FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

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

REQUEST FOR PROPOSAL NO. 12RFP83223C-MT

Automated Fuel Management System (AFMS)

For

Facilities and Transportation Services Department

RFP DUE DATE AND TIME: May 2, 2012 11:00 A.M.
RFP ISSUANCE DATE: April 2, 2012
PRE-PROPOSAL CONFERENCE DATE April 18, 2012 at 10:00 A.M.
PURCHASING CONTACT: Malcolm Tyson at (404) 612-5811
E-MAIL: malcolm.tyson@fultoncountyga.gov

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

TABLE OF CONTENTS

Section/Page

SECTIONS 1-10

1.0 INTRODUCTION 1-1
- 1.1 Purpose 1-1
- 1.2 Description of the Project 1-1
- 1.3 Background 1-1
- 1.4 County Objectives 1-1
- 1.5 Purchasing the RFP 1-1
- 1.6 Subcontracting Opportunities 1-2
- 1.7 Pre-proposal Conference 1-2
- 1.8 Proposal Due Date 1-2
- 1.9 Delivery Requirements 1-3
- 1.10 Contact Person and Inquiries 1-3

2.0 INSTRUCTIONS TO PROPOSERS 2-1
- 2.1 Procurement Process 2-1
- 2.2 Contract/Definitions 2-2
- 2.3 No Contact During Procurement Process 2-2
- 2.4 Clarification & Addenda 2-2
- 2.5 Term of Contract 2-3
- 2.6 Required Submittals 2-5
- 2.7 Proposal Evaluation 2-5
- 2.8 Disqualification of Proposers 2-5
- 2.9 Reserved Rights 2-5
- 2.10 Applicable Laws 2-6
- 2.11 Minimum Participation Requirements for Prime Contractors 2-6
- 2.12 Insurance and Risk Management Provisions 2-6
- 2.13 Accuracy of RFP and Related Documents 2-6
- 2.14 Responsibility of Proposer 2-7
- 2.15 Confidential Information 2-7
- 2.16 County Rights and Options 2-7
- 2.17 Cost of Proposal Preparation and Selection Process 2-9
- 2.18 Termination of Negotiations 2-9
- 2.19 Wage Clause 2-9
- 2.20 Additional or Supplemental Information 2-10
- 2.21 Reporting Responsibilities 2-10
- 2.22 Georgia Security and Immigration Compliance Act 2-10
- 2.23 Authorization to Transact Business 2-10
- 2.24 Right to Protest 2-11
- 2.25 First Source Jobs Policy 2-11
- 2.26 General Requirements 2-11

TABLE OF CONTENTS

Section/Page

3.0 PROPOSAL REQUIREMENTS 3-1
- 3.1 Submission Requirements 3-1
  - 3.1.1 Proposal Submission Date and Submittal Format 3-1
  - 3.1.2 Number of Copies 3-2
- 3.2 Overview of Proposal Requirements 3-2
- 3.3 Scope of Work 3-2
- 3.4 Technical Proposal Format and Content 3-2
- 3.5 Cost Proposal Format and Content 3-5

4.0 EVALUATION CRITERIA 4-1
- 4.1 Proposal Evaluation Criteria 4-1

5.0 PROPOSAL FORMS 5-1
- 5.1 Introduction 5-1
- 5.2 Proposal Forms
  - 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 and Agreement
  - Form F – Georgia Security and Immigration Subcontractor Affidavit
  - Form G – Professional License
  - Form H – Local Preference Affidavit of Bidder/Offeror

6.0 CONTRACT COMPLIANCE REQUIREMENTS 6-1

- 6.1 Non-Discrimination in Contracting and Procurement
- 6.2 Required Forms and EBO Plan
  - Exhibit A – Promise of Non-Discrimination
  - Exhibit B – Employment Report
  - Exhibit C – Schedule of Intended Subcontractors
  - Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service
  - Exhibit E – Declaration Regarding Subcontracting Practices
  - Exhibit F – Joint Venture Affidavit
  - Exhibit G – Prime Contractor/Subcontractor Utilization Report
  - Exhibit H – Fulton County First Source Jobs Program

TABLE OF CONTENTS

Section/Page

Form 1 – First Source Jobs Program Information
Form 2 – First Source Jobs Program Agreement

7.0 INSURANCE AND RISK MANAGEMENT PROVISIONS 7-1

8.0 SAMPLE CONTRACT 8-1

9.0 EXHIBITS 9-1

Exhibit 1 – Required Submittal Checklist
Exhibit 2 – Price Form
Exhibit 3 – Project Initiatives and Deliverables

10. APPENDIX 10-1

Appendix A – Information Technology Requirements & Standards.... 10-2

SECTION 1
INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), is soliciting Proposals from qualified Proposers for an Automated Fuel Management System (AFMS) that must include the hardware and software required to manage the fueling for Fulton County's fleet of vehicles and equipment; account for the fuel dispensed; authorize proper fuel dispensing; and provide status reports for Fulton County Management in support of the Facilities and Transportation Services Department.

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

1.2 DESCRIPTION OF THE PROJECT

This project involves services that are professional in nature. This RFP provides an Automated Fuel Management System (AFMS) that shall include the hardware and software required to manage the fueling for Fulton County's fleet of vehicles and equipment; account for the fuel dispensed; authorize proper fuel dispensing; and provide status reports for Fulton County Management. Tasks shall include but are not limited to services listed under Section 3.3 Scope of Work.

1.3 BACKGROUND

The existing system is a card reader system. The equipment is over 20 years old and parts are quickly becoming non-existing. The accuracy of the systems depends entirely on the employee entering the information and the vendor downloading the data. Mileage is not accurately entered causing the preventive maintenance service on the vehicle to be invalid. Cards are constantly being replaced due to loss and damage. The card readers are very old and the displays are not readable when the sun shines on them.

1.4 COUNTY OBJECTIVES

The following are the County Objective(s) for this project:

Fulton County desires to retain a qualified and experienced Consultant to provide a fully functioning AFMS including the hardware and software that allows Fulton County the ability to capture all necessary data for proper fleet management.

1.5 PURCHASING THE RFP

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

1.6 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 **April 18, 2012 at 10:00 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 **May 2, 2012 at 11:00 A.M.,** legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this

appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

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

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, ***Malcolm Tyson, Assistant Purchasing Agent; E-mail malcolm.tyson@fultoncountyga.gov*** . Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

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

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 AND 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 **5:00 P.M., April 20, 2012 ,** local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

Fulton County Department of Purchasing & Contract Compliance
Attn: Malcolm Tyson
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: malcolm.tyson@fultoncountyga.gov
P: (404) 612- 5811 F: (404) 335-5811

RE: 12RFP83223C-MT Automated Fuel Management System

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

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

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

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

2.5 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2011, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2011. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2012 and shall end no later than the 31st day of December, 2012. If approved by the County Board of Commissioners, the

Second Renewal Term shall begin on the 1st day of January, 2013 and shall end no later than the 31st day of December, 2013. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2.6 RFP SUBMITTALS

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

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a 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 and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

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

2.10 APPLICABLE LAWS

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

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

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

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

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

2.15 CONFIDENTIAL INFORMATION

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

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

2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting

Proposal(s), which are found to be reasonably susceptible for award.

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

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

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

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

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

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

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

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

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

2.19 WAGE CLAUSE

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

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Fleet Manger, or designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, 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.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

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

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

2.24 RIGHT TO PROTEST

Any actual 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.

2.25 FIRST SOURCE JOBS POLICY

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through

the Department of Purchasing & Contract Compliance valued in excess of $200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

2.26 NON-COLLUSION

By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Section 5, Proposal Forms for declarations and affidavits.

2.27 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). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.

SECTION 3
PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **May 2, 2012 at 11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS 12RFP83223C-MT
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303

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

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

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

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS 12RFP83223C-MT
Automated Fuel Management System
[Technical or Cost Proposal]
Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit the following:

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

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

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

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

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

3.3.1 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

This project involves services that are professional in nature. The RFP and its specifications are designed to provide for an Automated Fuel Management System (AFMS). The final selected product must include the hardware and software required to meet the included specifications. Those specifications are designed to meet the following broader objectives.

1. Using RF devices connected to the vehicles, validate that vehicles are authorized to receive fuel from Fulton County owned

dispensers, or using keys or card, validate the key or card and PIN that identifies user.
2. Account for the fuel dispensed and other pertinent fields of information that is relevant to each transaction and for eventual reporting
3. Where RF devices are used, record all critical diagnostics from the vehicle's computer and include with transaction records.
4. Report all relevant transactions on a daily basis.
5. Establish interface with Veeder Root tank (Tank Leveling System) monitoring devices and report status as required.
6. Compile necessary reports that are useful to Fulton County as well as reports that are required for accounting and chargebacks to user departments.

The provider of the selected solution will be responsible for project management, analysis, requirements gathering, software installation and configuration, data migration/conversion, interfaces, training, testing, implementation, technical infrastructure upgrades, and post-implementation support.

3.3.1 OBJECTIVES

This system must be designed to meet he the following conditions:

1. Automate data collection and fuel usage for the Fulton County fleet

2. Improve the efficiency and accuracy of fuel accounting

3. Provide reports to allow for Fulton County to properly manage the fleet

4. Interface to Fulton County's current fleet management software/application without any disruption of service or generation of reporting.

5. Provide customization and flexibility to meet Fulton County's needs

3.3.2 INTENDED SCOPE OF DEPLOYMENT

To design and install a fully automated fuel management system located at Fulton Country's nine (9) fuel sites and two mobile fueling units.

3.3.3 OVERVIEW OF CURRENT SYSTEM

The existing system is a card reader system. The equipment is over 20 years old and parts are quickly becoming obsolete. The accuracy of the system depends entirely on the employee entering the information and the vendor downloading the data. Therefore, mileage often is not accurately entered causing the preventive maintenance service monitoring and usage evaluations on the vehicles to be invalid. Cards are constantly being replaced due to loss and damage. The card readers are very old and the displays are not readable when the sun shines on them.

3.3.4 OVERVIEW OF DESIRED SYSTEM

System components of the Automated Fuel management system that are excluded from this RFP include tanks and pumps.

The desired system should take advantage of new technological advancements in the industry that will:

- Increase efficiency, and accuracy of the AFMS
- Comply with and/or exceed environmental and regulatory requirements of Georgia Department of Environmental Services
- Reduce manual monitoring cost; increase accuracy and timeliness of information on the status of tanks at each site.
- Increase efficiency of Accounts Receivable process
- Handle customer accounts County wide.
- Reduce fueling time at the pumps
- Decrease the communication time to send fuel transactions to the central computer.

Enable Fuel Control Terminals (FCTs) to communicate with the central computer by alternative methods, i.e. network and/or wireless communications to reduce the loss of fuel transactions from natural causes such as extended power outages or power fluctuations, Store data and communicate with the County Fleet Management Software Improve fuel inventory ordering, processing and overall control

1. An Automated Fuel Management System (AFMS) that must include the hardware and software required to manage the fuel dispensing for Fulton County's fleet of vehicles and equipment, account for the fuel dispensed, authorize proper fuel dispensing, and provide status reports for Fulton County Management. In addition to standard data collected related to the amounts of fuel dispensed, each transaction

record odometer readings and other critical diagnostic information from the vehicle's computer.

2. The hardware provided by the Vendor should include all equipment needed to have a fully functional AFMS. This includes equipment for the fuel islands, vehicles and other equipment, communications up to where it connects to Fulton County's IT infrastructure, and any other equipment not specifically mentioned in this Request for Proposal.

3. The software to be provided by the Vendor should include all data collection programs, fuel island polling, reporting programs, query functionality, and any other program that is needed to properly manage the AFMS. The software should provide for data backup to a CD Writer. The software should be easily configurable to minimize the need for the Vendor's software support or customization.

4. The hardware and software must provide for a fully functioning AFMS that allows Fulton County the ability to capture all necessary data for proper fleet management. The vendor shall provide an OBDII adapter male-dual female straight for any hardware that is required to connect to the on-board diagnostic unit so that one port will always remain open for other purposes. If required, the vendor shall provide a J1962 to RS232 to connect any hardware to the OBD.

5. The AFMS shall allow for each vehicle to be monitored without user input or intervention, except for certain instances that allow for manual override to fuel non-automated equipment. The Vendor's standard AFMS should automatically capture basic but essential equipment data, such as vehicle id, miles/engine hours, and gallons of fuel dispensed. The enhanced fully automated fuel management system should be able to capture detailed information from the vehicle's or equipment's on board diagnostics port. The installed Vehicle Equipment, Fuel Island and Mobile Fueling Unit equipment should be able to verify authorized vehicles/equipment and dispense fuel accordingly, as well as collect the vehicle/equipment data to be sent to the AFMS server.

6. The Fulton County fleet is comprised of approximately 1500 vehicles which can be fueled at any of the Fulton County fuel sites. The Fulton County fuel sites are detailed below: Site Visits will be planned as a part of the procurement process for RfP responders. Assessment of current fuel sites for relevant installation prerequisites such as TLS parameters and components, RS232 connectivity, FCT location, conduit location and condition, existing wiring including condition,

location and setup, communication modes and connectivity i.e. network or modem connections for each site. Site work for all sites is to include all necessary installation of equipment, components and parameter setups, etc. to allow for a "turnkey" operation. Any electrical work required should be performed by a Georgia licensed electrician. For fully automated sites, the installation and modifications of the tank level equipment should be performed by a Veeder-root certified technician.

A. Big Creek Pumping Station
1030 Roswell Highway
Roswell, GA 30075

Two (2) 10,000 gallon below ground storage tank for gasoline - Veeder-Root Monitor
One (1) 10,000 gallon below ground storage tank for Diesel - Veeder-Root Monitor

Two (2) unleaded fuel dispenser – (1) hose each
One (1) diesel fuel dispenser – one (1) hose

B. Central Maintenance Facility – Upper Pump
895 Marietta Boulevard
Atlanta, GA 30318

One (1) 12,000 gallon below ground storage tanks for gasoline - Veeder-Root Monitor
One (1) unleaded fuel dispenser – two (2) hoses

C. Central Maintenance Facility – Lower Pump
895 Marietta Boulevard
Atlanta, GA 30318

One (1) 12,000 gallon below ground storage tanks for gasoline - Veeder-Root Monitor
One (1) 12,000 gallon below ground storage tank for Diesel - Veeder-Root Monitor
One (1) Compressed Natural Gas (CNG) storage tank above ground

One (1) unleaded fuel dispenser – two (2) hoses
One (1) diesel fuel dispenser – one (1) hose
One (1) Compressed Natural Gas (CNG) dispenser – one (1) hose

D. Charlie Brown Airport
3920 Aviation Circle
Atlanta, GA 30336

One (1) 12,000 gallon below ground storage tank for gasoline - Veeder-Root Monitor
One (1) 12,000 gallon below ground storage tank for Diesel - Veeder-Root Monitor

One (1) unleaded fuel dispenser – one (1) hose
One (1) diesel fuel dispenser – one (1) hose

E. Willis Mills
125 Willis Mills Road
Atlanta, GA 30311

One (1) 10,000 gallon below ground storage tank for gasoline - Veeder-Root Monitor
One (1) 6,000 gallon below ground storage tank for Diesel - Veeder-Root Monitor

One (1) unleaded fuel dispenser – one (1) hose
One (1) Diesel fuel dispenser – one (1) hose

F. North Service Center
7741 Roswell Road
Roswell, GA 30075

One (1) 10,000 gallon below ground storage tank for gasoline - Veeder-Root Monitor

One (1) unleaded fuel dispenser – two (2) hoses

G. South Service Center
5600 Stonewall Tell Road
Union City, GA 30349

One (1) 10,000 gallon below ground storage tank for gasoline - Veeder-Root Monitor

One (1) unleaded fuel dispenser – two (2) hoses

H. Stonewall Camp
5601 Stonewell Tell Road

Union City, GA 30349

One (1) 10,000 gallon below ground storage tank for gasoline - Veeder-Root Monitor
One (1) 10,000 gallon below ground storage tank for Diesel - Veeder-Root Monitor

One (1) unleaded fuel dispenser – one (1) hose
One (1) Diesel fuel dispenser – one (1) hose

I. Fire Station #13
5980 Plummer Road SE
Atlanta, GA 30331

One (1) 12,000 gallon below ground storage tank for gasoline – Veeder-Root Monitor
One (1) 6,000 gallon below ground storage tank for diesel –Veeder-Root Monitor

One (1) dispenser – two (2) hoses, one (1) unleaded and one (1) Diesel

J. Mobile Fueling

Two (2) Mobile Fueling Units - one (1) Diesel Fuel Pump with one (1) hose per each unit

Site work for all sites is to include all necessary installation of equipment, components and parameter setups, etc. to allow for a "turnkey" operation. Any electrical work required should be performed by a Georgia licensed electrician. For fully automated sites, the installation and modifications of the tank level equipment should be performed by a Veeder-root certified technician. Site work includes, but is not limited to, the following:
Install any new equipment/components to existing TLS equipment and, perform calibration, modification and verification of setup parameters of TLS systems to tank information and inventory levels. TLS tank volumes must be calibrated and display actual fuel levels in tanks. Install specified or required wiring from TLS equipment/probe to FCT. In wireless configurations vendor must install all wireless components such as antennas, controllers, and auxiliary equipment from FCT to network connections and /or TLS equipment. All TLS alarms and settings must be tested and checked. The required work at those sites should include the use of wireless connectivity from the FCT and the network connection at

the site or installation of conduit to run connectivity. This is dependent upon the assessment of the manual sites. Contractor must use existing fuel site equipment such as dispensers, hoses, nozzles, electrical sources and supplies, junction boxes, cabling and conduit wherever possible unless agreed upon by the County or required to implement new technologies such as wireless or RFID.

7. Specific data reporting is required for three different areas and formats. The three primary reports include a) daily transaction reports that is posted on a Fulton County FTP site; b) monthly financial summary reports that will show chargebacks by division within each department; c) monthly transaction reports by vehicles and delivered to each division within each department. The chart below displays minimum data and field requirements for these reports.

Report type	Report structures	Report Fields
Daily Transaction Report	24 Hours of all Fulton County sites transactions, ***sorted*** by time stamp. Report should start and end at Midnight	**Date**: *yyyymmdd* **Time**: 0000 num. value, 24h **Sitename**: *text value* **Address**: *text value* (street) **City**: *text value* **State**: *text value* (2 char. Caps) **Zip**: num. value (5 char.) **Card**: Num. (6 char.) **Embossing:** *text value* **Product:** *text value* **Odometer:** Num. Value **Quantity**: Num. Value (00.0000(Gal.))
Monthly Financial Summary Report	This report is provided to the Finance Department on a monthly basis and is used for chargebacks to each division within each department. Summary report of all transactions by Department then Division.	**Department Name**: *txt value* **Fund:** *txt value* Highest Acct. Hierarchy **Department:** *txt value* 2nd Acct. Hier. **Unit:** *txt value* 3rd Acct. Hierachy **GL Code:** *txt value* (=Fund+Department+Unit, with hyphens) **Quantity:** Num. Value (00.000(Gal)) **Costs:** $00,000.00
Monthly Transaction Reports	This report is provided to each division within each department. They list all transactions for an accounting period, sorted by vehicle in order of transactions, with a summery for each vehicle's	**Card #**: Num. (6 char.) **Driver**: *Text value* from PIN Table **Equipment Cd**: Num.(6 Char.)PrimIdx **Unit #**: *txt value* Identifies CMF Veh. **Fund**: *txt value* Highest Acct. Hierarchy **Department**: *txt value* 2nd Acct. Hier. **Unit**: *txt value* 3rd Acct. Hierachy

	consumption and charges for that period.	**Site**: *txt value* Code for Site name **Date**: *yymmdd* **Time**: *hhmm* **Odometer**: 000000 **Product**: *txt value* **Quantity**:00.00 **Cost**:$000.00

A. Reporting Field Definitions:

a. Daily Transaction Report

this report is placed on a Fulton County FTP site then retrieved by a Fulton County routine that will copy the file, delete it from the FTP, pull the file inside the County Fire Wall, and place in the appropriate folder for processing by the Fleet Management Software. Maintaining the field order and type of data is critical as it will be append to an existing table of transaction history. This history table is important to overall fleet evaluations.

Date: Actual date of the transaction as a numeric value

Time: Time of the transaction in military format and expressed as a numeric value to the nearest minute

Sitename: name of the County owned fueling stations, typically taken from a relational table with all site information with a primary index field named "Site". Also see Monthly Transaction report.

Address: another field from the relational table of fueling sites, it includes the street number and street name.

City: City postal route for the site, and included as a field in the relational table of fueling sites.

State: two characters and always GA in this program, same relational table

Zip: Same relationship as above and limited to the 5 digit postal code

Card: when using an embedded card (magnetic coded type) or key, this number will uniquely identify that card or key. It will be a part of the vehicle relational table. Where a card or key is not used, a unique identifier for the devise that is attached to the vehicle computer will be used and reference that vehicle.

Product: Currently only Unleaded, Diesel, and CNG.

Odometer: Meter reading of the vehicle being fueled at the time of the transaction. Accuracy is critical to our goals of fleet management. This value should be recorded without human interface wherever possible,

using RF transmission between the vehicle's computer and the vendor's hardware/software. When RF transmission is not used, human input on a keyboard will be necessary, but validation formulas should confirm the value.

Quantity: number of gallons dispensed for each transaction.

b. **Monthly Financial Summary Report**

All fuel dispensed under this program is ultimately charged directly to a division within a County Department. The County's General Ledger coding is based on a hierarchy that starts with Fund at the highest order, then Departments operating within each Fund, then Division within each Department.

XXX XXX XXXX

Fund Dpt. Div.(sometimes called Unit)

The fields in this report are:

Department Name: most commonly used name of each department

Fund: the first three characters of the General Ledger code and highest in the hierarchy.

Department: three character code for each department and the second three characters in the General Ledger code

Unit: commonly called divisions as organizational titles, these are the units that collectively form a department. The third grouping in the General Ledger code and always uses 4 characters.

GL Code: the full string of 10 characters that identifies the division that will be charged for specific fuel expenses.

Quantity: Gallons of fuel dispensed to vehicles operated by a division in that accounting period (typically one calendar month).

Costs: the value to the nearest cent of the fuel dispensed to vehicles operated by a division, as determined by daily OPIS prices per gallon and quantity (gallons) of fuel dispensed.

c. **Monthly Transaction Reports**

On a monthly basis each division within each department receives a report of the previous accounting period's transactions for all vehicles and equipment operated by that division. The object of the report is to show the division how the monthly expenses were calculated and to give the division an opportunity to review the amount of fuel consumed by each vehicle and piece of equipment and to gage how much the equipment is used. The report is grouped by division, then by vehicle within each division and sorted by transaction date and time.

Card Number : characters that uniquely identifies the card, key or devise connected to the vehicles computer. Except for gas cans, a card or key should be associated with a vehicle or piece of equipment.

Driver: a text value field that list the name of the person who is assigned to the PIN used to transaction. The PIN is confidential and not posted in the reports.

Equipment Cd.: All equipment that receives fuel, whether under the supervision of the Central Maintenance Facility or not, is assigned an Equipment ID Number. Previously known as County IDs, Equipment ID Numbers uniquely identify all equipment operated by the County and often is the Primary Index used in other relational databases.

Unit #: a Text value field that uniquely identifies all vehicles and equipment Serviced by the Central Maintenance Facility.

Fund: same as in "Monthly Financial Summary Report"

Department: same as in "Monthly Financial Summary Report"

Unit: same as in "Monthly Financial Summary Report"

Site: a unique code that identifies the fueling locations owned and operated under the County's Fuel Management System.

Date: the date of each transaction and posted as *yymmdd*.

Time: the time of each transaction and posted as *hhmm* in military time

Odometer: the numeric value of the meter used in each vehicle or piece of equipment that measures usage; typically miles or hours.

Product: can only be Diesel, Unleaded, or CNG.

Quantity: a numeric value and measured in gallons for diesel and unleaded fuels.

Cost: an extension of the price per unit (gallon) for that day times the number of units dispensed in each transaction.

3.3.5 TECHNICAL REQUIREMENTS

1. HARDWARE AND SOFTWARE REQUIREMENTS

A. This section presents the requirements for the County's hardware and software standards. Actual memory sizes, processor speeds, peripherals and system software standards packages shall be recommended by the Bidder.

B. Please provide complete hardware specifications within your response. Refer to below Appendix document titles "Information Technology (IT) Requirements & Standards" for acceptable configuration information.

C. Fulton County desires to be provided with both the cost to purchase all hardware and connectivity for this solution as well as an optional complete, end-to-end, turnkey solution including all hardware necessary for the solution. Vendor must include a complete itemized hardware recommendation. Vendor's recommended hardware specifications must conform to the County hardware standards specified in this section. The goal is to have a high-performance system rather than an economical one.

D. Servers, desktops, laptops and tablet PCs shall not require administrator rights to operate.

E. The County standard prohibits providing administrator or root privileges to servers for executing any software in the production environment.

3.3.6 TRAINING REQUIREMENTS

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

3.3.6.1 USER TRAINING

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

3.3.6.2 DoIT TRAINING

1. The proposer shall prepare a training plan for County staff that will enable them to operate and support the system. This plan shall include any courses to be provided off-site, classroom training, and on-the-job training necessary for systems analysts, computer operators, security personnel, programmers, and database, web and network personnel. Training to provide complete support and custom programming and custom reporting will be provided to IT staff. Describe any prerequisite knowledge or skills required. If there are additional costs for this training it shall be clearly identified in the proposal.

2. Additionally, a description of the number and type of staff required to support the system must be provided. The skill sets required of each individual should be included in this description. The description of staffing requirements should include all management, technical and functional areas for the ongoing support of the system. Training should be provided for a minimum of two employees in all support roles. "Train the trainer" methods of instruction will not be accepted.

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

3.3.7 APPLICATION DOCUMENTATION

1. It is required that the vendor provide an electronic copy, and optionally a paper copy of the following documentation. Please list

all reproducible (DVD or CD format only) copies of documentation that will be provided prior to final system acceptance. For example:

A. User training manuals for all transactions and functions supported
B. Data Dictionary
C. Data model/entity relationship diagrams and data flow diagrams
D. System module chart (application flow) showing each application module and its relation to the other modules
E. General system design and reference information
F. System transaction flow and control
G. List of all application programs, with summary of their purpose or function including a table of all procedures or processes and which processes are called by what other processes
H. Detailed program documentation within each source module
I. Table definitions and record layouts
J. Definition of all system control tables
K. Report and workstation display formats
L. A listing of all "canned" reports complete with full descriptions of these reports.

2. The County shall be granted the rights and the approval to duplicate application documentation at no additional charge provided that all proprietary markings of the Proposer are retained on all duplicates. Any duplicates produces will be utilized for the County only.

3.3.8 WARRANTY AND USABILITY

1. Warranty may be defined as the promise or guaranteed that a product or service will meet its agreed requirements. The warranty shall commence upon completion of an evaluation period of the go-live period. The go-live period is defined as the instance in which the users begin to utilize the software application in a production environment and all testing has been complete and deemed successful.

2. The selected Vendor's solution shall be available when needed, in sufficient capacity, and dependable in terms of continuity and security. The solution must have the capability to be highly available which means at a rate of 99.99% based on the agreed upon availability. In the event the solution is unavailable due to a software fault, the time period from system failure to system operational shall be minimum and minimal impact to the users. The Vendor agrees that it will make

corrections of the software application malfunctions during the warranty period and which are necessary to ensure usability. Usability may be defined as the ease with which the solution may be used in reference to the agreed requirements. The Vendor agrees that software malfunctions that result in an inoperable system resulting in a financial impact to the County, or inefficient work-around, will be given the highest priority with the problem corrected as soon as practically possible. The Vendor shall strive to have any and all malfunctions resolved within no more than two (2) days.

3.3.9 MAINTENANCE AND SUPPORT

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

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

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

3.3.10 SOFTWARE LICENSES

1. Fulton County shall be charged the original published rate at the time of purchase for licenses fees for the duration of the contract which shall include any subsequent renewals of the contract. The fixed rate shall be applied to the renewal of licenses purchased during the initial contract as well as those that are purchased in addition to original licenses. The cost paid in initial contract, the cost as posted in published fee schedule, or the cost as listed on sate contract, whichever is lesser amount.

2. If the County shall purchase licenses for the utilized of the solution in a production environment, the County shall have access to additional licenses for utilization in non-production environments at no additional cost. The non-production environment may consist of the following:

(1) test environment, (2) training environment, (3) development environment, and (4) back-up or disaster recovery; whichever environment is applicable. The utilization of licenses in a non-production environment shall apply regardless of the quantity and type of non-production environment.

3.3.11 SOURCE CODE

1. The Vendor shall promptly and continually update and supplement the source code as necessary with all correct, improvements, updates, releases, or other changes developed for the software as well as any documentation related to the software at no additional cost.; these costs shall be inherited in the maintenance and support agreements.

2. The source code shall not be written in a proprietary code and should allow reasonably skilled programmer to access the software without the assistance of the Vendor.

3. The Vendor agrees that in the event of the Vendor's inability to exist as an entity, the Vendor shall promptly provide the County one (1) copy of the most current version of the source code for the affected software as well as any documentation related to the software. The affected software includes any primary and supporting modules that are owned by the Vendor and are in use by the County. The conditions include, but are not limited to: (1) ceases to market or make available maintenance and/or support of which the County is entitled to receive or purchase, (2) becomes insolvent, executes an assignment for the benefit of creditors, or subject to bankruptcy or receivership to proceed, (3) ceases business operations, or (4) transferred all or substantially all (>50%) of its assets or obligations to a 3rd party which has not assumed all obligations of vendor. In the event of the aforementioned item (4), the Vendor shall provide to the County a copy of the contract of terms and conditions outlining the agreement between the Proposer and the 3rd party. The terms and conditions which shall be provided are in respect to any entity (i.e., Fulton County Government) that has a legal binding agreement with the Proposer.

4. The Vendor shall deposit a copy of the source code in escrow with its Escrow Agent. The Proposer shall provide information in reference to the Escrow Agent at the time this solicitation is awarded. The information to be provided in reference to the Escrow Agent shall include the point of contact, company name, address, and telephone number. The Proposer shall also provide the annual escrow statement from the escrow holder.

3.3.12 PROFESSIONAL SERVICES

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

3.3.13 PROJECT PLANNING PHASE

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

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

3.3.14 REQUIREMENTS DEFINITION PHASE

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

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

3.315 DESIGN PHASE

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

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

3.3.16 DEVELOPMENT PHASE

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

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

C. Implementation plan

3.3.17 INTEGRATION AND TEST PHASE

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

A. Integrated software
B. Production implementation plan
C. Acceptance plan which include test cases

3.3.18 IMPLEMENTATION

This phase shall be comprised of the acceptance, installation, deployment of the application so to ready the software application for a production environment. The System must accommodate simultaneous operation of existing fuel management system as new fuel management system is deployed; minimize downtime during the installation and deployment process. Vendor must provide Transition Plan to be approved by the County The proposer shall include the setup for a training/test environment on the test server which is completely separate from the live production server environment. This entails the completion of user acceptance testing as well as software specific testing. The user acceptance testing will include the successful testing of the user requirements as outlined in this document as well as those identified in the requirements gathering phase of the project. The software testing will include performance testing for each unit as well as the integration into various software modules. The software testing may also include the testing of integration with external applications. Successful execution of the test application is a prerequisite to acceptance of the software application by the customer. The output of this phase should include the following documentation:

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

3.3.19 OPERATION AND MAINTENANCE

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

3.3.20 MODIFICATIONS AND ADDITIONAL SERVICES

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

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

3.3.21 PROJECT MANAGEMENT

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

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

3.3.22 INITIATING

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

3.3.23 PLANNING

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

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

3.3.24 EXECUTING

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

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

3.3.25 CONTROLLING AND MONITORING

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

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

3.3.26 CLOSING

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

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

3. The following services will be required of the Project Manager:

    A. Identify County's current Business Processes that exist today. Including a gap analysis to identify and document existing gaps between the selected software applications and current business processes. The vendor should anticipate that the County might modify processes to match the selected solutions pre-configured system rather than make custom software modifications.

    B. Provide the County with the development of a project plan, project schedule and a high-level project budget including software, services, training and maintenance necessary to successfully implement a legislative information management and tracking system.

3.3.27 CONTRACT ADMINISTRATION AND MANAGEMENT

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

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

3. In the event the Proposer neglect to perform the services properly or fail to comply with the requirements set forth in the contract, the Proposer shall correct the default at no additional cost to the County. If the Proposer fails to correct the default within sixty (60) days, the County shall have the option to terminate the agreement without cost. Upon termination, the Proposer shall comply with the source code requirements outlined in Section 3.3.11.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

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

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

Section 1 - Executive Summary

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.

- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).

- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Project Plan

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

2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used. The technical description shall include the number of programs and the source language(s), database management software, communication or network software (including Internet Explorer, Java, etc.), report writers or query languages used; also describe security features and any other features that make the system unique. Reference to software applications shall include the version being used as well as other versions for which the software is compatible. If there are strategic plans to migrate to future releases within the one (1) year of the project implementation, the vendor shall also provide the new version number as well as the anticipated release date.

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

Current Software (include version number)	Utilization	Other Compatible Version(s)	Future Version(s)	Anticipated Release Date
Oracle 10	DB	8,9	11g	01/01/2010
Internet Explorer 7	Web	n/a	8	09/01/2009
Windows Server 2008	OS - Server	n/a	2008 R2	11/01/2009

JDK/JRE 5.0 – Java Runtime Environment	Web interface	5.0 and all previous	6	09/01/2009

4. System Requirements Matrix

   Failure to complete and return this section of the RFP will be a basis for disqualification. This section is to be returned on the original hard copy forms provided in Section 9. If the forms are retyped or altered in any way then the response will be disqualified. Responses shall also be recorded on the enclosed spreadsheet and returned with the proposal. In the event that the paper response and electronic response differ, the paper response will be used. The following section contains the response documents, which shall be completed and submitted as part of the Proposal Response Section., Section 9.

5. Description of project deliverables.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.

2. All proposed key personnel must have at least a minimum of three (3) years work experience installing and configuring Fuel Management Systems.

3. The Project Manager must have a minimum of five (5) years experience implementing Electronic Fuel Management Systems and must have completed the most recent project related to Fuel Management within the past five (5) years. The aforementioned referenced projects should be similar in terms of scope of work and customer size as identified for the proposed solution.

4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
   - Name and Title
   - Professional Background
   - Current and Past Relevant Work Experience
   - Relevant Training
   - Courses completed during the past five (5) years
   - Previous Work Experience related to Electronic Fuel Management Systems
   - Include two (2) references for each key personnel member on

similar projects.
- Include the role and responsibilities that each key personnel member will perform on this project

Section 4 – Relevant Project Experience/Past Performance

In accordance with the minimum qualifications in section 1.4 of this RFP, identify three (3) projects where the Proposer has performed work that is similar to the requirements outlined in this RFP and was for entities comparable to Fulton County within the past three (3) years. Such entities include cities and/or counties which provide Fuel Dispensing and Fuel Management for its' fleet. Limit your response to one (1) page per project; please provide the following information for each project:

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

Section 5 – Proposer Financial Information

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

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

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

(1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
(2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
(3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
(4) Identify any evidence of access to a line or letter of credit.
(5)

Section 6 - Availability of Key Personnel

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

Section 7- Local Preference

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

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

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

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

   The following supporting documentation must be provided:

   - Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
   - Copy of a lease or rental agreement, or;
   - Proof of ownership interest in a location within the geographical boundaries of Fulton County.

2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

   The following supporting documentation must be provided:

   - Provide the residential address of the business owner(s).

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

   The following supporting documentation must be provided:

   - Provide a list of all employees name and address.

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

Section 8 – Service Disabled Veterans Preference

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

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

Section 9 – Disclosure Form and Questionnaire

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

Section 10 – Cost

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The respondent with the lowest average hourly rate will receive the full 15 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 15, the total points allowed for cost.

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

Lowest cost submitted

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

3.5 COST PROPOSAL FORMAT AND CONTENT

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

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Project Plan	15%
Qualifications of Key Personnel	10%
Relevant Project Experience	10%
Financial Responsibility	5%
Content and Quality of Technical Proposal	20%
Past performance on previous contracts	5%
Disclosure Form and Questionnaire	5%
Local Preference	10%
Service Disabled Veterans Preference	5%
Cost Proposal	15%
TOTAL POINTS	**100%**

SECTION 5
PROPOSAL FORMS

5.1 INTRODUCTION

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

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

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

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 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 must provide a copy of their license for the work they will perform on this project. **Form G**

Local Preference Affidavit of Bidder/Offer
Proposer shall complete and submit **Form H**, which certifies that the Proposer is eligible to receive local preference points.

FORM A: CERTIFICATION REGARDING DEBARMENT

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

DEBARMENT ORDINANCE

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

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

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

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

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

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

3) Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;

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

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

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

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

   d. Falsification of any documents.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 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 or\f perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 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: _____

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 owning on a contract; and

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

SIGNATURE:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

EXHIBIT B – EMPLOYMENT REPORT

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

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): _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer:_____

ITB/RFP Number:_____

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

_____

_____

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

   _____
   _____

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

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

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)

Signature_____

Title_____

Date_____

_____
(Subcontractor)

Signature_____

Title_____

Date_____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

_____
(Description of Work)

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

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

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

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

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature:_____

Firm:_____

Address:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No._____

Project Name_____

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

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

1. **Firms:**

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

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

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

NAME OF JOINT VENTURE (If applicable):_____

ADDRESS:_____

_____

PRINCIPAL OFFICE:_____

OFFICE PHONE:_____

Note: Attach additional sheets as required

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

_____

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

_____

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

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

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

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

FOR_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

State of_____**:**

County of_____**:**

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

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

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

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

Automated Fuel Management System Services

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

Fire Damage $100,000	Limits	

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** Each Occurrence $1,000,000
   (In excess of above noted coverages)

5. **PROFESSIONAL LIABILITY** PerClaim/Aggregate $1,000,000/$1,000,000
   (To be provided when the Contract includes specified Professional Services)
   Extended Reporting Period 3-5 Years

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 Professional Liability) 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 additional 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 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 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 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 t protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the 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 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
Ethics
Innovation
Customer Services
Resource Management
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
ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
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.

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

OWNER:

FULTON COUNTY, GEORGIA

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

[Insert Consultant COMPANY NAME]

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

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ADDENDA

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

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

APPENDIX 1

POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS

FULTON COUNTY

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-0ff 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.

SECTION 9
EXHIBITS

- **Exhibit 1** **Required Proposal Submittal Check List**
- **Exhibit 2** **Cost Proposal Summary**
- **Exhibit 3** **Project Initiatives and Deliverables**

EXHIBIT 1

Request to Proposal (RFP) Submittal Check List for

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

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

Item #	Required Proposal Submittal Check List	Check (√)
1	One (1) Proposal marked **"Original"**, five (5) CD's	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements *Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit*	
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	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	

EXHIBIT 1

Request to Proposal (RFP) Submittal Check List for

	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	

EXHIBIT 2

Cost Proposal Summary

1. Big Creek Fuel Island Location

	Description	Quantity	Unit Cost	Total Cost
1.1	Fuel Island Terminal		$	$
1.2	Hose Controls		$	$
1.3	Site Controller		$	$
1.4	Network Device		$	$
1.5	Tank Monitor interface to fuel management system		$	$
1.6	Installation Cost		$	$
1.7	Sub Total			$

2. Central Maintenance Upstairs Fuel Island Location

	Description	Quantity	Unit Cost	Total Cost
2.1	Fuel Island Terminal		$	$
2.2	Hose Controls		$	$
2.3	Site Controller		$	$
2.4	Network Device		$	$
2.5	Tank Monitor interface to fuel management system		$	$
2.6	Installation Cost		$	$
2.7	Sub Total			$

3. Central Maintenance Downstairs Fuel Island Location

	Description	Quantity	Unit Cost	Total Cost
3.1	Fuel Island Terminal		$	$
3.2	Hose Controls		$	$
3.3	Site Controller		$	$
3.4	Network Device		$	$
3.5	Tank Monitor interface to fuel management system		$	$
3.6	Installation Cost		$	$
3.7	Sub Total			$

EXHIBIT 2

Cost Proposal Summary

4. Charlie Brown Airport Fuel Island Location

	Description	Quantity	Unit Cost	Total Cost
4.1	Fuel Island Terminal		$	$
4.2	Hose Controls		$	$
4.3	Site Controller		$	$
4.4	Network Device		$	$
4.5	Tank Monitor interface to fuel management system		$	$
4.6	Installation Cost		$	$
4.7	Sub Total			$

5. North Fulton Service Center Fuel Island Location

	Description	Quantity	Unit Cost	Total Cost
5.1	Fuel Island Terminal		$	$
5.2	Hose Controls		$	$
5.3	Site Controller		$	$
5.4	Network Device		$	$
5.5	Tank Monitor interface to fuel management system		$	$
5.6	Installation Cost		$	$
5.7	Sub Total			$

6. South Fulton Service Center Fuel Island Location

	Description	Quantity	Unit Cost	Total Cost
6.1	Fuel Island Terminal		$	$
6.2	Hose Controls		$	$
6.3	Site Controller		$	$
6.4	Network Device		$	$
6.5	Tank Monitor interface to fuel management system		$	$
6.6	Installation Cost		$	$
6.7	Sub Total			$

EXHIBIT 2

Cost Proposal Summary

7. Stonewall Fuel Island Location

	Description	Quantity	Unit Cost	Total Cost
7.1	Fuel Island Terminal		$	$
7.2	Hose Controls		$	$
7.3	Site Controller		$	$
7.4	Network Device		$	$
7.5	Tank Monitor interface to fuel management system		$	$
7.6	Installation Cost		$	$
7.7	Sub Total			$

8. Willis Mill Fuel Island Location

	Description	Quantity	Unit Cost	Total Cost
8.1	Fuel Island Terminal		$	$
8.2	Hose Controls		$	$
8.3	Site Controller		$	$
8.4	Network Device		$	$
8.5	Tank Monitor interface to fuel management system		$	$
8.6	Installation Cost		$	$
8.7	Sub Total			$

9. Fire Station #13 Fuel location

	Description	Quantity	Unit Cost	Total Cost
9.1	Fuel Island Terminal		$	$
9.2	Hose Controls		$	$
9.3	Site Controller		$	$
9.4	Network Device		$	$
9.5	Tank Monitor interface to fuel management system		$	$
9.6	Installation Cost		$	$
9.7	Sub Total			$

EXHIBIT 2

Cost Proposal Summary

10. Mobile Fueling

	Description	Quantity	Unit Cost	Total Cost
10.1	Fuel Island Terminal		$	$
10.2	Hose Controls		$	$
10.3	Site Controller		$	$
10.4	Network Device		$	$
10.5	Tank Monitor interface to fuel management system		$	$
10.6	Installation Cost		$	$
10.7	Sub Total			$

11. Fuel Management Unit System Components

	Description	Quantity	Unit Cost	Total Cost
11.1	Memory Keys		$	$
11.2	Key Encoder Device		$	$
11.3	Vehicle ID Programmer/Reader		$	$
11.4	Other		$	$
11.5	Sub Total			$

12. Miscellaneous Items and Services

	Description	Quantity	Unit Cost	Total Cost
12.1	Data Conversion Services		$	$
12.2	Interface Development & Special Reports		$	$
12.3	Training Costs		$	$
12.4	Software Maintenance Contract (total system annual price)		$	$
12.5	Other			$
12.6	Sub Total			$

13. Total Proposal Cost: $ _____

EXHIBIT 3

Project Initiatives and Deliverables

1. Installation and Configuration

- Configure the application on the data server
- Determine and Set-up security groups and users Deliverables:
- Application will be installed on application server
- Security Roles and Groups must be set-up and applied in the CHS environment

2. Process Workshops

- Review Current Process
- Enhance current process with new processes using Technology

Deliverables:

- Process Document with Work Flow Diagrams must be provided from each workshop including resource recommendations documenting internal and external resources.

3. Work Management System

- Fuel Management System
  Data (Background data, data imported from Current System, PM steps and procedures and schedules)
  Create templates for Data Entry
  Review data process using templates
  Review and Check data for accuracy
  Import templates with data provided by Fulton
- Data Migration from Tech 21
  Create Data Migration Plan
  Create Data Mapping Plan
  Migrate Data into ARCHIBUS

Deliverables:

- A database that contains all background data imported from the templates
- Migrated data from Tech 21 Management Systems

4. Configuration

- Create roles and tasks

Deliverables:

- roles and tasks available

Project Initiatives and Deliverables

5. Reports

- Review Enterprise Reports
- Identify 10 customized reports available through from Client Server

Deliverables:

- Enterprise reports saved to hotlist and identified to specific Roles
- 10 customized reports from the Web

6. Testing

- Submit list of Roles and Process for each role
- Test each process under each role using at least 10 exercises with test data and confirm results

Deliverables:

- submission of signed list of exercises performed under each role by person conducting test

7. Training

Administration – <1 day
All Roles and associated Processes – <1 day
Customized Reporting – <1 day
RF Devise Installation – 2 day

Deliverables:

- Onsite training classes
- Customized training manuals for each class

APPENDIX A

Fulton County
Information Technology (IT) Requirements & Standards

Last Revised: February 2012

FULTON COUNTY

Table of Contents

1. Information Technology Assessment 1
2. IT Requirements and Standards 3
2.1. Overview and Objectives 3
2.2. Hardware, Software, Infrastructure Standards 3
2.2.1. End-User Software 4
2.2.2. End-User Hardware 4
2.2.3. Database Systems & Data Storage 5
2.2.4. Server Hardware (minimum requirements) 5
2.2.5. Mobile Communication Devices 6
3. Application Programming Interfaces (API) Protocol 7
4. Testing and Acceptance 7
5. Training Requirements 9
5.1. End-User Training 9
5.2. Administrative/IT Training 9
6. Product Solution Documentation 10
8. Preferred Terms & Conditions Error! Bookmark not defined.

1. Information Technology Assessment

The purpose of this questionnaire is to provide Fulton County a high-level overview of the vendor's proposed information technology solution and the environment that will be required to support the solution. Vendors are required to respond to all questions listed below. If a question does not apply to the proposed solution, the vendor must provide an explanation.

1. Will this solution be hosted by the vendor (i.e. no hardware will be installed within Fulton County's firewall)?
2. If you answered "NO" above, please provide details on all hardware and connectivity requirements.
3. Do you have an infrastructure diagram that outlines basic system architecture? If yes, please provide.
4. Please provide a high-level overview of the software components of the proposed solution.
5. Approximately how many servers will be required for the proposed solution? List the function of each server.
6. How many environments do you recommend for the proposed solution?

7. Can the application be implemented in a virtual environment (including web and database servers)?
8. Please explain the solutions data storage requirements.
9. Is the proposed solution a web-based application or client/server?
10. Will the proposed solution store, process, or access any sensitive data (e.g. PII, credit card numbers, social security numbers, HIPAA, etc.)? If so, how will you ensure the security of data, and transmission of such data?

The following space is provided for vendor's to detail any instances where there proposed solution is not in compliance with the following IT Requirements & Standards.

2. IT Requirements and Standards

2.1. Overview and Objectives

The Fulton County Department of Information Technology (DoIT) is a centralized IT Department supporting all departments within Fulton County. DoIT is empowered through Fulton County Code, Policies and Procedures as the agency responsible for establishing, updating, enforcing, and retiring information technology (hardware, software and supporting infrastructure) requirements as well as its standards. IT requirements and standards ensure alignment, consistency, and modernization in the selection and maintenance of information systems used within the County.

The objective in providing vendors IT requirements & standards are threefold:

1. In order to ensure that IT acquisitions integrate well into Fulton's technology environment facilitating its ability to carry out the business of Fulton County.
2. In order to identify and manage the risk, security exposure, or liability associated with an IT acquisition.
3. As well as, ensuring Fulton County achieves the maximum value from any information technology investment.

Any product solution that relies on the IT system's enterprise infrastructure, connects to the IT network, or depends upon DoIT support must fully conform to the requirements and standards identified in this document. The requirements and standards provided do not represent a comprehensive view of all the products in use across the County. However, the intent of the list is to convey the primary standards for the major solutions supported by DoIT and/or delivered with IT resources. The County's Chief Information Officer (CIO), in compliance with County Policy 600-61, must approve all procurements comprised of IT components.

2.2. Hardware, Software, Infrastructure Standards

Compliance is mandatory for all hardware and software solutions implemented as defined within requirements and standards guidelines. Proposers must provide a complete understanding of their respective solutions recommended systems architecture and the product solution's Total Cost of Ownership (TCO.)

Proposers must submit complete systems architecture diagrams defining all hardware, software, network, database, components, and their connectivity. In addition, a complete itemized list of costs associated with the aforementioned items must be included.

Proposers must provide complete explanations for each instance of non-conformance and may be subject to further compliance inquiry by DoIT.

2.2.1. End-User Software

Component	Current Standard
Operating System	Windows7
Desktop Applications (i.e.,word processor, spreadsheets, presentation)	Microsoft Office Suite 2010
E-Mail Client	Microsoft Outlook 2010
Web Browser	Microsoft Internet Explorer - IE8/IE9
Antivirus	Microsoft Forefront Server/Client Security
Mainframe Terminal Emulation	Rocket Software - Blue Zone
PDF Files Read/Write	Adobe Acrobat - Latest Version
Geographic Information Systems (GIS) Suite	ESRI ArcGIS v10.0 Desktop
Other	Must be Approved

2.2.2. End-User Hardware

Component	Desktop PC	Laptop
CPU	Intel Core i5-650 Processor	Intel Core i3-350M Processor
Memory	4GB PC3 RAM	4 GB DDR3 RAM
Video Card	Intel Integrated Graphics	Intel Integrated Graphics
Interface Card(S)	Ethernet /100/1000	Ethernet /100/1000
Wireless	802.11 a/n wireless, Bluetooth 2.1, V92 Modem	802.11 a/n wireless, Bluetooth 2.1, V92 Modem

2.2.3. Database Systems & Data Storage

Component	Current Standard
Operating Systems	• Microsoft Windows Server 2008 R2 Standard Edition • Microsoft Windows Server 2008 Enterprise Server (clustering or servers with 4 processors or more) • Oracle Enterprise Linux v5.5 • Red Hat Enterprise Linux v5.5
Database	• Oracle 11g R1 • MS SQL Server 2008 R1 64bit
Data Storage	SAN/NAS

2.2.4. Server Hardware (minimum requirements)

Component	Application Server	Database Server
Physical Servers		
Type	INTEL	INTEL
Power	Dual Redundant	Dual Redundant
Hard Drive Configuration	• Internal: 2 ea. 73GB 15KRPM serial attached SCSI • Additional Drives (separate enclosure) 5 ea. 300GB 15KRPM serial attach SCSI • RAID1/RAID5	• Internal: 2 ea. 146GB 15KRPM serial attached SCSI 6Gbps hot plug • Additional Drives (separate enclosure) 5 ea. 300GB 10KRPM serial attach SCSI Hot Plug • RAID1/RAID5
CPU	• 2 each Intel Xeon X5570 • 2.93GHz, 8M Cache • 6.40GT/s QPI, Turbo, HT	• 4 each Intel Xeon E7540 • 2.0GHz, 18MB Cache • 6.4GT/s QPI, Turbo HT • 6 Core @ 1066MHz
Network Interface Cards	4 each. Full Ethernet 10/100/1000 Base-T	2 each, Dual Port Gigibit (1000Mb) NIC w/TOE iSCSI PCIe.
RAM	• 48GB (12x4GB), 1066MHz Dual • RDIMMs optimized for 2	• 128GB (32x4GB) • 1066MHz Quad Ranked

	processors	• RDIMMs optimized for 4 processors • Power Optimized
HBA	• Fiber channel • Dual Qlogic 4GB Optical fiber channel - Model 2460 or better.	• Fiber channel • Dual Qlogic 4Gb Optical fiber channel HBA PCIe
External Storage Controller	• SAS RAID controller - external • PCIe, 256MB Cache (minimum)	• SAS RAID controller - external • PCIe, 512MB Cache (minimum)
Maintenance	• 3 Year, 24/7, 4 hour on-site (or NBD if specified) • Parts & labor included.	• 3 Year, 24/7, 4 hour on-site • Parts & labor included
Additional Hardware Requirements	• Rails w/ cable management. • Internal DVD+/- RW, SATA drive.	• Rails w/ cable management arm. • Internal DVD+/- RW, SATA drive.
Virtual Servers		
	• ESXi for Windows 2008	• Oracle VM: 2.2.2 and 3.x

2.2.5. Mobile Communication Devices

Device	Current Standard
Blackberry	• RIM Blackberry Model 9330 • Current Service Provider: Sprint Solutions

Vendor agrees that the solution/response provided to this solicitation is currently compatible with all of the aforementioned requirements and standards.

Yes _____ No _____
Exceptions: Please explain any instance of non-compliance with any requirements and standards.

3. Application Programming Interfaces (API) Protocol

An application-programming interface (API) is a particular set of rules ('code') and specifications that software programs can follow to communicate with each other. The County prefers the use of service-oriented APIs that is not bound to a specific process or system as well as providing remote procedure calls or web services. Comprehensive documentation for APIs and data exchange protocols is subject to acceptance testing and approval. All APIs must conform to version upgrades, O/S upgrades, web browser upgrades, etc.

4. Testing and Acceptance

All new systems and/or products will undergo a process of testing and acceptance. This process shall include the following minimum testing procedures prior to final acceptance by Fulton County Government:

1. The proposer shall certify in writing to the County that the system is completely installed, meets all requirements, is free of defects, the data conversion is complete and accurate, and the total system (application, file building, conversion, back-up and recovery procedures, etc.) is ready for operation.
2. The proposer shall be prepared to demonstrate all functions of the system prior to the start of user acceptance testing.
3. The proposer shall provide documentation and interface specifics on each interface provided. The burden of proof regarding on how each interface conforms to the IT Standards and Procedures is the responsibility of the proposer.
4. Upon receipt of the letter of certification from the vendor, Fulton County has a minimum of a sixty-day period to commence the process that will either accept or deny the acceptance the letter of certification. User acceptance testing will include an intensive exercise of each component and module of the system simulating a normal workload. This testing will provide assurance that the various components and modules of the system operate as specified. During this period, the system shall demonstrate a total availability of 99.99% or better.

- **Acceptance Criteria**

1. The solution meets the current published product specifications and documentation;
2. The solution is capable of running a variety of data on a repetitive basis without failure;
3. The solution meets the requirements and specifications described in this document and the functional requirements described in their bid response or response to RFP;
4. All documentation has been delivered and accurately reflects the operation of the solution;
5. All specified training has been conducted and accepted by Fulton County;
6. The interfaces properly provide the data necessary without disrupting the performance of the system or disrupting any of the original data files.
7. Once this acceptance testing is complete, the warranty period begins.

- **System Unavailable Criteria**

1. Any component or module capability is not available to all active workstations.
2. Any feature or specification either required within this document or stated in the proposer's response to bid or RFP does not perform as stated.
3. Conversion of all existing data files is not complete or is incompatible.
4. Interfaces are not complete and working.
5. Reporting features are not available and in compliance with requirements.
6. Training is incomplete or deemed inadequate by DoIT.

All new systems and/or products will undergo a process of testing and acceptance. This process shall include the following minimum testing procedures prior to final acceptance by Fulton County Government:

In addition, if the system requires a new install, either manually or automatically, for one hour or greater, the actual down time statistics will reflect the system as an outage.

In the event that the required level of reliability is not demonstrated by the end of the 60 day period, the County may extend the acceptance testing by another sixty (60) days. The Proposer must correct any deficiencies with the system in this time frame. If this extension is permitted, the Proposer shall reinitiate certification by submitting a revised letter of certification to the County specifying the corrections made to the system. The certification process described above will then be repeated.

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

5. Training Requirements

The Vendor shall provide a detailed, documented training plan outlining the agenda regarding training goals, learning objectives, and learning methods. The training plan shall also include any prerequisites required for training for both the end-user and technical support staff. If learning objectives are not met at the end of the training period, the Vendor shall provide alternates means to meet learning objectives within the implementation process.

5.1. End-User Training

End-User Training must identify the types, amounts, duration, and costs. The proposer shall include a plan that results in acceptable training for all levels of the system's operation. The vendor shall recommend best practices and system configuration for effective system set up. Using this information, the vendor will prepare a manual (softcopy, searchable PDF) that defines the workflow processes and procedures for users. The vendor shall provide a sample of the typical manual or training approach as part of their response.

5.2. Administrative/IT Training

The proposer shall prepare a training plan for IT staff that will enable them to administer and support the system. This plan shall include any courses off-site, classroom training, and on-the-job training necessary for systems analysts, computer operators, security personnel, programmers, database, web and network personnel. Training will include the complete support and custom programming and custom reporting to applicable staff. Describe any prerequisite knowledge or skills required. The proposal must include the cost associated with training.

Additionally, the vendor must clearly define a description of the recommended number and type of staff required to support the system. The skill sets required of each individual should be included in this description. The description of recommended staffing requirements should include all management, technical

and functional areas for the ongoing support of the system. The minimum training requirements include, at minimum, two employees in all support roles. The instructional method of "Train the trainer" is not a valid training platform.

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

6. Product Solution Documentation

It is required that the vendor provide an electronic copy, and optionally, a hardcopy of the following documentation. Please list all reproducible (DVD or CD format only) copies of documentation which is a criteria for system acceptance.

For example:

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

Vendor agrees that the solution/response provided to this solicitation will be compatible with Fulton County Standards indicated above and will meet all the criteria listed in the Appendix Fulton County Standards

Yes _____ **No** _____

Exceptions: Please explain any reason for not being able to comply with the County Standards stated in this Appendix.

_____

_____