3.3.21 Post Contract Award Performance Verification at Each Branch Library

Upon completion of the installation of equipment at a branch location, the Proposer shall verify that the equipment is operating properly in accordance with the specifications and the equipment manufacturer's operating instructions. This verification shall be accomplished in conjunction with County's staff and Technology Consultant. The verification shall include both a physical inspection and appropriate tests to verify equipment performance.

The County will require the installed branch system to pass a series of use cases that will emulate the functions that must be performed at each branch library by patrons and staff.

All features must perform as specified in the proposer's RFP response and meet all requirements listed in this RFP.

3.3.22 Maintenance and Support

Mission critical components are defined as any component which is a single point of failure that will disable the operation of the library. The County requires a four (4) hour on-site response time for all mission critical components. This is a 24x7 requirement, including nights, weekends and Fulton County holidays. The Proposer is responsible for providing an intermediate solutions if repairs are required, to return the system to its original design or better.

The County requires a twenty-four (24) hour response time for on-site replacement of any non-mission critical component.

The County requires a two week turn-around on all components that will be replaced off-site. All return replacements will be Free on Board (FOB), and the vendor shall provide shipping containers.

The County requires on-line help desk services for technical support between the hours of 8:00am and 8:00pm Eastern Time zone, seven days per week (note that this support must cover weekends and holidays during which the County is operational.)

The County requires a single point of contact for all maintenance and support issues.

List the support and maintenance services that must be provided by your company as proposed by your solution, including:

1. List all software and hardware support access and hours.
2. List all service response times for mission critical and non-mission critical components.

3. List the Help Desk contact protocol and explain how it includes all aspects of the solution and escalation procedures. For example, state the process used by the help desk to accept and manage trouble calls for PC Reservation problems, AMHS problems, cash register, security gates and other system related components offered by the proposal team.

3.3.22.1.1 Process for Returning Materials

The proposer shall be responsible for on-site repair or replacement of equipment requiring maintenance. Proposer is responsible for all cost associated with shipping including providing containers.

3.3.22.1.2 Escalation Procedures

Provide a detailed escalation procedure. List the steps required to escalate a problem from the help desk to the most advance technical support provided under this agreement. Proposer must provide a tiered support structure that allows escalation starting at the Help Desk, and includes support provided by the manufacturer's hardware specialist or software developer.

3.3.23 Spare Parts

Spare Parts Inventory. Provide a detailed listing of manufacturer's recommended spare parts for all components and their current costs. Use Appendix 7 as a guide.

3.3.24 Training and Documentation Requirements

3.3.24.1 Fulton County Technical Support Staff Training

1. Provide two (2), eight hour training sessions for system software and basic troubleshooting (for DoIT technical staff and Library Staff). This training shall be directed towards tasks that DoIT staff can perform prior to calling for factory authorized support from the manufacturer.
2. This training must also include DoIT technical staff being present during all installations and upgrades to develop an understanding of the process and procedures.
3. Proposal team must provide user and technical support manuals for all components. The vendor must provide two copies in paper format and one copy in DVD or other electronic format for each branch location.

3.3.24.2 Fulton County Library Staff Training

1. The proposal team shall provide training for the Library staff. This training must cover day to day operational tasks. The county desires two (2) eight hour training sessions explaining how to perform the most common tasks. Produce and provide to the Atlanta – Fulton Public Library System a video (DVD) of the training session for future use in training and for reference of the staff. Provide two (2) copies of each DVD for each installation site.
2. The proposal team shall provide the aforementioned training at each library location prior to opening day to prepare the library staff with branch specific training.
3. Provide user manuals for all components; provide two copies in paper format and one copy in DVD or other electronic format for each branch location.

3.3.24.3 Technology Adoption Plan Training

The goal of this system is to allow the patrons to be more self-sufficient. Therefore the Library desires to have a deliberate program in place to assist patrons to use the self-service stations. The proposer must provide a list of best practices used to encourage self-service usage. The steps must include:

1. How to promote the use of self-service terminals.
2. How to handle problems at self-service terminals.
3. Teaching the staff to train patrons to use self-service terminals

3.3.24.4 Opening Day Training

This training support is provided to assist staff and patrons in technology demonstrations and proper use of the equipment. This support should be available for one week at each library for the first three libraries.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

3.4.1 Qualifications

3.4.1.1 Firm Qualifications

Fulton County expects the prime to be an authorized manufacturer's representative with the appropriate channel distribution rights and manufacturer certified technicians.

Explain your firm's relationship to the manufacturer of the components listed in your proposed solution i.e. Original Equipment Manufacturer, authorized distributor or reseller, or systems integrator.

List the relevant industry certifications of the firm(s) providing the solution i.e. Certified Solution Provider or Microsoft Partner.

3.4.1.1.1 Firm Experience

State the libraries where your firm has integrated the components that most closely fit Fulton County's requirements. Submit references for those solutions that most closely fit our requirements.

Firm Reference Project Descriptions should be limited to one page each and must include:

- Project Name
- Date the system was installed
- References including company name, address, contact person, title, telephone number and email address
- Project Description including:
 - Size of collection
 - Number of library branch locations using the system
- Number of following components installed in this project:
 - Automated book and materials return system that includes and a bin sorter.
 - Security gates and theft detection systems with people counter
 - Conversion stations
 - Patron Self-Checkout stations
 - Inventory management hand-held wand
 - Automated cash register
 - Circulation desk staff workstations
 - E-commerce (Credit Card Processing) module

- PC Reservation system
- Wireless Printing service
- Print Release system

3.4.1.2 Qualifications of Key Personnel for Duration of the Program

The County expects this team to be led by an experienced Systems Design Team consisting of a minimum of two key people:

Project Manager:

The team must consist of a **Project Manager** experienced in systems integration and software development. This person will be the responsible party managing the overall systems integration process; as well as the systems implementation process.

This Project Manager will be responsible for the Systems Integration and Implementation Process defined as:

- Developing the systems design
- Installing all components needed in the central data center
- Ensuring all of the components work together as stated in the RFP response
- Meeting all the requirements specified by the County in this RFP
- Managing the cost of the project
- Managing the implementation schedule
- Meeting the due dates of construction manager
- Verification of all installation
- Managing acceptance testing

List the work experience of the Project Manager including the following items:

- Education and degrees
- Years with your firm
- Project Management Certifications
- Software Development Certifications
- List any additional certifications or qualifications
- Work history for the last five years
- List of Similar Projects Completed by this individual: (Attach Project Descriptions and identify if this individual led any of the firm's reference projects previously listed)

- Role this individual played on the reference project (i.e., project manager, implementation manager.)

Implementation Manager:

The team must include an **Implementation Manager** that will be responsible for the deployment of the systems at each library.

The implementation manager will be responsible for the tactical steps listed below:

- Order the equipment
- Pre-stage the equipment
- Ship to library location
- Install the equipment
- Test equipment and verify operational readiness
- Complete acceptance testing by owner
- Obtain owner sign-off on system

This person must be experienced in staging and deploying technology and working with construction management teams.

List the work experience of the Implementation Manager including the following items:

- Education and degrees
- Years with your firm
- Project Management Certifications
- Software Development Certifications
- List any additional certifications or qualifications
- Work history for the last five years
- List of Similar Projects Completed by this individual:
 - Attach Project Descriptions using the same format as the Firm's Project Descriptions.
 - State whether this individual led any of the firm's reference projects previously listed.
 - State the role this individual played on the reference project (i.e., project manager, implementation manager.)

3.4.1.3 Team Member Resumes

Submit Resumes of Other Team Members supporting the Project Manager and Implementation Manager. Each resume must be limited to two pages and include the following items:

- Education and degrees
- Years with your firm
- Project Management Certifications
- Software Development Certifications
- List any additional certifications or qualifications
- Work history for the last five years
- Provide a description of one similar project completed by each individual on the team:
 - Attach Project Descriptions using the same format as the Firm's Project Descriptions and limit to one page
 - State the role this individual played on the reference project (i.e., project manager, implementation manager, technical support.)

3.4.1.4 Availability of Key Personnel

- Submit current workload and availability for each of the proposed resources.

3.4.1.5 Relevant Project Experience

- Identify the number of years of this firm has been providing similar solutions
- Identify the total number of similar solutions this firm has provided over the last seven years
- List the number of active similar systems the firm is currently supporting
- Identify any litigation resulting from any similar solutions provided by this firm

3.4.2 Technical Approach/Comprehensiveness of Plan

3.4.2.1 Design of System

Provide a brief summary, (maximum of two pages), of the proposed system in narrative form.

- Include a map of the system architecture
- Include a network topology map that shows the location of centralized components and distributed branch components

3.4.2.2 Number of the Desired Features by Category

- Answer yes or no to the attached check list in Appendix 8.
- If necessary add a comment to clarify how the firm will meet the County's criteria for a yes answer.

Define bandwidth requirement for each solution provided. Describe alternate solution to mitigate the negative impact of the bottleneck.

Wireless Printing Requirements

- The Proposer must identify all hardware and software elements of their system and any components that must be provided by the County.
- Describe and explain the purpose of all software components your solution needs for it to function in our environment, and specify which ones are included in your proposal. (Include any workstation application requirements, i.e.; client software, Java, Applets. Also, identify any database options that must be available with your solution.)
- Describe the security features and capabilities of your solution including: user sign-on and access, groupings of security designations, levels and types of access options, and terminal inactivity/session end options.
- Describe any recommended workstation and server requirements in your solution (i.e. applications required, which ports are used.)
- State recommended WAN/LAN requirements including protocols utilized, bandwidth for performance across a LAN/WAN, and ports recommended;
- List the software environments with which your system is compatible, and provide examples of locations where it is currently functioning.
- List any known compatibility challenges with our current technology environment.
- List the vendor remote support capabilities and state how the support staff can provide remote support to any servers or workstations (dial up analog modems are not acceptable).
- Address the following areas in your response:
 - List the tools included which aid in maintaining the system environment and provide a brief description of each tool.
 - Clearly state how the workstation software is updated.
 - Define in detail the redundancy that is built into your system.
- Provide a list of the accounting, PC, print and copy management data that can be collected and stored in your solution/system and accessed for reports.
- Provide a list of standard reports that are included with your solution, the type of reporting tool that is included, and any third party tool or software that is required to access your solution/system, for reporting purposes.

3.4.2.3 Source of Components Selected to Provide the Solution

Using Appendix 10, list and explain the purpose of all hardware and software components your solution needs in order for it to function in our environment and specify which components are included in your proposal. Include the following where applicable:

- Component Name
- Product Name, Model and Version
- Who is the Manufacturer of the Component?
- Is Prime or Subcontractor a Factory Authorized Provider (Yes or No)
- Does Prime or Subcontractor have Factory Authorized Technicians on the Team (Yes or No)
- Describe the purpose and function of this component
- Is this component installed at a branch location or the Central Data Center?

3.4.2.3.1 Centralized Architecture

The successful proposer must provide a centralized enterprise server solution at the central location that will support automation services to the remote branches and interact directly with the SIRSI applications and databases.

Please list the all components of the system and state where they are installed. Complete List#1, the Sample Worksheet, shown in Appendix 10, and provide the details of your system design and support strategy.

3.4.2.3.2 Level of Customization and Required to Interface with SIRSI

Provide a detailed description of the integration of all Automated Library Systems equipment features and how they interact as a unified system for the Atlanta – Fulton Public Library System’s County wide library operating system software applications. Current application is SIRSI Symphony 3.4.1.

Describe the level of customization required to interface your system to SIRSI. Provide an estimate of the professional service hours for each major component in order to interface the components to SIRSI. Also identify if the County will require additional professional services fees to upgrade these interfaces if SIRSI is upgraded to the next version. The items in list #2, (Appendix 11) should be identical to the items previously mentioned in list # 1, (Appendix 10).

3.4.2.3.3 Confirmation of Required Components Provided by Proposer

Does your solution contain all necessary hardware, software, and support services to provide a turn-key solution as requested by this RFP? If not, please explain any missing components from your solution.

3.4.2.4 Implementation Plan

3.4.2.4.1 Lead Times and Staging

The County is seeking to understand the following items as we review your plan:

- The Proposer's ordering process
- An explanation of all lead times
- Steps to stage equipment and verify operational readiness prior to installation
- The proposer's ability to meet each library project's construction master schedule
- The proposer's ability to handle schedule acceleration or slippage

3.4.2.4.2 Sample Project Plan

Please provide a sample project plan for a 25,000sf library branch illustrating your major tasks. The project plan must include the following items:

- Major tasks and milestones
- Estimated duration of the tasks
- Responsible team member
- Task Dependencies

Include the steps to install the software at the central data center and to install the components in lists 1 and 2 above; at a minimum the list must contain the following items:

- Automated book and materials return system that includes and a seven (7) bin sorter.
- Security gates and theft detection systems with people counter
- Conversion stations
- Patron Self-Checkout stations
- Inventory management hand-held wand
- Automated cash register
- Circulation desk staff workstations
- E-commerce (Credit Card Processing) module
- PC Reservation system
- Wireless Printing service
- Print Release system
- Appropriate software to integrate the entire package into the library's existing ILS system environment.

The sample project plan must include, but is not limited to the following steps:

1. Development of the Integrated Design and Technology Plan
2. Submittal of Integrated Design Plan for Review and Approval (allow minimum of two weeks)
3. Equipment ordering, purchase and delivery
4. Staging of equipment
5. Data migration and conversion of any collection items
6. Equipment Installation
7. System testing and owner approval
8. Education and training for Fulton County library staff and information technology technical support staff
9. Transition from installation to maintenance and support

3.4.2.4.3 Proposer's plan to handle schedule changes and slippage

Describe how your project plan schedule might be accelerated by four weeks to accommodate a construction schedule change and identify the ramifications.

Describe your process for handling a four week construction schedule delay and identify the ramifications.

3.4.2.5 Support and Maintenance Plan

3.4.2.5.1 Support Plan

- State the firm's escalation procedures from initial call to tier 4 (manufacturer support) including time it takes to escalate a call from level 1 to level 4.
- State the firm's support in the hours needed by the Library
- State the firm's process for providing a single point of contact for all system problems or component failures
- Explain the firm's service level agreement and show how it matches the County's requirements

3.4.2.5.2 Training Plan

- Explain the initial and future training provided for library and technical support staff (including when upgrades are implemented).
- Explain the training material provided for staff and updates when future training is implemented (will hard copies and DVD's be provided?)
- Does your firm have a "Train the Trainer" solution or can one be implemented?

3.4.2.5.3 Technology Adoption Plan

- Explain the initial training provided for library staff to assist staff in teaching patrons to use the new self-service technology.

3.4.3 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 five (5) 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.

3.4.4 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 two (2) 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.

3.4.5 Cost Proposal

1. Initial installation fees
 - a. Hardware equipment cost in Year 1
 - i. List all hardware components by library branch location and the cost of each individual component and the total cost for each library.
 - ii. List any installation or Professional Services fees for each component by library branch location and the cost of the installation. All labor rates must be loaded costs.
 - b. Software license cost
 - i. Per seat costs (annual fee per year)
 1. List all software licenses and number of seats by library branch location and the cost of each individual seat and the total cost for each library.
 - ii. The County to convert to from a per seat price to an enterprise license when it becomes practical.
 - iii. List any professional service fees to install software, test, and certify operational readiness. All labor rates must be loaded costs.
 - c. Training (People and Departments)
 - i. List all instructor led end-user training fees by library branch location and the cost for each individual student and by class and course. List the total cost for each library. Indicate whether this training is on-site or at proposer's location.
 - ii. List all instructor led IT support training fees by library branch location and the cost for each individual student and by class and course. List the total cost for each library for on-site training.
 - d. Documentation hard copy manual costs and DVD costs.
 - e. Maintenance and Support Cost
 - i. The Proposer must identify and include the cost of maintenance and support of software and equipment, including service and advance technical support.
 - ii. Help desk support year 1.
 - iii. Level 2 through 4 technical support year 1.
 - f. Implementation Professional Service Fees
 - i. The County defines a billing hour as 59 minutes of work performed.

2. Recurring fees

- a. List software license upgrades or per seat increases by license per year for the next 3 years.
 - i. Per seat costs (annual fee for year 2 and 3)
 1. List all software licenses and number of seats by library branch location and the cost of each individual seat and the total cost for each library.
 2. List any installation or Professional Services fees for each license by library branch location and the cost of the installation. All labor rates must be loaded costs.
- b. Hardware replacement and upgrade costs (year 2 and 3)
 - i. List all hardware components by library branch location and the cost of each individual component and the total cost for each library.
 - ii. List any installation or Professional Services fees for each component by library branch location and the cost of the installation.
- c. Recurring training cost in year 2 and 3
 - i. List all instructor led end-user training fees by library branch location and the cost for each individual student and by class and course. List the total cost for each library. Indicate whether this training is on-site or at proposer's location.
 - ii. List all instructor led IT support training fees by library branch location and the cost for each individual student and by class and course, for on-site training.
- d. Maintenance and Support Cost
 - i. The Proposer must identify and include the cost of maintenance and support of software and equipment, including service and advance technical support.
 - ii. Help desk support year 2 and 3.
 - iii. Level 2 through 4 technical support year 2 and 3.
- e. Third party costs

List any cost not previously identified in this proposal, list initial and recurring costs.

SECTION 4

4 EVALUATION CRITERIA

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

Detailed Evaluation Criteria Weighting Table

Proposal Section	Section Title	Evaluation Criteria Points Assigned	Total Points for this Category
3.4	Technical Proposal Format and Content		
3.4.1	Qualifications		
3.4.1.1	Firm Qualifications		
	Authorized manufacturer’s representative with the appropriate channel distribution rights and manufacturer certified technicians	2	
	Relevant industry certifications of the firm(s)	2	
	Subtotal Firm Qualifications		4
3.4.1.1.1	Firm Experience		
	Similarity of Projects and Number of Reference Project Descriptions Completed	4	
3.4.1.5	Relevant Project Experience	4	
	Subtotal Firm Experience		8
	Team Qualifications		
3.4.1.2	Qualifications of Key Personnel for Duration of the Program		
	Qualifications of Project Manager	2	
	Qualifications of Project Manager	2	
3.4.1.3	Team Member Resumes		
	Qualifications of Team Members	2	
3.4.1.4	Availability of Key Personnel	2	
	Subtotal Team Qualifications		8
3.4.2	Technical Approach/Comprehensiveness of Plan		
3.4.2.1	Design of system	7	
3.4.2.2	Number of the desired features by category	8	
3.4.2.3	Source of Components Selected to Provide the Solution	3	
3.4.2.3.1	Centralized or Decentralized Architecture	5	
3.4.2.3.2	Level of Customization and Required to Interface with SIRSI	8	
3.4.2.3.3	Confirmation of Required Components Provided by Proposer	2	
	Subtotal Points for Design of System		33

Proposal Section	Section Title	Evaluation Criteria Points Assigned	Total Points for this Category
3.4.2.4	Implementation Plan		
3.4.2.4.1	Lead Times and Staging	2.5	
3.4.2.4.2	Sample Project Plan	5	
3.4.2.4.3	Proposer's plan to handle schedule changes and slippage	2.5	
	Subtotal Points for Implementation Plan		10
3.4.2.5	Support and Maintenance Plan		
3.4.2.5.1	Support Plan	5	
3.4.2.5.2	Training Plan	2.5	
3.4.2.5.3	Technology Adoption Plan	2.5	
	Subtotal Points for Support and Maintenance		10
3.4.3	Local Preference	5	5
3.4.4	Service Disabled Veterans Preference	2	2
3.4.5	Cost Proposal	20	20
	Total Points	100	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 (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

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

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

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

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

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

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

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____
(Signature)
(Printed Name)

Notary: _____ Date: _____ My Commission Expires: _____

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

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

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

PURPOSE:

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

MONITORING POLICY:

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

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

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

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

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

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

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

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

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

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

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

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

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

Insurance and Risk Management Provisions Library System Automation and Integration

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
-------------------------------	-----------------	-------------

(Including operation of non-owned, owned, and hired automobiles).

- | | | |
|---|-----------------|-------------|
| 4. UMBRELLA LIABILITY
(In excess of above noted coverages) | Each Occurrence | \$1,000,000 |
| 5. ELECTRONIC DATA PROCESSING LIABILITY and CYBERSPACE/ONLINE LIABILITY | Limits | \$1,000,000 |
| 6. ELECTRONIC ERRORS & OMISSION LIABILITY
*Completed Operations – Statute of Repose for state of GA | Each Occurrence | \$1,000,000 |

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

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

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

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

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

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

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

Important:

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

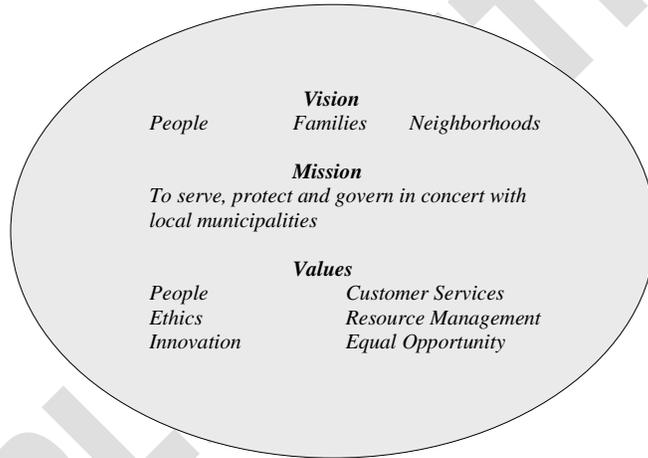
NAME: _____ TITLE: _____

DATE: _____

SECTION 8
PROFESSIONAL SERVICES SAMPLE CONTRACT



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
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
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- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONSULTANT
- ARTICLE 18. RESPONSIBILITY OF CONSULTANT
- ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE

Exhibits

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

APPENDICES

- APPENDIX 1: POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS
- APPENDIX 2: APPLICATION FORMS *(Example)*
- APPENDIX 3: PROCEDURES *(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.

SAMPLE CONTRACT

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

SAMPLE CONTRACT

EXHIBIT A
GENERAL CONDITIONS

SAMPLE CONTRACT

EXHIBIT B
SPECIAL CONDITIONS

SAMPLE CONTRACT

EXHIBIT C
SCOPE OF WORK

SAMPLE CONTRACT

EXHIBIT D
PROJECT DELIVERABLES

SAMPLE CONTRACT

EXHIBIT E
COMPENSATION

SAMPLE CONTRACT

EXHIBIT F
PURCHASING FORMS

SAMPLE CONTRACT

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

SAMPLE CONTRACT

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

SAMPLE CONTRACT

APPENDIX 1

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.

Cost Proposal Summary

**SECTION 9
EXHIBITS**

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.

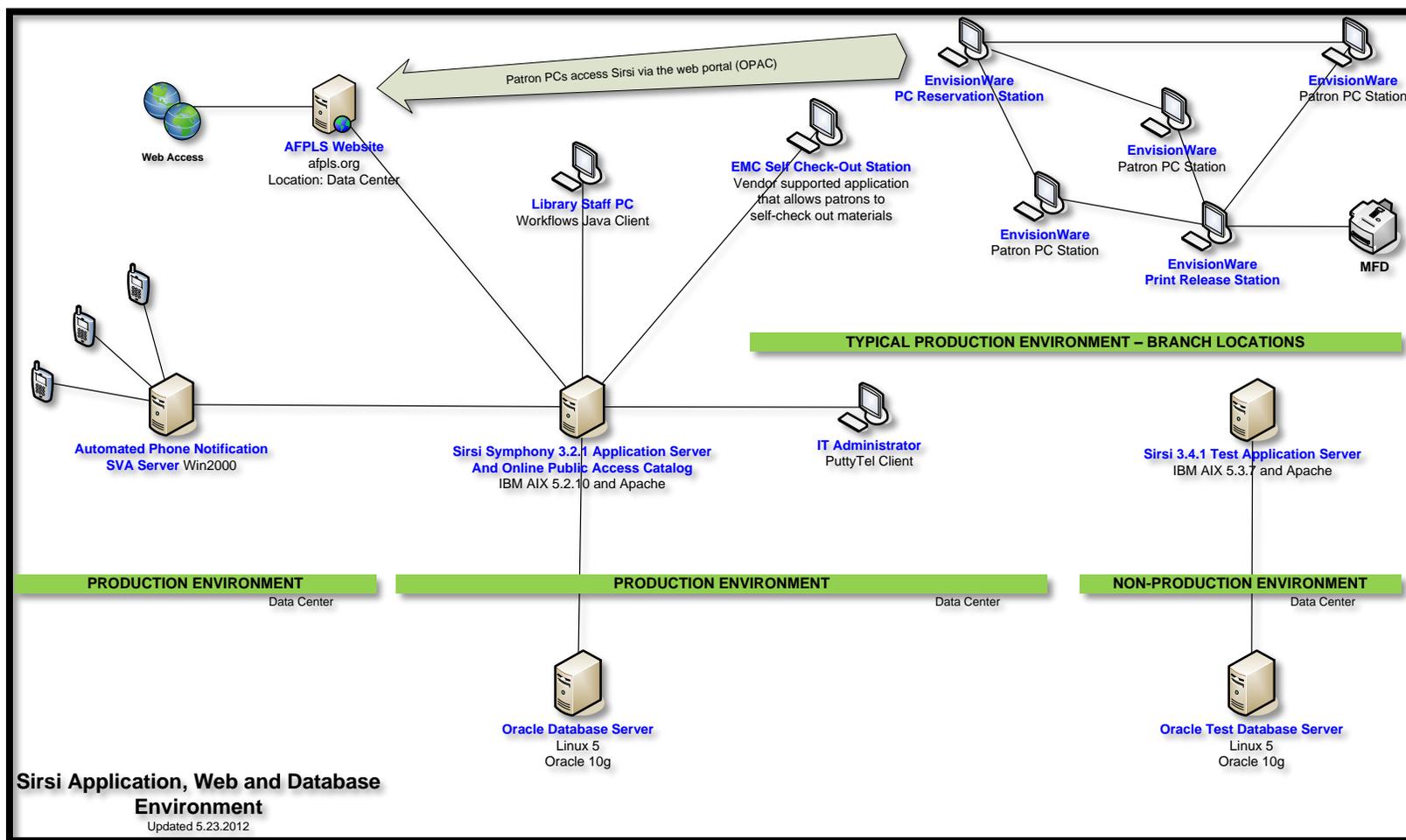
Submit one (1) Original proposal and five (5) CD’s as required in Section 3.1.2 of the RFP.

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	Executive Summary Technical Approach/Detailed Work Plan Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Local Preference Disclosure Form and Questionnaire	
9	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror	
10	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2	

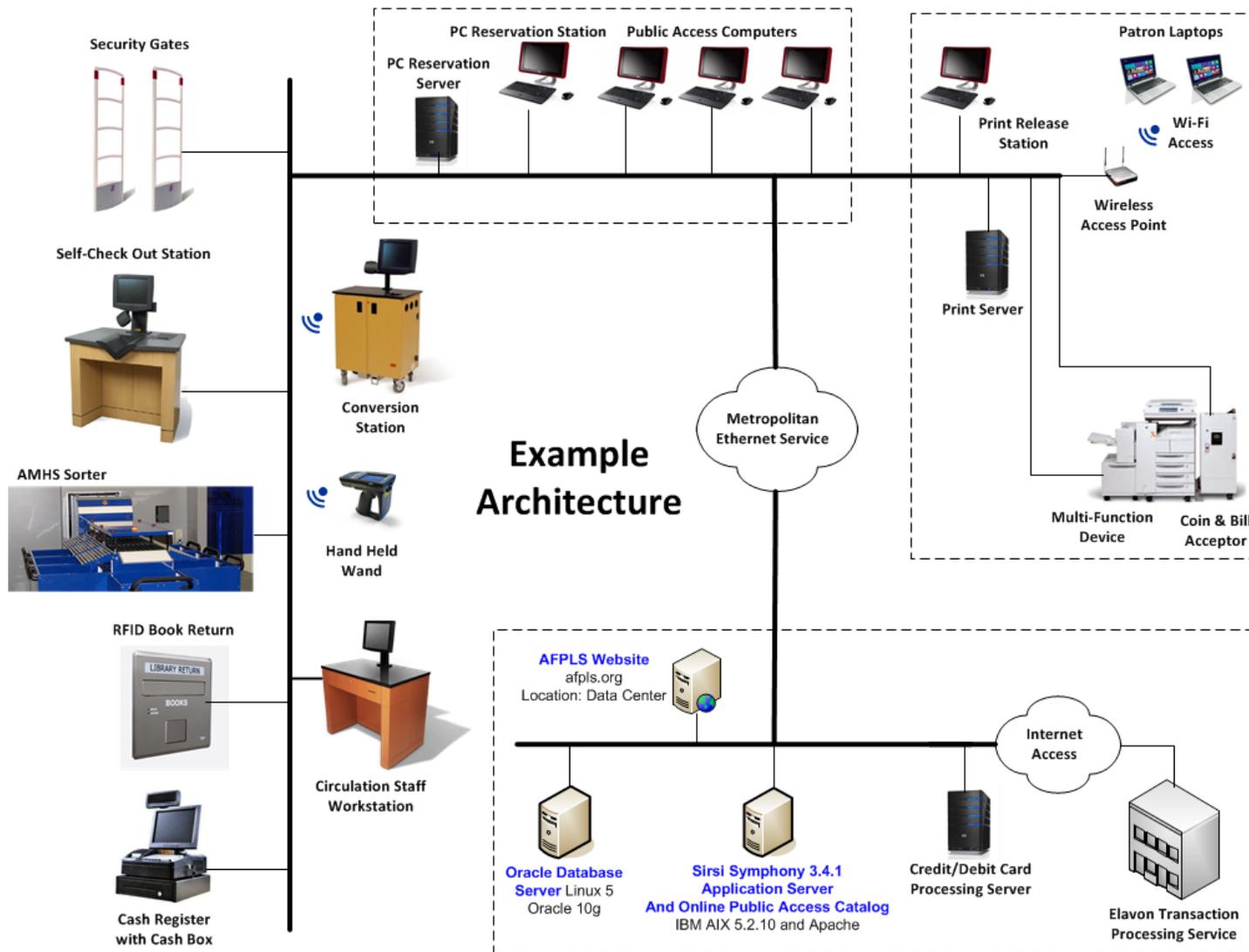
Cost Proposal Summary

	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)	

Appendix 1- Current ILS Architecture



Appendix 2 – Example Integrated Architecture



Appendix 3 - Acronym Dictionary

Atlanta-Fulton Public Library, (AFPL)
Automated Materials Handling System (AMHS)
BIC - Library Communications Framework (BLCF)
Book Industry Communications (BIC)
Department of Information Technology (DoIT)
Integrated Library System (ILS)
Local Area Network (LAN)
NISO Circulation Interchange Protocol (NCIP)
Notice to Proceed (NTP)
Radio Frequency Identification, (RFID)
Request for Proposal (RFP)
Secure Socket Layer (SSL)
Session Initiation Protocol (SIP)
Simple Mail Transfer Protocol (SMTP)

Appendix 4 - A Design Construction Timeline

Location	Design Start	Substantial Completion	Grand Opening
Alpharetta Branch L001 Public Library	Dec. 2011	July 2014	Oct. 2014
East Roswell Branch L002 Public Library	Dec. 2011	April 2014	July 2014
Milton Public Branch Public Library L003	Sept. 2012	July 2014	Oct. 2014
Northwest Branch Public Library L004	March 2013	Dec. 2014	March 2015
Palmetto Branch Public Library L005	April 2012	Mar. 2014	July 2014
Southeast Atlanta Branch Public Library L006	May 2013	Dec. 2014	April 2015
Steward-Lakewood Branch Public Library L007	Feb. 2013	Nov. 2014	Feb. 2015
Wolf Creek Branch Public Library L008	Dec. 2011	April 2014	July 2014
Auburn Avenue Research Center L009	May 2012	Dec. 2014	March 2014
South Fulton Branch Public Library L010	May 2013	Feb. 2015	July 2015

Appendix 5 – Overview of Each Library Project

Alpharetta Branch Public Library. New Construction of a 25,000 square foot library.

East Roswell Branch Public Library. New Construction of a 15,200 square foot library.

Milton Public Branch Public Library. New Construction of a 25,000 square foot library

Northwest Branch Public Library. New Construction of a 25,000 square foot library

Palmetto Branch Public Library. New Construction of a 10,500 square foot library

South Fulton Branch Public Library. A renovation and addition of 10,000 square feet to create a 25,000 square foot facility

Southeast Atlanta Branch Public Library. New Construction of a 15,200 square foot library

Wolf Creek Branch Public Library. New Construction of a 25,000 square foot library

Steward-Lakewood Branch Public Library. New Construction of a 25,000 square foot library

Auburn Avenue Research Center. A renovation and addition of 25,000 square feet to create a 50,000 square foot facility

AMHS Sorter Space

The following libraries have space reserved to accommodate an AMHS bin sorting system.

- Alpharetta Branch Library
- Milton Branch Library
- Northwest Atlanta Branch Library
- Stewart Lakewood Branch Library
- Wolf Creek Branch Library

Appendix 6 - Library Branch Components and Quantities

Phase I Branch Name	RFID Tags	RFID Circulation Staff Work Station	RFID Self- Check Stations	RFID Conversion Stations	RFID Hand Held Scanner	RFID Enabled Book Drop	RFID Door Detection System	RFID Automated Materials Handling Sorting System	Number of Public Computers Controlled by PC Reservation System	Print Release Computers	Automated Cash Register
Alpharetta Branch Library	85,000	1	4	0	1	2	1	1	42	2	1
Auburn Ave Branch Library	200,000	1	0	1	4	0	3	0	50	1	1
East Roswell Branch Library	0	1	2	1	1	2	1	0	33	1	1
Milton Branch Library	0	1	4	1	1	2	1	1	30	2	1
Northwest Atlanta Branch Library	100,000	1	4	0	1	2	1	1	32	2	1
Palmetto Branch Library	0	1	2	0	1	2	1	0	27	1	1
South Fulton Branch Library	100,000	1	4	1	1	2	1	0	30	2	1
Southeast Atlanta Branch Library	0	1	2	0	1	2	1	0	21	1	1
Stewart Lakewood Branch Library	100,000	1	4	0	1	2	1	1	42	2	1
Wolf Creek Branch Library	0	1	4	1	1	2	2	1	28	2	1

Appendix 8 – Features Checklist

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
3.3.5	AMHS Overall Requirements			
1	Solution must provide all application-specific software to incorporate all hardware (security detection systems, patron self-checkout stations, inventory wand, and book return system), the circulation RFID tags, and any other RFID-related hardware into the system.			
2	Vendor product must be certified in the SIRSI Dynix's SIP2 Certification Program, an original certification program for the standard interchange protocol, version 2 (SIP2). This enables third-party vendors to ensure that their SIP2-compliant products integrate seamlessly with SIRSI Dynix systems.			
3	The system must not interfere with other equipment, automated library system clients or PCs, watches, or pacemakers that may be nearby.			
4	The proposed system must be able to connect through the Library's Ethernet network via an RJ-45 connector or wireless access point.			
5	The proposed system must offer a comprehensive messaging solution that allows staff to receive immediate alerts for activity at self-checkout stations, security gates.			
6	The proposed system must utilize Simple Mail Transfer Protocol (SMTP) to send emails for applications. An Exchange Distribution List will be provided by the owner who will have administrative rights to add/change personnel that needs to be notified.			
7	System must capable of self-diagnostics and identify its current status via e-mail every morning at each installation. The system must be capable of getting the email address from a Microsoft Exchange distribution list provided by the owner at the time of installation.			
8	The system uptime shall be 99.6% availability measured across a rolling three month period not including scheduled maintenance.			
3.3.6	Radio Frequency Identification (RFID) Tag Requirements			
1	A propriety RFID tag is not acceptable.			
2	Tags must be tested for over 100,000 read/write cycles and be guaranteed for the life of the items to which they are applied.			
3	Proposer must name its RFID tag source and format and state quality assurance guarantees.			
4	The proposed RFID tags for the Automated Library Equipment system must be tags that operate at 13.56 MHz.			
5	The proposed RFID tags for Automated Library Equipment system must have a minimum memory of 1,024 bits.			
6	All data on each RFID tag, including the item identifier field, must be fully re-writeable.			
7	The Automated Library Equipment system must allow the option to lock and unlock item barcode number.			
8	The RFID tags must enable the security status to be stored directly on the tag and must trigger an immediate alarm if an item not charged is read by the gate detection systems.			
9	The RFID tag must have portions of memory that can be locked (for item number) and portions that can be re-programmed (branch and/or shelving location code). Each memory portion must be able to be locked independently of other portions or not be locked at all.			
10	The RFID tags must be offered in clear, white blank, generic library or library-customized versions.			
11	The RFID tags must provide both security and inventory control functionality.			

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
12	The RFID tags must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.			
13	The RFID Automated Library Equipment system tags must be adhesive-backed and one piece (tag and label integrated into one piece) to adhere to library materials without addition of an adhesive cover label.			
14	The RFID tags shall be fully compliant with ISO 18000-3 Mode 1, and include both mandatory and optional commands specified in ISO 15693-3. It must also adhere to the ISO 28560-2 standard for North American libraries.			
3.3.7	RFID Circulation Staff Workstation Requirements			
1	The RFID Circulation Staff Workstations must have a thin (less than ½") antenna that provides easy installation.			
2	The RFID Circulation Staff Workstations must be able to mount in the work surface of an information desk for aesthetic appearance and to prevent physical damage.			
3	To ensure the library has installation options that best meet the needs of each building, the RFID Circulation Staff Workstations should offer antennas that provide side-shielding, full shielding and extra-large antennas with full shielding.			
4	The RFID Circulation Staff Workstations readers must function when positioned under the Library slate, granite, wooden or laminate-topped desks.			
5	The RFID Circulation Staff Workstations must have an RFID read range of 8 inches minimum for book tags. This must allow multiple items with RFID tags to be checked in or out at the same time.			
6	The RFID Circulation Staff Workstations must provide dual function: capable of processing RFID tags or bar codes in the same circulation transaction.			
7	The RFID Circulation Staff Workstations readers must be able to read tags and display the information thereon instantaneously on the staff work station.			
8	The RFID Circulation Staff Workstations must be certified in the SIRSI Dynix's SIP2 Certification Program, an original certification program for the standard interchange protocol, version 2 (SIP2). This enables third-party vendors to ensure that their SIP2-compliant products integrate seamlessly with SIRSI Dynix systems.			
9	The library's standard ILS checkout and check-in screens must remain open and fully operational at all times, while still receiving notifications from transactions at Self-Check Stations.			
10	The RFID Circulation Staff Workstations must reset security flag on an item within one second after changing the security status on an item.			
11	The RFID Circulation Staff Workstations must offer system and/or methodology for handling holds.			
12	The RFID Circulation Staff Workstations must provide a displayed count of the number of items processed simultaneously to ensure complete check-in/out transaction processing.			
13	The system must have the ability to read, program, and reprogram RFID tags.			
14	The system must be able to handle varying bar code locations and orientations.			
15	The RFID Circulation Staff Workstations must be able to work with a list management system (a list of items to be removed from the Library), to automatically alert staff to weed an item upon scanning the barcode, before applying an RFID tag.			
16	RFID client software must be capable of running in Windows XP, Windows 7 and Windows 8 at a non-administrative level.			
17	The staff application must work with all types of ILS clients: Windows-based, Java-based, web-			

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
	based using SIP, SIP2, SIP3 or NCIP.			
18	Device must be capable of displaying shelving location codes.			
19	This device is to be optimized for staff use and must not be an application that is the same as the patron Self-Check application.			
3.3.8	Self-Check Station Requirements			
1	The Self-Check Station units must be able to read item-specific identification numbers, communicate to the host circulation system to update the Library's inventory, and turn security off for checked items. This feature must allow the items to pass through the security gates without sounding an alarm.			
2	The Self-Check Station must be dual function – capable of processing RFID tags and bar code items in the same transaction.			
3	After being unable to detect an RFID tag in an item, station must automatically produce a display requesting that the patron scan the item's bar code.			
4	The Self-Check Stations must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.			
5	The Self-Check Stations must read the Bar-Code cards currently in the Atlanta Fulton County library System, and must be able to facilitate a migration to RFID technologies.			
6	The proposed Self-Check Stations must include the ability to be built-into the millwork at the information desks and other counters and workspaces in the library.			
7	Proposer must coordinate the installation of the technology in the information desk with other trades for counters and millwork.			
8	The Self-Check Station must be able to check at least 4 RFID items in a stack.			
9	The Self-Check Station must have customizable instructions that can be configured by the user for appearance. This customization must include logo, wording, languages and colors without altering HTML code.			
10	The system must provide a minimum of 4 languages at the base rate cost. English and Spanish must be included among the four options. All languages must be customizable by each branch.			
11	The Self-Check Stations must have the ability to locally print out Library specified information for a patron transaction on a single receipt. Such receipt must include library identity, hours, transaction type, items loaned/renewed, and fees (if any) that has been paid and/or is outstanding. The patron must have the option to have the receipt emailed. The station must have the ability to provide customized receipt messages in the patron's language.			
12	Each Self-Check Station must be able to send a copy of each transaction or receipt to a network printer located at the information desk.			
13	The Self-Check Station must be able to be remotely monitored from any staff station within the library that also is connected to the ILS in the same network.			
14	The Self-Check Station must be capable of reading item barcodes located in various locations, including inside or outside, top or bottom of the front or back cover, or inside on the top or bottom of the front or back fly page.			
15	The Self-Check Station should have a customizable interactive display based on user and item status. The Self-Check Station must meet applicable accessibility guidelines including features such as a large touch screen interface: user selectable high-contrast interface and large type size.			
16	The Self-Check Station must block check out patrons and/or items that are blocked by the library's ILS with instantaneous system alert that can be programmed to display on staff computer(s).			

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
17	Self-Check Station software must be capable of confirming the number of items being checked out before the transaction has been completed. A "running receipt" must be available on screen indicating which items have been successfully checked out and which items patron has unsuccessfully attempted to check out.			
18	The Self-Check Station must maintain full functionality when offline and maintain record checked when the ILS is offline, and then automatically upload transactions when the ILS is back online. All transactions shall remain in the internal memory of the unconnected Self-Check Station for a minimum of 7 days.			
19	The Self-Check Stations must provide performance statistics. Data must be detailed by day of the week and hour of the day. Data must include: Number of transactions, type of transaction, number of successful and unsuccessful transactions, comparisons between Self-Checkout units, language used, items renewed.			
20	The Self-Check Station must allow staff to monitor the status of individual or multiple Self-Check Stations within a branch or system-wide. The Self-Check Station must be capable of sending an alert to staff regarding the status of a Self-Check Station, including if patron requires assistance, receipt paper is running low, Self-Check Station has gone offline, return bins are full. Staff must be able to perform this function by logging in to a web interface on any staff station.			
21	The Self-Check Station must permit either the Proposer or the DoIT staff to remotely configure individual or multiple Self-Checkout stations within a branch or system-wide by logging in to a web interface (VPN). This interface must permit minor debugging by remote individuals.			
22	The Proposer must identify and include the cost of maintenance and support of software and equipment, including service, parts and consumables. (Provide details on pricing sheet).			
23	The Self-check stations must be certified in the SIRSI Dynix's SIP2 Certification Program, an original certification program for the standard interchange protocol, version 2 (SIP2). This enables third-party vendors to ensure that their SIP2-compliant products integrate seamlessly with SIRSI Dynix systems.			
24	Self-check station must Integrate the DVD Unlocking device or operate it as a stand-alone device.			
3.3.9	Conversion Station			
1	The width of the conversion station should be no greater than 30".			
2	Converting an object of an existing collection must require no more than a computer, barcode / optical scanner, and RFID reader in addition to software, all of which can be placed on a mobile cart (also a shelf inventory station), so that the complete operation can be performed in the stacks.			
3	The Conversion Station must operate on rechargeable batteries and should not require an AC connection to operate. System must be equipped with a visual and mutable audio alarm to identify when the system has less than 20% available run-time or memory.			
4	The Conversion Station must provide two label dispensers, one for standard print item tags and one for media item tags.			
5	The Conversion Station must be able to function in standalone mode, without requiring an interface with the ILS.			
6	The optical scanner must have a visible scan line to facilitate correct placement of material on the conversion station.			
7	The Conversion Station must be configured for flexibility in optically scanning various sizes and shapes of items.			
8	The Conversion Station must be able to weed items by uploading and reading a weed list (a list of items to be removed from the Library) during the conversion process, automatically alerting staff to weed an item upon scanning the barcode.			

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
3.3.9.1	Process of tagging collections			
1	During tagging process, the Conversion Station must automatically interrupt and display a descriptive error if the bar code scanner fails to scan all digits in the bar code.			
2	The Conversion station should perform an immediate confirmation read of a newly created programmed tag to ensure that the tag has been written exactly as intended.			
3	The Conversion station programming application must be able to perform a confirmation read of tags in one-at-a-time or multiple-mode, so the staff can see all data programmed onto tags.			
4	When a Conversion station tag programming errors occur, the system must react instantaneously with audible and visual alerts.			
3.3.10	Portable Handheld Reader Requirements			
1	The portable handheld reader must feature an easy-to-use, 3 to 4 inch diagonal display screen display.			
2	The portable handheld reader must feature one full watt of power, an integrated RFID and barcode scanner and a simple method of inputting information.			
3	To ensure maximum read capacity the portable handheld reader must have an RFID antenna that is at least four inches long.			
4	The portable handheld reader must have built-in diagnostics for troubleshooting.			
5	The portable handheld reader must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read and be capable of reading no fewer than ten items of a thickness of 1/8" thick or more per second with 99% accuracy.			
6	The portable handheld reader system must have the capacity to read multi-line, fixed-length-field, or delimited-field records from an electronic file containing shelf or search lists and create a portable database for use in a portable handheld RFID reader.			
7	The portable handheld reader must accommodate data collection simultaneously with other functions.			
8	The handheld reader must direct the user to items on "pull" lists or user defined lists including search for hold items, and provide a method to track which items have been found and which have not.			
9	The portable handheld reader must accommodate data collection of up to one million items to collect, and store identifiers of items scanned, and store those items in user-defined categories for upload the ILS.			
10	Reader must be able to automatically save scanned items data for upload into or download from the ILS' inventory module without requiring removal of a memory card for transferring data.			
11	The hand held reader must provide the ability to sort items on a shelf or cart.			
12	The reader must have a search/locate function.			
13	The reader must allow a user to identify individual items that have not been properly checked out and have caused an alarm of the detection system. This capability must also allow the user to scan items on library carts or shelves to identify individual items that have not been properly checked in.			
14	The reader must validate item identifier (barcode) data from input lists and provide a log of errors found.			

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
15	The portable handheld reader must have an audible tone and visible indicators to verify item has been identified. The audible tones shall be adjustable by the user.			
16	The proposed portable handheld reader must operate without cords and/or cables. If the unit contains an external antennae it must be a flexible swivel or movable RFID antenna for ease of use.			
17	System must be able to scan shelves by passing the reader along the base of book shelves without having to stop for each item.			
3.3.11	RFID-Enabled Book Drop			
1	Book return must enable returned item to be identified in the ILS instantaneously as having been returned and updated the patron account.			
2	Book return must be capable of printing a report for all items returned, and for returned items that are on hold. The return should display an alert on a staff computer when items that are on hold pass through the return.			
3	Book return must have a receipt printer with user defined option not to print a receipt upon return.			
4	Book return must be designed so as to function as part of the automated sorting equipment.			
5	Book return must be able to process library materials without damaging or erasing magnetic media (e.g. video cassettes).			
6	Return must have "store and forward" capability that must capture information when the library's server is down. The system must be able to operate in offline mode during loss of ILS host communications or network outages.			
7	Patrons are not required to use their library cards at the book drop. The book return must not require patrons to interface with the ILS in order to place items in the book drop. Patrons must be allowed to use the book drop and behave the way they normally would with a non-RFID drop. The book return must not require a touch screen or patron computer interface in order to operate.			
8	The bar code and RFID tag reader must be able to read tags on items without regard to their orientation on the belt or table.			
9	The opening in the book drop shall not be less than 18" W X 3 ¼" H.			
3.3.12	Security Detection System Requirements			
1	The proposed system must have a read range of no less than thirty-six inches (36") in either direction of each gate.			
2	The security gate must be manufactured using transparent material, with a base that can be matched to the finishes of the décor.			
3	The proposed system must use 13.56 MHz ISO 15693-3/ISO 18000-3 mode 1 RFID technology. The security gate provider manufacturing facility must be ISO 9001 certified.			
4	Security pedestals must not damage or erase magnetic material or disrupt phones, watches or pace makers.			
5	Pedestals must have the option for staff to remotely access patron counter stats and reset counters to zero via an Ethernet connection to the library's network.			
6	Security gate systems must have an integrated radar patron counter, and not an Infra-Red counter.			

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
7	The security gates must perform bi-directional patron counting to count patrons entering and leaving the facility.			
8	The proposed system must be able to issue visible and audible warnings.			
9	The detection system must provide instantaneous software alerts for staff indicating the reasons for alarm, including title of item(s) and whether or not it was properly checked out. Alarms must be configurable to be sent to multiple workstations by the staff to allow alarms to be displayed at manager's office, circulation desk, or an assigned individual.			
10	The detection system gate software must provide a set of reporting tools including the ability to identify the specific item that has not been checked out, report of total security alerts, total patron counts, peak volumes and peak periods.			
11	The proposed system must provide item security even when the Library's ILS or network is off-line or not functioning.			
12	Self-diagnostics functionality is required.			
13	In order to conserve energy when the gates are not in use, the gate systems must have a standby mode for energy savings. The gate systems must activate to full power when a person enters the radar patron counter detection zone.			
14	The proposed system must be installed without visible cables (i.e. recessed conduit under the finished floor).			
3.3.12.1	Automated Materials Handling Sorting System Requirements			
1	Sorting system must be able to sort materials into a minimum of 7 bins, and be capable of adding additional bins at a later time.			
2	Items must be instantly checked into the circulation system.			
3	In the process of sorting the materials the RFID tags' security flag must be reactivated to allow the item to activate the security gates.			
4	Sorting software must interface with library's database through SIP in order to separate holds from other items.			
5	System must have an option for printing holds tickets for each item on hold as it is accepted into the system, listing the item title and name and ID number on the requesting patron.			
6	Proposer must provide both RFID and bar code sorting systems.			
7	Sorting system must be able to process a minimum 2,400 items per hour.			
8	Proposer must offer upgrade programs to ensure that the library is able to grow as needs dictate. Please describe.			
9	The sorting system should be able to function at decibel levels lower than 61db allowing staff nearby to work without distraction. The maximum level shall be 60dB.			
10	Automated sorting equipment must be capable of distributing returned items into separate bins according to customizable criteria established by the library using information provided from the library's database or from the RFID tag.			
11	System must have capability to capture information even when the library's server is down for relay after service to the server has been restored.			
12	Staff must be able to change sort criteria within the sorting software as necessary on a demand basis.			
13	Sorting software must distribute items that have no RFID tag or damaged RFID tags into a separate bin.			

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
14	System must provide indication when bins are full.			
3.3.13	Self-Service Printing			
3.3.13.1	Self-Service Printing System Requirements			
1	The solution must support printing from Public Use Computers and it must also support printing from a patron's computer that is connected to the library's Wi-Fi network.			
2	The system must provide at least 95% uptime based on three month rolling average including scheduled maintenance.			
3	The Proposer's software must provide print management and control. The software must integrate print and copy, payment control. The system must provide software to manage PC printing from Public Use Computers to network printers and interface with County provided multi-function devices (MFD) (copy, scanner, and printer) machines. The system must also integrate with SIRSI/Dynix Symphony ILS.			
4	The Proposer's hardware shall include or consider but not be limited to: copiers, printers, print servers, card readers, vend stations, encoders, receipt printers, bar code scanners, print release stations, sign-up stations for PCs, queue monitors and administrative workstations needed to manage the Proposer's solution and create reports or perform diagnostics.			
5	The Proposer must identify all hardware and software elements of their system and any components that must be provided by the County.			
6	The Proposer must identify and include the cost of maintenance and support of software and equipment, including service, parts and consumables. (Break out on pricing sheet).			
7	Describe and explain the purpose of all software components your solution needs for it to function in our environment, and specify which ones are included in your proposal. (Include any workstation application requirements, i.e.; client software, Java, Applets. Also, identify any database options that must be available with your solution.)			
8	Describe the security features and capabilities of your solution including: user sign-on and access, groupings of security designations, levels and types of access options, and terminal inactivity/session end options.			
9	Describe any minimum workstation and server requirements in your solution (i.e. applications required, which ports are used.)			
10	Specifically describe WAN/LAN capabilities including protocol utilized and/or supported; performance across a WAN versus a LAN; remote management capabilities either built into your system or provided separately.			
11	List the software environments with which your system is compatible, and be able to provide examples of locations where it is currently functioning. Also, specifically list any known compatibility challenges with our current technology environment.			
12	List the vending devices with which your system is compatible.			
13	List the vendor remote support capabilities and state how the support staff can provide remote support to any servers or workstations.			
14	Address the following areas in your response:			
a.	List the tools included which aid in maintaining the system environment and provide a brief description of each tool.			
b.	Clearly state how the workstation software is updated.			
c.	Define in detail the redundancy that is built into your system.			

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
15	Provide a list of the accounting, PC, print and copy management data that can be collected and stored in your solution/system and accessed for reports.			
16	Provide a list of standard reports that are included with your solution, the type of reporting tool that is included, and any third party tool or software that is required to access your solution/system, for reporting purposes.			
3.3.13.2	Printing from Public Use Computers			
3.3.13.3	Print Notification to User			
3.3.13.4	Print Release Additional Requirements			
3.3.14	Wireless Printing from Patron Devices			
1	The wireless printing drivers must support Window's based laptops using Microsoft Windows XP, Windows 7, Windows 8 operating systems.			
2	The wireless printer drivers must support Mac based laptops using IOS 9 and 10.			
3	Allow for printing from Smart Phones (including iPhone, Android, and Windows based).			
4	Allow for printing from Tablet Computers (including iPad, Android, and Windows based).			
5	System must allow patrons to download the appropriate drivers to interface with the Print/Release Servers from their personal computer or device. The drivers that are installed on the user's device must be removed when the patron ends their session with library and logs out of the system.			
6	The printer drivers must use predefined ports to communicate with the printer server so that the Library's network security is not compromised. The County will only open ports on the firewall required for device communications with the printer to allow the patron's device to access the printer server.			
3.3.15	Print release stations			
3.3.15.1	Patron Capabilities:			
1	The system must authenticate library patron's logon against the SIRSI ILS patron database and verify payment from the user accounts balance. If the user account does not have appropriate credit to pay for the print services the system must allow the user to pay from a coin box or credit/debit card at the print release station or the multi-function device.			
a.	The system must display number of pages and cost at Public Use Computer.			
b.	Patron has the options for viewing, releasing, canceling pending print request.			
c.	The system must request patron confirmation before sending print request to print server.			
d.	The system allows the print request to be managed from the printer server or a staff computer.			
e.	Payment is required prior to printing.			
f.	The system should include a coin/bill/credit card payment package or interface with a third-party package that is supported by the Proposer.			
g.	The system requires identification and password for patron to print at the print server.			
h.	The patron is only allowed to view their print requests.			
i.	In case of a failure of the printer location the system should allow a secondary printer location to be selected.			

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
2	Currently the system must interface with the County's Elavon Transaction Processing service accessed by the internet from the branch library location to process credit and debit card transactions. This requirement must be handled using the Credit/Debit Card Transaction Processing System Interface described later in this document.			
3	System must not store any credit or debit card information locally or on County's computers or in the ILS database.			
3.3.15.2	Staff Capabilities:			
1	The system is managed by a staff controlled PC at each branch.			
2	Staff has the control options for viewing, releasing, canceling pending print requests.			
3	The system is configurable to keep print requests until a specified time.			
4	The system must allow staff to print requests or individual pages of a request for a patron.			
5	The system must allow staff to override charges for print requests.			
6	The system must provide statistical reports including material usage and payments by branch.			
3.3.16	Print Servers			
	All system software must be compatible with Microsoft Windows Server 2008 and 2012 or Lynx operating systems. The print server must allow a patron using either Microsoft Windows, Android, or Apple tablet or laptop to send printer requests to the system.			
3.3.17	PC Reservation System and Scheduling			
3.3.17.1	PC Scheduling			
3.3.17.1.1	Reservation Management			
1	The system must allow patrons make a reservation.			
2	The system must not allow a patron to exceed their daily allotment of computer time by reserving computers at multiple branch locations.			
3	The system must allow a patron to specify the amount of reserved time up to a specified time limit set by the library staff.			
4	The system must scan a patron's library card to validate their user ID.			
5	Reservation system must allow customers to reserve computers on a first available basis or to select an open timeslot later in the day.			
6	Reservation system must allow for the use of "guest passes" – temporary cards for visitors or other customers ineligible for an Atlanta-Fulton Public Library card.			
7	System must be able to display Atlanta-Fulton Public Library's computer use policy and ask user to agree to policy before starting session.			
8	All system software must be compatible with Microsoft Windows XP, Windows 7, Windows 8 operating systems.			
3.3.17.2	Staff Administrative Capabilities.			
1	The system is managed by a staff controlled PC at each branch.			

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
2	Reservation system must allow the use of idle computers, either by patrons looking for short-term computer use or an earlier start for patrons with pending reservations. This is a required feature; any idle computer must be available to be rescheduled for patron use.			
3	Reservation system must allow for staff control over time limits, e.g. to provide extended time for customers to finish projects, to set longer time limits for classes, or to limit time limits for special cases.			
4	The system must allow staff to turn off a public access computer.			
5	The system must be configurable to boot and turn off all public access computers at set times.			
6	The system displays the next available reservation time to the patron at a reservation computer.			
7	The system must validate a patron's information by communicating with the library's ILS, unless it is a guest ID.			
8	The system must allow staff to generate guest login IDs and passwords.			
9	The system keeps track of patrons' PC usage via the ILS system.			
10	The system must provide multiple levels of security (network, operating system, database, and application levels).			
11	The system must protect against the ability of customers to override time limits on the client computers.			
3.3.18	Cash Register			
3.3.18.1	Automated Cash Register with Cash Drawer			
	The Proposer must provide a Point of Sale (POS) terminal at each information desk to handle cash and debit/credit card transactions. This terminal will replace the standard cash register.			
3.3.18.1.1	Point of Sale Terminal Capabilities of Cash Register			
	The unit must be designed for a Point of Sale application and computer should offer a sealed case for security reasons. The unit must be a low power operation as well as an all-in-one unit with an integrated touchscreen and magnetic card and barcode readers. This unit should be a space saving design and located at the information desk.			
	The Proposer must provide all hardware and software required to interface the Point of Sale terminal with SIRSI/Dynix using the SIP 2 protocol.			
3.3.18.1.2	SIRSI Account Management Software ILS Interface			
	The system must be fully integrated with SIRSI/Dynix as it relates to updating a user account in real-time.			
3.3.18.1.3	Receipt Printer			
	The POS system must be equipped with a receipt printer that must be able to handle several hundred transactions per day. This printer must be laser based. The POS system must produce a hardcopy receipt for the patron and a copy for the administrative staff records.			
3.3.18.1.4	Cash Drawer			
	The cash drawer must provide a secure place to keep cash, checks, and credit card receipts throughout the sales day. This unit must be constructed of material that is vandal and tamper/theft resistant and of high quality and durability. The drawer must be lockable with a security key system. The drawer should be synchronized to the receipt printer and opens with every valid transaction. The cash drawer must not open from external triggers from the self-check system.			
	The cash drawer should accept currency from pennies, nickels, dimes, quarters, and one dollar coins. It should also store ones, five, ten, and twenty dollar bills. It must also provide storage for receipts.			

Section	Title	Meets Requirement?		
		Yes	No	Comment or Exclusion
3.3.18.1.5	Magnetic Strip Reader			
	The system must allow the user to swipe debit and credit cards that are presented by patrons for payment of fines and fees or to add value to their library account.			
	The software of the system must communicate with Fulton County's credit card vendor, Elavon Transaction Processing service to validate and process e-commerce transactions.			
3.3.18.1.6	Barcode Scanner			
	The system must be equipped with a barcode scanner to read existing library cards or Universal Product Code (UPC) codes on products.			
3.3.18.1.7	Universal Product Code (UPC) Database and User Interface			
	The UPC system and user interface should be designed for use in a library centric environment and designed to interface with the ILS.			
	The system must provide a standalone database or interface with the SIRSI database to allow UPC codes to be linked to prices of inventory and items for sale in the library.			
3.3.18.1.8	Transaction Security			
	All transactions accessing the internet must operate over a secure socket layer (SSL) protocol and comply with all security standards currently used by the Transaction Processing Service industry. In the event of a network failure, the POS device must store any transactions and upload them to the transaction processing system or to the ILS as soon as the network is restored. The terminal must delete all credit/debit card information upon successful completion of the transaction and logging of the results.			
3.3.19	Credit/Debit Card Transaction Processing System Interface			
1	The system must allow payments sent from the Print Release Stations and patron fees self-pay terminals to be processed as an e-commerce transaction.			
2	This system must also allow transactions processed by the automated cash register located at the information desk to send e-commerce transactions.			
3	The system must integrate with the SIRSI ILS to update patron accounts so that transactions are processed in real-time.			
4	Technology Requirements for the Transaction Processing System Interface:			
a.	The system must follow PCI Data Security Standards set by the PCI Security Standards Council (PCI SSC) to protect cardholder data.			
b.	The system must be certified to interface with Elavon Transaction Processing Service.			
c.	The system must operate using Secure Socket Layer (SSL) encryption capability.			
d.	Patrons must be able to pay fines and/or deposit money into an account using a credit or debit card or by entering coins and bills into a coin and bill acceptor at a Multi-function Device.			
e.	The system must support the use of library cards to pay for fees or fines from their ILS accounts.			
f.	The system must link to all major ILS applications supporting SIP 2 or SIP 3 protocols for payment of fines and fees.			
g.	The system must support the patron making deposits into an ILS deposit account for later use with fines, printing, computer reservations, copying.			
h.	The system must provide an Application Programming Interface (API) to link the payment system to the County's existing web site and ILS user account page to allow transactions via the web site should the County decide to implement this feature in the future.			

Appendix 9 – Appendix Intentionally Omitted

Appendix 10 – Worksheet Defining Key System Components

List #1: Sample Worksheet Defining Key System Components, Centralized or Decentralized Placement and Support Strategy									Dimensions
Component	Product Name, Model and Version	Who is the Manufacturer of the Component?	Is Prime or Subcontractor a Factory Authorized Provider (Yes or No)	Does Prime or Subcontractor have Factory Authorized Technicians on the Team (Yes or No)	Describe the Purpose and function of this component	Is this component Installed at a Branch location or Central Data Center?	Which Prime or Subcontractor Supports and Maintains this Product?	Does the Help Desk Provide a Single point of Contact for this Product?	
Automated book and materials return system that includes sorter									
Security gates and theft detection systems with people counter									
Conversion stations									
Patron Self-Checkout stations									
Inventory management Hand-held wand									
Automated cash register									
Circulation desk staff workstations									
E-commerce (Credit Card Processing) module									
PC Reservation system									
Wireless Printing service									
Print Release system									
List other components using as many rows as necessary.									

Appendix 11 – Worksheet Defining Level of Customization Required

List# 2: Sample Worksheet for Level of Customization Required to Interface with SIRSI			
Major Component	Estimate the Professional Service Hours to Interface with SIRSI (State N/A if not applicable)	Does Component Interface using SIP or other Industry Standard Protocols? (Yes or No. State N/A if not applicable)	Are Professional Services Needed after SIRSI Upgrade to Maintain Compatibility? (Yes or No)
Automated book and materials return system that includes sorter			
Security gates and theft detection systems with people counter			
Conversion stations			
Patron Self-Checkout stations			
Inventory management hand-held wand			
Automated cash register			
Circulation desk staff workstations			
E-commerce (Credit Card Processing) module			
PC Reservation system			
Wireless Printing service			
Print Release system			
List other components using as many rows as necessary.			

Appendix 12 – Cost Worksheet by Library Branch

Alpharetta Branch Library	Quantity Required	Client Software Per Unit Price	Client Software Extended Price	Client Hardware Per Unit Price	Client Hardware Extended Price	Server Hardware Unit Price	Number of Servers Required	Server Hardware Extended Price	Server Software Unit Price	Number of Server Software Licenses Required	Server Software Extended Price	Professional Services Installation Fee Per Unit	Professional Services Extended Fee	Total Cost by Component Type
RFID Tags	85,000													
RFID Circulation Staff Work Station	1													
RFID Self-Check Stations	4													
RFID Conversion Stations	0													
RFID Hand Held Scanner	1													
RFID Enabled Book Drop	2													
RFID Door Detection System	1													
RFID Automated Materials Handling Sorting System (7 bin)	1													
Number of Public Computers Controlled by PC Reservation System	42													
Number of Print Release Computers	2													
Automated Cash Register	1													
Credit Card Processing Software for this Branch														
Totals for each Column														

Additional Cost for Alpharetta Branch Library

System Design and Implementation Fees	\$
Training Cost for Staff and Technical Support Teams Year 1	\$
Documentation Costs Year 1	\$
Support and Maintenance Costs Year 1	\$
Third Party Cost Year 1	

Total Implementation Cost Year 1	\$
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Recurring Fees	
Support and Maintenance Cost Year 2	\$
Training Cost Year 2	\$
Third Party Costs Year 2	
Support and Maintenance Cost Year 3	\$
Training Cost Year 3	\$
Third Party Costs Year 3	

Auburn Avenue Research Center Branch Library	Quantity Required	Client Software Per Unit Price	Client Software Extended Price	Client Hardware Per Unit Price	Client Hardware Extended Price	Server Hardware Unit Price	Number of Servers Required	Server Hardware Extended Price	Server Software Unit Price	Number of Server Software Licenses Required	Server Software Extended Price	Professional Services Installation Fee Per Unit	Professional Services Extended Fee	Total Cost by Component Type
RFID Tags	200,000													
RFID Circulation Staff Work Station	1													
RFID Self-Check Stations	0													
RFID Conversion Stations	1													
RFID Hand Held Scanner	4													
RFID Enabled Book Drop	0													
RFID Door Detection System	3													
RFID Automated Materials Handling Sorting System (7 bin)	0													
Number of Public Computers Controlled by PC Reservation System	0													
Number of Print Release Computers	0													
Automated Cash Register	1													
Credit Card Processing Software for this Branch														
Totals for each Column														

Additional Cost for Auburn Avenue Research Center Branch Library

System Design and Implementation Fees	\$
Training Cost for Staff and Technical Support Teams Year 1	\$
Documentation Costs Year 1	\$
Support and Maintenance Costs Year 1	\$
Third Party Cost Year 1	

Total Implementation Cost Year 1	\$
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Recurring Fees	
Support and Maintenance Cost Year 2	\$
Training Cost Year 2	\$
Third Party Costs Year 2	
Support and Maintenance Cost Year 3	\$
Training Cost Year 3	\$
Third Party Costs Year 3	

East Roswell Branch Library	Quantity Required	Client Software Per Unit Price	Client Software Extended Price	Client Hardware Per Unit Price	Client Hardware Extended Price	Server Hardware Unit Price	Number of Servers Required	Server Hardware Extended Price	Server Software Unit Price	Number of Server Software Licenses Required	Server Software Extended Price	Professional Services Installation Fee Per Unit	Professional Services Extended Fee	Total Cost by Component Type
RFID Tags	200,000													
RFID Circulation Staff Work Station	1													
RFID Self-Check Stations	2													
RFID Conversion Stations	1													
RFID Hand Held Scanner	2													
RFID Enabled Book Drop	2													
RFID Door Detection System	1													
RFID Automated Materials Handling Sorting System (7 bin)	0													
Number of Public Computers Controlled by PC Reservation System	33													
Number of Print Release Computers	1													
Automated Cash Register	1													
Credit Card Processing Software for this Branch														
Totals for each Column														

Additional Cost for East Roswell Branch Library

System Design and Implementation Fees	\$
Training Cost for Staff and Technical Support Teams Year 1	\$
Documentation Costs Year 1	\$
Support and Maintenance Costs Year 1	\$
Third Party Cost Year 1	

Total Implementation Cost Year 1	\$
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Recurring Fees	
Support and Maintenance Cost Year 2	\$
Training Cost Year 2	\$
Third Party Costs Year 2	
Support and Maintenance Cost Year 3	\$
Training Cost Year 3	\$
Third Party Costs Year 3	

Milton Branch Library	Quantity Required	Client Software Per Unit Price	Client Software Extended Price	Client Hardware Per Unit Price	Client Hardware Extended Price	Server Hardware Unit Price	Number of Servers Required	Server Hardware Extended Price	Server Software Unit Price	Number of Server Software Licenses Required	Server Software Extended Price	Professional Services Installation Fee Per Unit	Professional Services Extended Fee	Total Cost by Component Type
RFID Tags	200,000													
RFID Circulation Staff Work Station	1													
RFID Self-Check Stations	4													
RFID Conversion Stations	1													
RFID Hand Held Scanner	1													
RFID Enabled Book Drop	2													
RFID Door Detection System	1													
RFID Automated Materials Handling Sorting System (7 bin)	1													
Number of Public Computers Controlled by PC Reservation System	30													
Number of Print Release Computers	2													
Automated Cash Register	1													
Credit Card Processing Software for this Branch														
Totals for each Column														

Additional Cost for Milton Branch Library

System Design and Implementation Fees	\$
Training Cost for Staff and Technical Support Teams Year 1	\$
Documentation Costs Year 1	\$
Support and Maintenance Costs Year 1	\$
Third Party Cost Year 1	

Total Implementation Cost Year 1	\$
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Recurring Fees	
Support and Maintenance Cost Year 2	\$
Training Cost Year 2	\$
Third Party Costs Year 2	
Support and Maintenance Cost Year 3	\$
Training Cost Year 3	\$
Third Party Costs Year 3	

Northwest Atlanta Branch Library	Quantity Required	Client Software Per Unit Price	Client Software Extended Price	Client Hardware Per Unit Price	Client Hardware Extended Price	Server Hardware Unit Price	Number of Servers Required	Server Hardware Extended Price	Server Software Unit Price	Number of Server Software Licenses Required	Server Software Extended Price	Professional Services Installation Fee Per Unit	Professional Services Extended Fee	Total Cost by Component Type
RFID Tags	100,000													
RFID Circulation Staff Work Station	1													
RFID Self-Check Stations	4													
RFID Conversion Stations	0													
RFID Hand Held Scanner	1													
RFID Enabled Book Drop	2													
RFID Door Detection System	1													
RFID Automated Materials Handling Sorting System (7 bin)	1													
Number of Public Computers Controlled by PC Reservation System	32													
Number of Print Release Computers	2													
Automated Cash Register	1													
Credit Card Processing Software for this Branch														
Totals for each Column														

Additional Cost for Northwest Atlanta Branch Library

System Design and Implementation Fees	\$
Training Cost for Staff and Technical Support Teams Year 1	\$
Documentation Costs Year 1	\$
Support and Maintenance Costs Year 1	\$
Third Party Cost Year 1	

Total Implementation Cost Year 1	\$
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Recurring Fees	
Support and Maintenance Cost Year 2	\$
Training Cost Year 2	\$
Third Party Costs Year 2	
Support and Maintenance Cost Year 3	\$
Training Cost Year 3	\$
Third Party Costs Year 3	

Palmetto Branch Library	Quantity Required	Client Software Per Unit Price	Client Software Extended Price	Client Hardware Per Unit Price	Client Hardware Extended Price	Server Hardware Unit Price	Number of Servers Required	Server Hardware Extended Price	Server Software Unit Price	Number of Server Software Licenses Required	Server Software Extended Price	Professional Services Installation Fee Per Unit	Professional Services Extended Fee	Total Cost by Component Type
RFID Tags	0													
RFID Circulation Staff Work Station	1													
RFID Self-Check Stations	2													
RFID Conversion Stations	0													
RFID Hand Held Scanner	1													
RFID Enabled Book Drop	2													
RFID Door Detection System	1													
RFID Automated Materials Handling Sorting System (7 bin)	1													
Number of Public Computers Controlled by PC Reservation System	27													
Number of Print Release Computers	1													
Automated Cash Register	1													
Credit Card Processing Software for this Branch														
Totals for each Column														

Additional Cost for Palmetto Branch Library

System Design and Implementation Fees	\$
Training Cost for Staff and Technical Support Teams Year 1	\$
Documentation Costs Year 1	\$
Support and Maintenance Costs Year 1	\$
Third Party Cost Year 1	

Total Implementation Cost Year 1	\$
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Recurring Fees	
Support and Maintenance Cost Year 2	\$
Training Cost Year 2	\$
Third Party Costs Year 2	
Support and Maintenance Cost Year 3	\$
Training Cost Year 3	\$
Third Party Costs Year 3	

South Fulton Branch Library	Quantity Required	Client Software Per Unit Price	Client Software Extended Price	Client Hardware Per Unit Price	Client Hardware Extended Price	Server Hardware Unit Price	Number of Servers Required	Server Hardware Extended Price	Server Software Unit Price	Number of Server Software Licenses Required	Server Software Extended Price	Professional Services Installation Fee Per Unit	Professional Services Extended Fee	Total Cost by Component Type
RFID Tags	100,000													
RFID Circulation Staff Work Station	1													
RFID Self-Check Stations	4													
RFID Conversion Stations	1													
RFID Hand Held Scanner	1													
RFID Enabled Book Drop	2													
RFID Door Detection System	1													
RFID Automated Materials Handling Sorting System (7 bin)	0													
Number of Public Computers Controlled by PC Reservation System	30													
Number of Print Release Computers	2													
Automated Cash Register	1													
Credit Card Processing Software for this Branch														
Totals for each Column														

Additional Cost for South Fulton Branch Library

System Design and Implementation Fees	\$
Training Cost for Staff and Technical Support Teams Year 1	\$
Documentation Costs Year 1	\$
Support and Maintenance Costs Year 1	\$
Third Party Cost Year 1	

Total Implementation Cost Year 1	\$
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Recurring Fees	
Support and Maintenance Cost Year 2	\$
Training Cost Year 2	\$
Third Party Costs Year 2	
Support and Maintenance Cost Year 3	\$
Training Cost Year 3	\$
Third Party Costs Year 3	

Southeast Branch Library	Quantity Required	Client Software Per Unit Price	Client Software Extended Price	Client Hardware Per Unit Price	Client Hardware Extended Price	Server Hardware Unit Price	Number of Servers Required	Server Hardware Extended Price	Server Software Unit Price	Number of Server Software Licenses Required	Server Software Extended Price	Professional Services Installation Fee Per Unit	Professional Services Extended Fee	Total Cost by Component Type
RFID Tags	0													
RFID Circulation Staff Work Station	1													
RFID Self-Check Stations	2													
RFID Conversion Stations	0													
RFID Hand Held Scanner	1													
RFID Enabled Book Drop	2													
RFID Door Detection System	1													
RFID Automated Materials Handling Sorting System (7 bin)	0													
Number of Public Computers Controlled by PC Reservation System	21													
Number of Print Release Computers	1													
Automated Cash Register	1													
Credit Card Processing Software for this Branch														
Totals for each Column														

Additional Cost for Southeast Branch Library

System Design and Implementation Fees	\$
Training Cost for Staff and Technical Support Teams Year 1	\$
Documentation Costs Year 1	\$
Support and Maintenance Costs Year 1	\$
Third Party Cost Year 1	

Total Implementation Cost Year 1	\$
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Recurring Fees	
Support and Maintenance Cost Year 2	\$
Training Cost Year 2	\$
Third Party Costs Year 2	
Support and Maintenance Cost Year 3	\$
Training Cost Year 3	\$
Third Party Costs Year 3	

Stewart-Lakewood Branch Library	Quantity Required	Client Software Per Unit Price	Client Software Extended Price	Client Hardware Per Unit Price	Client Hardware Extended Price	Server Hardware Unit Price	Number of Servers Required	Server Hardware Extended Price	Server Software Unit Price	Number of Server Software Licenses Required	Server Software Extended Price	Professional Services Installation Fee Per Unit	Professional Services Extended Fee	Total Cost by Component Type
RFID Tags	100,000													
RFID Circulation Staff Work Station	1													
RFID Self-Check Stations	4													
RFID Conversion Stations	0													
RFID Hand Held Scanner	1													
RFID Enabled Book Drop	2													
RFID Door Detection System	1													
RFID Automated Materials Handling Sorting System (7 bin)	1													
Number of Public Computers Controlled by PC Reservation System	42													
Number of Print Release Computers	2													
Automated Cash Register	1													
Credit Card Processing Software for this Branch														
Totals for each Column														

Additional Cost for Stewart-Lakewood Branch Library

System Design and Implementation Fees	\$
Training Cost for Staff and Technical Support Teams Year 1	\$
Documentation Costs Year 1	\$
Support and Maintenance Costs Year 1	\$
Third Party Cost Year 1	

Total Implementation Cost Year 1	\$
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Recurring Fees	
Support and Maintenance Cost Year 2	\$
Training Cost Year 2	\$
Third Party Costs Year 2	
Support and Maintenance Cost Year 3	\$
Training Cost Year 3	\$
Third Party Costs Year 3	

Wolf Creek Branch Library	Quantity Required	Client Software Per Unit Price	Client Software Extended Price	Client Hardware Per Unit Price	Client Hardware Extended Price	Server Hardware Unit Price	Number of Servers Required	Server Hardware Extended Price	Server Software Unit Price	Number of Server Software Licenses Required	Server Software Extended Price	Professional Services Installation Fee Per Unit	Professional Services Extended Fee	Total Cost by Component Type
RFID Tags	0													
RFID Circulation Staff Work Station	1													
RFID Self-Check Stations	4													
RFID Conversion Stations	1													
RFID Hand Held Scanner	1													
RFID Enabled Book Drop	2													
RFID Door Detection System	2													
RFID Automated Materials Handling Sorting System (7 bin)	1													
Number of Public Computers Controlled by PC Reservation System	28													
Number of Print Release Computers	2													
Automated Cash Register	1													
Credit Card Processing Software for this Branch														
Totals for each Column														

Additional Cost for Wolf Creek Branch Library

System Design and Implementation Fees	\$
Training Cost for Staff and Technical Support Teams Year 1	\$
Documentation Costs Year 1	\$
Support and Maintenance Costs Year 1	\$
Third Party Cost Year 1	

Total Implementation Cost Year 1	\$
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Recurring Fees	
Support and Maintenance Cost Year 2	\$
Training Cost Year 2	\$
Third Party Costs Year 2	
Support and Maintenance Cost Year 3	\$
Training Cost Year 3	\$
Third Party Costs Year 3	

Total Cost for All Libraries

ITEM	Price
Total Software Costs Year 1 for all libraries	
Total Hardware Costs Year 1 for all libraries	
System Design and Implementation Fees Year 1	\$
Training Cost for Staff and Technical Support Teams Year 1	\$
Documentation Costs Year 1	\$
Support and Maintenance Costs Year 1	\$
Third Party Cost Year 1	

Total Implementation Cost Year 1 for All Libraries	\$
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Recurring Fees For All Libraries	
Support and Maintenance Cost Year 2	\$
Training Cost Year 2	\$
Third Party Costs Year 2	
Total Year 2 Costs	
Support and Maintenance Cost Year 3	\$
Training Cost Year 3	\$
Third Party Costs Year 3	
ATotal Year 3 Costs	