



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Winner 2000- 2008 Achievement of Excellence in Procurement Award  
National Purchasing Institute

Felicia Strong-Whitaker, Interim Director



REQUEST FOR QUOTE NUMBER:

09CT68838A

WILL BE RECEIVED UNTIL

07/10/2009 @ 2:00pm. EST.

DESCRIPTION: Meter Reading Water and Sewer Device /  
Finance Department Water and Sewer Division

Effective September 1, 2008, the Department of Purchasing & Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system at [www.fultonvendorselfservice.co.ga.us](http://www.fultonvendorselfservice.co.ga.us). You must be a registered vendor in order to respond to quotes.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:

E-Mail Address :

Telephone Number:

Carolyn Towns

[carolyn.towns@fultoncountyga.gov](mailto:carolyn.towns@fultoncountyga.gov)

(404) 612 4208

All information requested on this sheet must be completed. The signature block and related information on each quote sheet must also be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

Company Name:

Company Address:

City

State

Zip Code

Telephone Number:

Fax Number:

E-Mail Address:

RESPONSES MUST BE DELIVERED TO THE PURCHASING OFFICE BY THE DATE INDICATED.

Person submitting QUOTE: (Please Print)

Date

Title

\*Signature of the person submitting QUOTE:

\*This person has binding authority to sign contracts on behalf of the responding company. By signing this form and all attachments, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws— including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

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**REQUEST FOR QUOTE**  
**GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at [www.fultonvendoreselfservice.co.fulton.ga.us](http://www.fultonvendoreselfservice.co.fulton.ga.us). Response to quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other 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. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
5. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
7. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
8. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is

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equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.

10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's 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 outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating

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in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order 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 does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

**SIGNATURE BELOW IS THAT OF A PERSON AUTHORIZED TO SIGN CONTRACTS FOR THE QUOTING COMPANY WHO HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE GENERAL TERMS AND CONDITIONS.**

**COMPANY:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**THIS SIGNED FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING FOUND NON-RESPONSIV**

## REQUEST FOR QUOTE SPECIFICATIONS

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Meter Reading Water and Sewer Device  
FINANCE DEPARTMENT Water and Sewer Division

### 1. DESCRIPTION

The Fulton County Purchasing Department & Contract Compliance is soliciting quotes from qualified vendors to provide **Meter Reading Water and Sewer Device** to Fulton County Finance Department Water and Sewer Division.

Vendors may quote on one, all or any combination of the categories which comprise this total quote. Fulton County reserves the right to accept or reject any or all quotes, or any part hereof, and to waive any technicalities. Fulton County reserves the right to award the contract resulting from this quote in whole or in part, to one or more vendors, as in the best interest of the County. The County reserves the right to request samples of any quoter prior award.

Quote award will be made to the lowest responsible quoter. The quality of the articles to be supplied, their conformity with the specification, the suitability to requirements, delivery terms, conditions and any quarantee clause shall be taken into considerations.

### 2. CONTACT PERSON

Please contact Carolyn Towns at (404) 612-4208 or by e-mail [carolyn.towns@fultoncountyga.gov](mailto:carolyn.towns@fultoncountyga.gov), with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website ([www.fultonvendorelfservice.co.fulton.ga.us](http://www.fultonvendorelfservice.co.fulton.ga.us)). You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes online and in real time on this website.

### 3. PRODUCT/SERVICE SPECIFICATIONS

DAP Technology (DAP CE 5320B) – Neptune. This Handheld Maintenance Device Package is included with 13 handheld meters, Radio Receivers, Cradle Holders, Communication Cable and Software, Training and Setup and Maintenance Services.

The Handheld Maintenance Device - Provide the meter reading equipment compatible with Neptune and Sensus water meters equipped with absolute encoder registers. . It is the intent of Fulton County to have the Vendor provide the meter reading equipment compatible with Neptune and Sensus water meters equipped with absolute encoder registers.

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**4. PRICING SHEETS**

<b>QTY</b>	<b>MFG Name</b>	<b>MODEL #</b>	<b>Estimate Amt.</b>	<b>Estimate Total</b>
13	NEPTUNE	DAP CE5320B		

**5. SPECIAL CONDITIONS/INSTRUCTIONS**

**HANDHELD METER READING SPECIFICATIONS**

This document is intended for Utilities and Consultants and provides specifications for Neptune's Handheld, Mobile and Fixed Network Systems.

**1 Scope of Work**

Fulton County issues this RFP to procure a meter reading system capable of meeting the current and future meter reading needs within our service area. The scope of work involves, but is not limited to, providing and installing a meter reading system which includes software, hardware and all necessary training and installation support. The reading equipment shall be capable of receiving meter readings while utilizing a handheld reading device and/or a mobile reading unit and/or a targeted fixed network

The system must have the capability to be upgraded to radio frequency technology to improve meter reading efficiency including addressing "hard-to-read" meters and increasing meter reader safety. The Vendor shall describe the upgrade requirements to incorporate RF technology.

Once upgraded to allow radio frequency reading, the system shall still be able to probe water meters or allow manual entry within the same route without detaching the probe or radio interface unit.

The proposed system must be provided by the same company or an equity partner (specifics must be submitted with the proposal).

All system parts furnished (reading equipment, RF transmitters, meters with absolute encoders) shall be produced from an ISO 9001 manufacturing facility.

**2 System Overview**

The meter reading system shall be adaptable to walk-by, mobile or targeted fixed network methods of collecting data.

The transition from walk-by to mobile to fixed network shall be seamless and allow all methods to operate together in a hybrid system.

The meter reading system shall include a walk-by system providing a migration path from the walk-by to mobile through to targeted fixed network applications. The difference between the three systems shall be the method of gathering the meter readings. The systems are not mutually exclusive — they can be used

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together seamlessly. The first shall use the handheld data collection device; the second shall use a mobile data collection device driven near the customer premises to collect reads; and the third shall use a fixed network data collector to continually receive, store and communicate data from meters within range. Each method shall add its unique value to Fulton County and the choice shall be driven by the needs of Fulton County and its customers.

◆ **Host Software** — The software package installed on the host system at the utility site. Its main function shall be to make route assignments to send to the data collection device and to transfer collected information to the billing/CIS system via a transfer file. The utility will be responsible for the transfer file.

◆ **Data Collection Device** — The means of communication between the meter interface unit (MIU) installed at the meter site and the host software. In a walk-by system, it must be a handheld computer capable of reading meters using keyed-entry, probing or RF communications with an attached receiver device. In the case of a mobile application, the data collection device must be a portable personal computer integrated to an RF receiver that can be installed in any vehicle. For the fixed network application, the data collection device must be an environmentally sealed control box able to adapt to various installation settings. It must also demonstrate the ability to receive, store and communicate meter readings to the host software for further use and analysis.

◆ **Meters/Meter Interface Units** — Meters connected to electronic devices that shall collect meter usage from an encoder meter register and shall transmit the meter reading and a unique ID number to the data collection device.

### **3 Host Software**

The Host Software must be meter reading software that will transfer files between the Utility Billing/CIS System and the data collection devices. The utility will provide the transfer file to the vendor's file format provided it is a standard ASCII format. The host software must be configurable for either a standalone installation or operate in a client/server environment.

#### **3.1 Computer Platform**

The meter reading software must be capable of running in a standalone mode and have the capability to support a Windows Client / Server environment. When operating in either standalone or client/server configurations, the PC computer will be equipped with a minimum Intel 800MHz Processor with at least 256MB of RAM, 1.5 GB of available space on the hard disk space, Super VGA (1024x768) or higher resolution video adapter and monitor, keyboard and mouse or compatible pointing device, 24X minimum CD-ROM drive and compatible printer. In addition, the software must be able to operate with Windows 2000®/ Windows XP® or later operating system. System must be equipped with an Ethernet network adapter.

When operating in a client/server environment, the meter reading software shall operate on a server with Intel 800MHz or higher, with at least 256MB RAM, 4.0 GB of available space on the hard disk space, Super VGA (1024x768) or higher resolution video adapter and monitor, keyboard and mouse or compatible pointing device, 24X minimum CD-ROM drive and compatible printer. In addition, the software must be able to operate with Windows Server 2000®/Windows Server 2003®. Server must be equipped with an Ethernet network adapter.

#### **3.2 Basic Functions**

The software must provide easy management of the meter reading data. After the readings are collected, they must be unloaded to the PC for review and reporting and exported to a file to be sent to the Utility Billing/CIS System. New meter reading routes must then be imported into the database and prepared for loading into the handheld.

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The meter reading software shall manage the routes that are loaded into the data collection device and be able to split them into multiple routes if necessary.

The meter reading software must include the following:

- ◆ Loads/unloads from the handhelds by serial communications at a minimum speed of 19,200 bps and via Ethernet communications at a minimum speed of 10 Mbps.
- ◆ Allows PC operator to review and edit any account in the meter reading database.
- ◆ Generates route and activity reports defined by the user.
- ◆ Provides database backup/restore functions.
- ◆ Allows user to merge several separate files into one database.
- ◆ Enables the user to setup and save custom report formats.
- ◆ Enables the user to specify the data to be exported from the database for transferring to the billing system.
- ◆ Allows for database records to be automatically deleted during the export process.
- ◆ Enables the user to search the database for records matching specified information.
- ◆ Allows the user to define up to 100 notes.

### **3.2.1 Typical Read Cycle**

In a typical Read Cycle, the meter reading system must allow the following operations:

- ◆ Merging of routes into the existing database for loading onto a data collection device.
- ◆ The selection of routes to be read, splitting of routes and assignment of routes to a data collection device. Generate the route file and load it onto the data collection device or Flash Drive.
- ◆ Unloading routes from the data collection device.
- ◆ Posting of readings from the data collection device onto appropriate accounts within the database.
- ◆ Making a backup copy of the routes within the database (including current system configuration files).
- ◆ Printing pre-selected reports.
- ◆ Exporting routes out of the database to be sent back to the utility billing system.

### **3.2.2 Reports**

Standard reports must include:

- ◆ Route Assignments
- ◆ Accounts with Readings
- ◆ Accounts without Readings
- ◆ ID Compare
- ◆ Returned With Notes
- ◆ Hi/Lo Fails

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- ◆ Found Meters
- ◆ Dashes/Opens

The software must also provide a powerful custom report generator, allowing the user to select and order specific fields from the database to be printed; in addition, allows the entire database to be sorted by criteria such as date, reader ID or other specified fields.

### **3.2.3 Special Reports**

Special Reports must provide meter reader productivity information. The reporting module must also be a detailed productivity report that will list total number of readings for a specific meter reader and book as well as the time elapsed between each read entered. Also available must be a summary of start time, stop time, elapsed time, mean, maximum and minimum read times.

## **4 Data Collection Devices**

### **4.1 In a Walk-by System**

In a walk-by system, the system must give the user the ability to collect metering data in several ways:

- ◆ Keyed entry
- ◆ Inductive probing
- ◆ RF communication: The meter must be attached to an RF meter interface unit (MIU); the handheld must have an RF receiving device (Handheld Interface Unit (HHIU))

The proposed walk-by data collection system must include:

- ◆ Handheld data collector device which shall be a combination of a handheld unit and an HHIU and its antenna.
- ◆ Communication cradles for charging and loading the handheld unit.
- ◆ Probes for interrogating Neptune and Sensus absolute encoders.

#### **4.1.1 Handheld Data Collector Device**

##### **4.1.1.1 Basic Functions**

The handheld data collection device shall have the capability to collect and store meter readings at any time of the meter reading route by any of the following methods:

- ◆ Manual use through the use of an alphanumeric keypad.
- ◆ Probing of water meters equipped with supported absolute encoders.
- ◆ Via radio frequency.

The unit shall be able to obtain all types of readings on any particular route without requiring:

- ◆ Reprogramming of the handheld computer.
- ◆ Physical change of software contained within the unit while in the field.
- ◆ Access through special software menus contained within a given route/program.

The handheld data collection device must be able to multi-task by collecting data while in keyed entry

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(manual) meter reading mode.

#### **4.1.1.2 Hardware Requirements**

##### **4.1.1.2.1 Processor and PC Compatibility**

The handheld data collection device must be PC compatible and run Windows CE.NET 4.2. At minimum, the handheld must operate with a Intel X-Scale PXA255 Processor at 400 MHz.

##### **4.1.1.2.2 Case**

- ◆ The unit must be able to withstand a minimum six-foot drop to concrete.
- ◆ The handheld must meet and exceed MIL-STD 810F standard, method 516.5, procedure IV for drop tests.
- ◆ The handheld shall be ergonomically designed to be comfortable for handheld meter reading.

##### **4.1.1.2.3 Display**

- ◆ The handheld screen must be 3.5" (89mm) QVGA TFT transfective color LCD with backlighting. The size of the display characters must be selectable, allowing the use of larger characters that are easiest to read. The screen must have a minimum of 240 by 320 pixels (a total of 76,800 pixels) and is CGA compatible for both text and graphics.
- ◆ The manufacturer's specification on the contrast ratio on the LCD display must be 9:1 at 76° F (25° Celsius) and provide automatic contrast adjustment based on temperature which will give clear readings in extreme temperature. There must also be a manual contrast adjustment feature which will allow the user to adjust the contrast to his or her satisfaction.
- ◆ The display must have no degradation when exposed to storage temperatures of -40°C to +70°C (-40°F to 158°F) and operating temperature of -20°C to + 50°C (-4°F to +122°F).

##### **4.1.1.2.4 Keyboard**

- ◆ The keyboard must have independent large keys of silicone rubber with adequate separation for use with gloved hand.
- ◆ The keyboard must provide tactile feedback and be fully alphanumeric.
- ◆ There must be an audible beep indicating key has been fully depressed; there must also be an auto-repeat function on keys and a rapid response between keying and seeing results on the screen.
- ◆ The keyboard must be fully PC compatible and programmable.

##### **4.1.1.2.5 Battery**

- ◆ The battery capacity must be sufficient for a minimum of 8 hours of meter reading.
- ◆ The handheld must come with a power management system designed to conserve power.
- ◆ The handheld must come with an integrated intelligent fast charge capability that allows for full charge in 4 hours.
- ◆ Rechargeable Lithium Ion batteries shall be made with a technology that does not develop memory effect.
- ◆ The back-up battery must be a rechargeable Nickel Metal Hydride battery.

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**4.1.1.2.6 Memory**

The handheld data collection device must include 64MB of DRAM and 128MB FLASH memory.

**4.1.1.2.7 Carrying Method**

A hand strap must be provided with each unit and must provide ease of use for right- or left-handed operators.

**4.1.1.2.8 Size**

The handheld data collection device dimensions with RF HHIU must not be larger than:

- ◆ Length: 10.5" (267 mm)
- ◆ Width: 4.08" (104 mm)
- ◆ Height: 3.25" (83 mm)

**4.1.1.2.9 Weight**

The unit's weight must be less than 2.0 lbs (907g) with the battery pack installed.

**4.1.1.3 Environmental Characteristics**

The handheld must include but not be limited to the following:

- ◆ The unit must operate in temperature range of -20°C to +50°C (-4° F to +122° F).
- ◆ The device shall be water resistant, capable of unlimited exposure to spray or splash (such as rain or snow).
- ◆ The device must be protected against an 8kV static discharge without loss of data.
- ◆ The unit must be resistant to various chemical products and must be sealed to keep out dust, humidity, and water.
- ◆ The device must be shock resistant exceeding IEC 68-2-32 method 1 (a 1-meter drop on concrete).
- ◆ The unit must be CE and FCC certified.

**4.1.1.4 Software Requirements**

**4.1.1.4.1 Basic Functions**

The handheld software must be easy to use and give the meter reader control over the route in searching for accounts, tagging accounts for later action, entering related notes and manually reading meters.

The handheld software must include entry of meter readings.

In addition, the handheld software shall include but shall not be limited to the following basic features:

- ◆ User customizable key assignments.
- ◆ Allows manual or automatic entry of meter readings, ID numbers and note codes.
- ◆ Performs high/low test on readings.

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- ❖ Date and time stamped to each reading.
- ❖ Identifies type of reading — manual keyed, probed or RF MIU.
- ❖ Must be able to read ARB® I -VI and Sensus ECR® II AND ECR III (\* denotes support for the ECR III encoder when programmed as an ECR II with 6 wheels) encoders via either wireless probed reading or via RF MIU.
- ❖ Performs unread meter search.
- ❖ Found meter processing for new accounts.
- ❖ Forward and reverse walk order allowed.
- ❖ Data search capability (Display, Notes and ID).
- ❖ Auto-Search for automatic reading of encoded meters.
- ❖ Displays the number of read and unread accounts on demand.
  
- ❖ Left-to-right, right-to-left or calculator entry of manual meter readings.
- ❖ Can capture multiple meter readings from a single ARB VI pad; i.e., two networked ARB VI encoders.
- ❖ Collect the information for the host to generate reports on leak detection, tamper detection, and backflow conditions when used with Neptune R900 encoder and E-Coder register.

**4.1.1.4.2 Sounds**

- ❖ Successful meter readings will be confirmed by an audible tone.

**4.1.2 Communications/ Charging Equipment**

**4.1.2.1 Communication**

Communications between the handheld and the PC software must be established using a cradle connected via an Ethernet 10 Base T Cradle with one additional option of an RS232 on Lemo connector, up to 230 kbps full duplex. The handheld must have an embedded Ethernet controller for communication with the cradle. In addition, the following basic features must be included:

- ❖ Extensive error checking is provided to assure data integrity during communications between the handheld and the PC.
- ❖ A typical route of four to five hundred accounts could be loaded or unloaded in less than one minute and must be able to load up to 5000 records into a single handheld unit.
- ❖ Routes/books can be split at the PC level.
- ❖ Once loaded, routes may be individually selected on the handheld.

**4.1.2.2 Charging / Communications Cradles**

- ❖ The communications/charging cradle will be housed in a suitable material that can be wall or tabletop mounted.
- ❖ It will have the capability of recharging the handheld unit within 4 hours and also provide the communication port connection to the computer.
- ❖ The cradle will hold one handheld at a time and be capable of connecting in a series to accommodate

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additional units.

- ◆ The cradle will be capable of communicating with the host computer at 10 Mbps.
- ◆ Multiple handhelds must be able to be connected to the host computer.
- ◆ The charging units must carry the Underwriters Laboratory (UL) seal of approval.

#### **4.1.3 Probes**

The handheld must be compatible with a wireless probe capable of reading Neptune ARB V, Neptune ProRead AutoDetect and Sensus ECR® II and ECR III \* (\*denotes support for the ECR III encoder when programmed as an ECR II with 6 wheels) encoder water meters.

#### **4.1.4 Radio Frequency Capability**

The reading system must be capable of being upgraded to radio frequency communications. Fulton County plans to read water meters equipped with radio frequency meter interface units. Only absolute encoder registers from Neptune or Sensus will be acceptable. In the radio read system, the encoder registers will be connected to a MIU that shall provide the radio link from the meter to the handheld interface unit.

The handheld radio frequency adapter must be available as a retrofit kit for existing handheld units.

##### **4.1.4.1 Radio Frequency Reading Function**

The function of the handheld in radio frequency mode is to provide Fulton County the capability of reading meters via radio signals. The handheld must be capable of receiving RF readings. All transmissions from supported MIUs will be collected. The reading of any MIU shall be automatically stored in the proper account record without the intervention of the meter reader.

Should any MIU not be able to be read during the route, the software shall support storage of a flag in the account record, indicating clearly that the MIU could not be read.

When reading the meters in the RF mode, it should not require the meter reader to activate any wake-up tone.

The handheld reading equipment must provide a test mode to verify operation of the MIU. This test mode must be accessible from within the meter reading application as well as accessible from a device main screen (no login required). The test application must be capable of reporting statistics for an individual MIU or displaying all MIUs within range.

##### **4.1.4.2 Handheld Interface Unit (HHIU)**

The Handheld Interface Unit must be attached to the handheld to allow radio-frequency communications with water meters that have an RF MIU connected externally. The HHIU must be sealed and secured tightly to the handheld unit by a locking mechanism.

The antenna shall be externally mounted and replaceable.

The HHIU must be Part 15 FCC compliant.

The HHIU must collect the meter readings as well as the ID# of the MIU connected to the meter. The following specifications must be met:

- ◆ Radio Characteristics:

Receiving Frequency: 910-920 MHz

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Protocol: data error checking in every received data

- ◆ Size and Weight: Physical specifications of the handheld unit with the HHIU must be within the following parameters:

Length without antenna: 10.5"

Width: 4.08"

Height: 3.25"

Weight (with battery pack): 2.0 lbs

- ◆ Probe Compatibility:

- Compatibility with Neptune Advantage II Probe, Neptune Pocket ProReader RF, Northrop Grumman Logicon Probe or Sensus AutoGun.

- ◆ Environmental Operating Conditions:

Operating conditions: -4°F to +122°F (-20°C to +50°C)

Storage temperature: -22°F to +158°F (-30°C to +70°C)

Designed to withstand shock and vibrations per MIL-STD-810 F, method 516.5, procedure IV.

Designed to withstand electrostatic discharges per EN61000-4-2.

Humidity: 5 to 95% (non-condensing)

- ◆ Data Collection Device Battery Life:

- The data collection device batteries must provide enough power to support RF meter reading for a minimum of 8 hours.

- ◆ Capabilities:

- The HHIU must be capable of processing a minimum of 30 meter readings per minute. "Processing" must include accuracy of the message confirmation.

- ◆ Retrofit Kit:

- The HHIU adapter should be available as a retrofit kit for the existing handheld units and should not require the return of the handheld to the supplier.

\* HHIU should also be capable of supporting Itron R300® and Itron electric ERT®s in the event the utility utilizes RF electric meters.

#### **4.2 Mobile Data Collection System**

The mobile data collection device must be a portable, compact electronic system mountable in any vehicle. It must collect the data broadcast by the MIUs and store it onto a USB Flash Drive to be downloaded to the host computer at the utility office.

The unit shall be easily transportable from vehicle to vehicle or vehicle to office.

##### **4.2.1 Hardware Specifications**

The key components of the collection device must consist of a Portable Personal Computer (PPC) and an integrated radio receiver unit packaged in rugged, weatherproof, compact carrying case enclosure.

The mobile data collection device must be easily installed in any vehicle that will drive to the field for

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meter reading. It must be mounted securely in the passenger seat with a standard seat belt. Through a 12 VDC plug-in power cord, the unit must be powered from the vehicle's power supply (cigarette lighter).

The system must include a magnetic base antenna and the antenna chord as well as all necessary power and communication cables.

For water applications the dimensions must be no longer than the following parameters: 18.5" x15.5"x11.375". The weight shall not be more than 48 lbs.

For water and electric applications with wake-up ERTs, the dimensions must be no larger than the following parameters: 20"x20"x15.25" (50.8x50.8x38.74 cm). The weight shall not be more than 68 lbs.

The system must comply with FCC specification: Part 15.

The PPC must be a ruggedized laptop PC. The system must have flash upgradeable BIOS with advanced power management interface. The keyboard must have a spill-proof membrane and backlight with intensity control and built-in solid state mouse. The display must be transmissive, having a light sensor that automatically adjusts screen intensity per ambient light, a shock/scratch-resistant anti-glare plate and incorporate touch technology. The unit must be enclosed in a hard mount case including an extendable handle and wheels.

Mobile unit should also be capable of supporting Itron R300 and Itron electric bubble-up ERTs, in the event the utility supports electric meters.

#### **4.2.2 Environmental Conditions**

The mobile data collection device must work in the following environmental conditions:

- ◆ Operating Temperatures: 32°F to +122°F (0°C to +50°C)
- ◆ Storage Temperature: -40°F to +185°F (-40°C to +85°C)
- ◆ Operating Humidity: 5 to 95% non-condensing relative humidity

#### **4.2.3 Software Requirements**

##### **4.2.3.1 Computer Platform**

The laptop computer must use Windows XP as a minimum for the platform operating system.

##### **4.2.3.2 Basic Functions**

The software must be a dialog-based, intuitive, easy-to-use meter reading application.

After the meter reader starts the reading process, the software must be fully automated to collect the meter reading data received from the radio receiver unit and store it in an Export file which can be used by the host software to update the mainframe route data. The system must utilize a USB flash drive for data storage and transfer.

Self-diagnostic tests must be run upon booting up the laptop or on request to ensure the good functionality of the system, including the collection method.

Unit must be capable of optimizing the memory storage space by filtering out the duplicate readings from the same MIU and keeping only the last reading received.

Each reading record must contain a MIU ID and a time stamp of the reading.

The software must have the option to provide found meter processing for new accounts.

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The software must be capable of performing high/ low test on readings.

The software interface must allow the user to select a single route to view the route status.

The mobile data collection software unit must allow a manual reading to be entered into the account record.

The software must allow freeform notes to be entered to record conditions in the field that require noting and may require an additional Work Order created to address at a later date.

The software must be capable of displaying meter points and read success and unread accounts via GIS

mapping interface. The software must be capable of collecting the following information for the host to

generate reports: leak detection, tamper detection and backflow conditions (when used with Neptune

R900 encoder and E-Coder register).

The mobile data collection unit must allow for GPS location tracking of the meter reading vehicle.

The mobile data collection unit must allow for wireless importing and exporting of route files.

#### **4.2.4 Performance Requirements**

The antenna must be omni-directional and support a gain of 5 dB minimum.

The receiver utilized must operate with a minimum sensitivity of greater than 110 dBm.

The receiver module must process at minimum 72 discreet channels across a 10 MHz bandwidth utilizing a

digital signal processor capable of capturing 8 meter readings simultaneously from these channels.

The receiver module must operate with a dynamic range of greater than or equal to 100 dB with a message success rate greater than 50%.

The mobile data collection device must be able to maintain a minimum sustained processing rate of 70 unique meter reading accounts per second.

The mobile data collection device must reject a minimum 45 dB of noise energy above the target message in adjacent channels.

The mobile data collection device must operate effectively at posted speed limits

### **4.3 Fixed Network System**

#### **4.3.1 Basic Requirements**

The system must be able to operate in parallel with other meter reading technologies such as walk-by handheld and mobile systems and utilize a common interface to the CIS/billing software system. The system must also support the migration of technologies.

The system is comprised of two major components: data collection software and fixed network data collection units.

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The system must be capable of automatically retrieving consumption information from the same MIUs being read by walk-by and mobile data collection devices to manage customer account and meter reading information, to provide usage analysis information and to provide a flexible host interface to Utility's CIS system.

The software must be capable of storing meter readings with the capability to store up to 96 readings per day per meter. The software must also provide meter reading management reports, usage analysis reports (flow profiling, leak detection, tamper detection and backflow conditions), on-demand/off-cycle reads and system management diagnostics. Must provide comprehensive coverage for all selected strategic C&I customers, both indoor, outside and in pit/vaults utilizing a single or hybrid technology solution.

The network architecture should provide scalability and adequate bandwidth to provide hourly reading requirements.

The WAN architecture must be flexible to allow communications via common public communication networks such as cellular and landline telephone systems.

System must utilize an unlicensed radio frequency band for LAN communications.

Network management tools must be available to properly monitor the performance of the system to ensure reliable data delivery to Utility for all billing and/or other customer service applications.

Both the fixed network WAN and host software system shall remain the property of the Utility. All costs associated with the ongoing operation of the system will be the responsibility of the utility.

The Utility shall be responsible for the operation and maintenance of the fixed network system.

#### **4.3.2 Hardware Requirements**

Must demonstrate ability to read Neptune ARB, ProRead, Sensus ECR II and ECR III\* water meters for commercial and industrial accounts.

Fixed Network data collection must support flexible installation configurations for rooftop, pole and wall installations.

The Fixed Network data collection units shall consist of a modular construction with field replaceable components.

The data collection units shall consist of the following:

- ◆ NEMA 4X all-weather proof enclosure
  - ◆ 110V power supply or solar cell with battery back-up
  - ◆ LAN: Receiver shall support unlicensed communication protocol from MIUs and comply with FCC part 15.247
  - ◆ WAN: Cell modem or landline telephone modem
- Must be able to provide at minimum hourly meter reading resolution.  
Must be able to store a minimum of 3 days of data in the Fixed Network data collector.  
The data collection unit must meet the following environmental operating requirements:
- ◆ Temperature range: -30C to +85C
  - ◆ Humidity: 0 to 95% non-condensing inside enclosure

#### **4.3.3 Software Requirements**

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Host software and hardware shall provide all the control needed in the network and provide for the essential functions of network management, meter communications, reporting, database configuration and alarms monitoring. It shall comply with prevailing industry standards and should run on a Windows compatible PC. Host software shall interface with handheld & mobile meter reading software utilizing a common interface to CIS/billing software.

**Single-user PCs** must meet the following **minimum** requirements:

- ◆ Windows 2000®/Windows XP®\*
- ◆ Intel 800-megahertz (MHz) processor or faster
- ◆ At least 512 megabytes (MB) of RAM (1 GB is recommended)
- ◆ At least 1.5 gigabytes (GB) of available space on the hard disk
- ◆ CD-ROM or DVD-ROM drive
- ◆ Keyboard and a Microsoft mouse or some other compatible pointing device
- ◆ Video adapter and monitor with Super VGA (1024 X 768) or higher resolution
- ◆ 56 kilobits per second (Kbps) or higher-speed modem
- ◆ Network adapter appropriate for the type of local-area, wide-area, wireless or home network you wish to connect to, and access to an appropriate network infrastructure; access to third-party networks may require additional charges
- ◆ FTP Access (recommended)

**Multiple User installation**

The **minimum** recommendation for server installation:

- ◆ Windows **Server** 2000®/Windows **Server** 2003®\*
- ◆ Intel 800-MHz, Dual Pentium II 500-MHz or compatible processor or higher, depending on Utility system configuration
- ◆ 256MB RAM (512MB RAM or higher recommended), depending on Utility system configuration
- ◆ 56 kilobits per second (Kbps) or higher-speed modem
- ◆ Network adapter appropriate for the type of local-area, wide-area, wireless or home network Utility wishes to connect to, and access to an appropriate network infrastructure; access to third-party networks may require additional charges
- ◆ CD-ROM drive
- ◆ Video graphics adapter capable of 256 colors and 1024 X 768 pixels
- ◆ 4 gigabyte (GB) available hard disk space
- ◆ Recommends using a RAID configuration for the server installation

Utility will interface its CIS system to the host application through a standard, flexible interface from a standard PC. All billing reads must be supported through this interface.

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The meter reading data communicated to the CIS system shall be provided in a flat file format. Communications to host software shall take place utilizing public communication networks and be capable of communicating data directly.

The host system shall be PC based and interfaced to the WAN/LAN through the defined public communication networks.

The system shall remotely upgrade Fixed Network unit software without impacting system operation.

Software must support reading performance reports, usage analysis and advanced usage analysis capabilities.

Software must be able to export data to Microsoft Excel and Word applications.

The Fixed Network data collection system shall have the capability to provide the following data to Utility on a daily basis for monthly billing applications:

- ◆ Scheduled meter readings from all C&I water meters for monthly billing purposes.
- ◆ On-demand meter readings for resolution of customer billing disputes and improved customer service.
- ◆ Off-cycle reading capabilities for final reads.

#### **4.3.4 Training and Support**

A proven, detailed training plan must be developed by the vendor with approval by the Utility based on results of pre-implementation meetings. The following are items to be determined during these meetings:

- ◆ Identify the training personnel and the employees to be trained.
- ◆ Identify training schedules for hardware, software and total system products.
- ◆ Define acceptance criteria for system deployment.

The vendor shall be responsible for fully training Utility personnel in the system mapping, deployment planning and installation of the fixed network LAN and WAN components.

#### **4.3.5 Support Services**

The vendor shall have a Customer Support Department. The Customer Support Department is required to maintain a telephone Help Desk and must have the capability of continuing the support through the use of a service agreement. A list of required services to be provided by the Help Desk includes but is not limited to the following:

- ◆ Answer and resolve hardware/operation/maintenance questions and problems.
- ◆ Answer and resolve software operation questions and problems.
  
- ◆ Evaluation of information for updates or revisions.
- ◆ Evaluation of personnel for training needs.
- ◆ Additional on-site training or evaluation as needed.

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The Help Desk must be available weekdays between 8:00 a.m. and 7:00 p.m. EST with after-hours numbers available as needed.

**5 Installation and Training**

Complete installation and operating instructions will be included for all of the supplied hardware and software equipment. The training must be supplied by the system manufacturer or approved VAR. Proposal must include any additional costs for training and assistance to install and begin operation of the system. The Vendor will also inform the customer of what pre-installation activities are to be completed and what support material will be needed for the initial installation.

**6 Performance Warranties**

In evaluating bid submittals, warranty coverage will be considered. The Vendor shall be required to state its warranty and/or guarantee policy with respect to each item of proposed equipment. The procedure for submitting warranty claims must also be provided.

As a minimum, the electronics shall be warranted for one year from date of shipment for defects in material and workmanship.

**7 System Maintenance and Support**

In addition to warranty periods, Vendors are required to supply information on required or optional maintenance programs beyond the warranty period for both hardware and software.

Vendor must offer multiple-year maintenance contracts so Fulton County can take advantage of multi-year discounts.

The location of and procedures for obtaining such support shall be stated. A toll-free Help Desk number must be provided for system support.

**8 Vendor Qualifications**

The qualified Vendor will have a minimum of thirty years experience with meter reading systems. The selected Vendor shall be thoroughly versed in encoder meter technology and be a major supplier in the marketplace. The proposed system shall be manufactured and maintained by the selected Vendor or an equity partner. All Vendors shall document which water meter manufacturers and models they are capable of interrogating with the proposed meter reading equipment.

A customer reference list shall be e-mail or enclosed to attachment for this proposal.

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**Insurance and Risk Management Provisions**  
**General (NOC)**

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. 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 Project Name and Description 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. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$1,000,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$1,000,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$1,000,000.

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

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

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

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

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	-	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles)

**4. UMBRELLA LIABILITY**

(In excess of Auto, GL and Employers Liability)	Each Occurrence	-	\$2,000,000
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**5. FIDELITY BOND and CRIME**

(Employee Dishonesty - Theft)	Each Occurrence	-	\$100,000
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\*\*Above to include 3<sup>rd</sup> Party Coverage\*\*

**Certificates of Insurance**

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

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

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

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

Such certificates should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

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

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

USE OF PREMISES

Contractor 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 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 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 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

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

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agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_