



**INVITATION TO BID 13ITB90274YB-TR**

## **WIRELESS COMMUNICATIONS**

**For**

**INFORMATION TECHNOLOGY**

**BID DUE DATE AND TIME:** *Tuesday, November 12, 2013 at 11:00 A.M.*

**BID ISSUANCE DATE:** *Wednesday, October 9, 2013*

**PRE-BID CONFERENCE DATE:** *Tuesday, October 29, 2013 at 10:00 A.M.*

**PURCHASING CONTACT:** *Terrence Reese, APA*

**E-MAIL:** [terrence.reese@fultoncountyga.gov](mailto:terrence.reese@fultoncountyga.gov)

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

# TABLE OF CONTENTS

---

## Invitation to Bid

### **Section 1 - Instructions to Bidders**

01. Contract Documents
02. Bid Preparation
03. Receipt and Opening of Bids
04. Addenda and Interpretations
05. Site Examination
06. Bidder's Modification and Withdrawal of Bids
07. Bid and Contract Security
08. Surety Bonds
09. Insurance Requirements
10. Right to Reject Bids
11. Applicable Laws
12. Examination of Contract Documents
13. Bid Evaluation
14. Award Criteria
15. Disqualification of Bidders
16. Basis of Award
17. Detention Equipment Contractor (DEC) Required Submittals
18. Wage Clause
19. Notice of Award of Contract
20. Execution of Contract Documents
21. Equal Employment Opportunity (EEO) in Purchasing and Contract Compliance
22. Joint Venture
23. Contractors Compliance with Procurement
24. Georgia Security and Immigration Compliance Act
25. Subcontracting Opportunities
26. Term of Contract
27. No Contact Provision
28. Authorization to Transact Business
29. Pre-Construction Conference
30. Substitutions
31. Bid General Conditions
32. Submittals

### **Section 2**

Bid Form

### **Section 3**

Scope of Work and Technical Specifications

### **Section 4**

Pricing Forms

### **Section 5**

Insurance and Risk Management Provisions

### **Section 6**

Purchasing Forms

- Form A - Non-Collusion Affidavit of Prime Bidder
- Form B - Certificate of Acceptance of Request for Bid Requirements
- Form C - Georgia Professional License Certification (*not applicable*)
- Form D – Certification Regarding Debarment

# TABLE OF CONTENTS

---

Form E – Disclosure Form and Questionnaire  
Form F – Georgia Security and Immigration Contractor Affidavit and Agreement  
Form G – Georgia Security and Immigration Subcontractor Affidavit

## **Section 7**

Contract Compliance Requirements

Non-Discrimination in Contracting and Procurement

Required Forms and EBO Plan:

- 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 Subcontracting Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Exhibit G – Prime Contractor/Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Forms  
Equal Business Opportunity Plan (EBO Plan)

## **Section 8**

Sample Contract

## **Section 9**

Exhibits

**INVITATION TO BID  
13ITB90274YB-TR WIRELESS COMMUNICATIONS**

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for Wireless Communications will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **Tuesday, November 12, 2013 at 11:00 A.M.**

**SCOPE OF WORK**

Fulton County Government is seeking to obtain a Wireless Communication Services Provider to include equipment, supplies, network, and support for wireless voice and **data services**. **Given the critical nature of County services like public safety and health**, it is imperative that the Bidder ensures limited interruptions in service, even during the transition from the County's current wireless provider. The detailed scope of work and technical specifications are outlined in Section 3 Scope of Work of this bid document.

**BID DOCUMENTS**

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

**PURCHASING CONTACT**

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government  
Department of Purchasing & Contract Compliance  
Attn: Terrence Reese  
Fulton County Public Safety Building  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Email: [terrence.reese@fultoncountyga.gov](mailto:terrence.reese@fultoncountyga.gov)  
Fax: (404) 893-1739  
Reference Bid #: 13ITB90274YB-TR

**PRE-BID CONFERENCE**

Date: Tuesday, October 29, 2013  
Time: 10:00 A.M.  
Location: Bid Conference Room - Purchasing Department

A Pre-Bid Conference will be held on **Tuesday, October 29, 2013 at 10:00 A.M.** at the Fulton County Government Center, located at 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303, in the Purchasing Bid Conference Room. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.***

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the Bidders perspective. However, no verbal response provided at the Pre-Bid Conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be considered official.

**BONDING REQUIREMENTS (Not Applicable to this Project)**

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent of the Bid, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

**END OF SECTION**

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

### 2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND TWO (2) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "**Original**". All dollar amounts must be **BOTH** in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

### **3. RECEIPT AND OPENING OF BIDS**

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **13ITB90274YB-TR, Wireless Communications**.

**REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (see Section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

### **4. ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than **2:00 PM, Tuesday, November 5, 2013**. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance  
Attn: Terrence Reese, APA  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303

Fax: (404) 893-1744  
[terrence.reese@fultoncountyga.gov](mailto:terrence.reese@fultoncountyga.gov)  
Bid #: 13ITB90274YB-TR Wireless Communications

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if any addend are issued to this Invitation to Bid.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

**5. SITE EXAMINATION**

There will not be a scheduled site visit for this project.

**6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS**

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

**7. BID AND CONTRACT SECURITY**

**NOT APPLICABLE FOR THIS PROJECT**

**8. SURETY BONDS (NOT APPLICABLE FOR THIS PROJECT)**

The submission of surety bonds subsequent to the Bid submission shall be:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement.

The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

**9. INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

**10. RIGHT TO REJECT BIDS**

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

**11. 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.

**12. EXAMINATION OF CONTRACT DOCUMENTS**

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

### 13. BID EVALUATION

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers who's technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be

rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

#### 14. **AWARD CRITERIA**

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
  - a. The completeness of all material, documents and/or information required by the County;
  - b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following
  - a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
  - b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
  - d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
  - e. Has the appropriate and adequate technical experience necessary to perform the Work;
  - f. Has adequate personnel and equipment to do the Work expeditiously;

- g. Has suitable financial means to meet obligations incidental to the work.

**15. DISQUALIFICATION OF BIDDERS**

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

**16. BASIS OF AWARD**

The Contract, if awarded, will be awarded to the lowest, responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. All other required Contract Documents must be fully completed and executed by the Contractor and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

**17. PROFESSIONAL LICENSES (NON-APPLICABLE)**

The State of Georgia requires that the following professions are required by state law to be licensed:

- 1. Electricians
- 2. Plumbers
- 3. Conditioned Air Contractors
- 4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

**18. WAGE CLAUSE**

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

**19. NOTICE OF AWARD OF CONTRACT**

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

**20. EXECUTION OF CONTRACT DOCUMENTS**

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any

agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

**21. EQUAL EMPLOYMENT OPPORTUNITY (“EEO”) IN PURCHASING AND CONTRACTING**

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County’s Non Discrimination in Contracting and Procurement.

**22. JOINT VENTURE**

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or are accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

**23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder’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 the General Conditions of the Agreement.

**24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Invitation to Bid 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 6, Purchasing Forms & Instructions for declarations and affidavits.

**25. 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".

**26. TERM OF CONTRACT**

**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 2014, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31<sup>st</sup> day of December, 2014. 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 1<sup>st</sup> day of January, 2015 and shall end no later than the 31<sup>st</sup> day of December, 2015. If approved by the County Board of Commissioners, the 2<sup>nd</sup> Renewal Term shall begin on the 1<sup>st</sup> day of January, 2016 and shall end no later than the 31<sup>st</sup> day of December, 2016. 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.

**27. NO CONTACT PROVISION**

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.

**28. AUTHORIZATION TO TRANSACT BUSINESS**

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must 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.

**29. BID GENERAL CONDITIONS**

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).

**30. Submittals**

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	<b>Bid Submittal Check Sheet</b>	<b>Check (√)</b>
1.	<b>Georgia Security and Immigration Contractor Affidavit(s) and Agreements</b>	
2.	<b>Georgia Security and Immigration Subcontractor Affidavit(s)</b>	
3.	<b>Bid Form</b>	
4.	<b>Acknowledgment of Addenda</b>	
5.	<b>Bid Bond <i>(Not Applicable)</i></b>	
6.	<b>Non-Collusion Affidavit</b>	
7.	<b>Certificate of Acceptance of Request for Bid</b>	
8.	<b>Georgia Utility Contractor's License (if applicable)</b>	
9.	<b>Georgia General Contractors License (if applicable)</b>	
10.	<b>Georgia Professional License (if applicable)</b>	
11.	<b>Certificate Regarding Debarment</b>	
12.	<b>Disclosure Form and Questionnaire</b>	
13.	<b>Office of Contract Compliance Requirements (submitted in a separate envelope)</b>	
14.	<b>Proof of Insurance Coverage</b>	

**END OF SECTION**

**BID FORM**

Submitted To: Fulton County Government

Submitted By: \_\_\_\_\_

For: **13ITB90274YB-TR, Wireless Communications**

Submitted on \_\_\_\_\_, 2013

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ \_\_\_\_\_  
(Dollar Amount in Numbers)

\_\_\_\_\_  
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.



**Note:** If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**END OF SECTION**

## SECTION 3 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

### 1. **Wireless Communication Services - General**

Fulton County Government is seeking to obtain a Wireless Communication Services Provider to include equipment, supplies, network, and support for wireless voice and **data services**. **Given the critical nature of County services like public safety and health**, it is imperative that the Bidder ensures limited interruptions in service, even during the transition from the County's current wireless provider.

The following summarizes the scope of this ITB and explains the system components and services that must be included in the Bid, as well as components, software, or services that should also be included.

The scope of this procurement includes the provision, maintenance and monitoring of a non-proprietary communications infrastructure, composed of the following major components:

- A. Cellular Network Direct Access** - Direct Access to the Public Switched Telephone Network (PSTN) and Internet (for data) via Cellular Network of 3G speeds or greater.
- B. Equipment compatible with network as required** - County is expecting in its new environment to use **"Android"** smart phones in place of Blackerry.
- C. Wireless Broadband Modems compatible with network as required of equal to or superior type and model is mandatory** - Includes all devices currently in use.
- D. Licensing** - As required for data and voice management systems, services, and/or applications.
- E. In-Building Coverage Solution** - A solution that provides in building coverage to locations that have difficult wireless penetration. A list of high priority locations is provided in Exhibit (B). Sufficient in-building coverage is considered mandatory for the reference sites.
- F. Account Administration and Technical Support** - Dedicated account team to provide direct support of account and coordinate delivery, administration, and support of devices, supplies, accessories, and applications.
- G. Mobile Device Management Solution (MDM)** - Single management console that allows the County to at minimum control County applications environment, enroll devices, configure and update device settings over-the-air, remote wipe, and secure mobile devices.

On the cutover date, as determined in an agreement for service, the selected wireless provider will begin service level monitoring; begin transition to the new Wireless Communications Service; and will be fully responsible for the delivery of new products and services.

This section provides a list of some key features, basic functions, components and minimum specifications for services and quantities necessary to address the basic requirements of the ITB.

**2. Term of Award.**

The intent of this solicitation is to obtain Wireless Communication Services, to include equipment, network access, and necessary support associated with this service for a period of three (3) years. The contract resulting from award of this solicitation will be for a period of twelve (12) months from date of signed agreement by both parties and include two (2) additional options for renewal with successful performance and available funding.

**3. Transition Plans - Functional Requirements**

The new wireless vendor is required to port all existing phone numbers from the current wireless provider to the new wireless contract network. The vendor is also required to limit interruptions in services during conversion from the current providers (to the minimum period necessary to convert equipment and network access per user); this includes **ALL** Services for the **FULL** transition period.

**4. Current Environment**

The Department of Information Technology (DoIT) is the resource manager for Countywide Wireless Communication Services and will be the Contract Administrator for this contract.

A summary of our current wireless fleet is listed below.

Device	Quantity	Comments
Blackberry	1118	*Fulton will migrate to an all "Android" smartphone fleet
Cell Phones	365	
Wireless Mobile Broadband Card	200	
Wireless Mobile Hotspot	11	
Tablets	6	
Telluar Hub TLRTRSX5T	6	
DuraXT- Direct Connect 810 G Phone	1	
Motorola MC7598 Fingerprint Devices	19	
Gobi Card Connections	31	
WISMO Q2438	4	
Samsung M400 Cell Phone	1	

*The County expects to transition its fleet of existing Blackberry PDA devices to Android smartphones.* The County reserves the right to adjust the future fleet quantities and model types based on need and rightsizing efforts. **A detailed listing of preferred wireless devices including manufacturer and model is provided in Section 4 Pricing Forms. Item B. Licensing, Support, Equipment, and Supplies**

### **A. Current Usage and Call Patterns.**

1. **Shared minutes-cellular:** Under the existing agreement with the current service provider the County is under a shared plan comprising 240,000 pooled minutes per month covering approximately 95 percent of the wireless equipment inventory.
2. **High Volume Single User Plans:** The remaining units are covered by single unit High Volume Plans (at varying volume of air time based on experience of demand) to address the individual operational requirements of each and lower the cost of service for that user.
3. **Mobile-to-Mobile Calls:** At least twenty-five (25) percent of all calls made by County wireless devices are internal (calls to other County wireless users).

### **5. Desired Environment**

The overall goal of this ITB is to acquire a Service Provider for wireless communication services including all of the necessary services and equipment to address the County's business needs. The following is a list of key objectives and requirements:

- a) The Service provider **must** be able to provide the ability to accommodate the majority of its' wireless devices within a shared/pooled minutes plan; however, plan adjustments **must** be made regularly to reduce costs based on routine use analysis.
- b) The County seeks the ability to enable employees to communicate (mobile to mobile) to increase productivity while reducing the cost of wireless service.
- c) The County will be provided with new devices that include hands-free capabilities to ensure that our employees are provided with safety options when utilizing wireless devices. Each device **must** come equipped with a hands-free device.
- d) The County **must** have the ability to refresh the level of technology as changes occur in the industry with minimal expense.
- e) The County seeks a dedicated account team to assist in managing the account; reviewing usage, providing guidance on plan modifications to reduce expense.
- f) The Service provider will provide dedicated support for technical support on all devices and services.
- g) The County seeks to obtain statistical reports and web services that will allow County executive staff to review monthly usage and expenses within a user friendly web portal environment.
- h) The County seeks an in-building coverage solution to provide mobile connectivity in County facilities that experience signal penetration problems.
- i) The Service Provider **must** provide a solution for an in-building coverage solution for County facilities that have poor wireless signal penetration. The cost for the in-building coverage solution **must** be included in the per unit monthly cost of each device or a clearly identifiable line item.

- j) All invoices **must** be available via paper and electronically to include MS Excel.
- k) Quantities in this solicitation for equipment and services are estimates only. No guarantee is given that any specific quantities will be ordered.
- l) The County **must** have the ability to exchange equipment which does not meet the needs of the County operationally and/or technically without penalty. For example, equipment not meeting defined service levels and resulting in a negative impact on County operations will be replaced without penalty or increased pricing.
- m) The Service Provider **must** provide a Transition Plan from existing devices to new devices. The County requires a smooth transition which minimizes any impacts to County operations.
- n) The Service provider **must** provide an MDM (Mobile Device Management) solution that allows the County to maintain usage, monitor and control devices and its features. The cost for the MDM solution **must** be included in the per unit monthly cost of each device or a clearly identifiable line item.

The award resulting from this solicitation **must** provide effective support of all wireless devices affected by the agreement; an effective cost model of service, and enable a smooth transition to the new system. Under this ITB, the selected Bidder will maintain the proposed infrastructure and ensure that facilities are available to deliver the required services to all users 24 hours a day, 365 days a year.

## 6. Scope of Work (SOW) - Wireless Communications Services

### A. Functional Requirements

(Answer the questions in detail - Mandatory).

This section provides a list of some key features, basic functions, components and minimum specifications for services and features necessary to address the basic requirements of the ITB.

Provide responses to all items as either YES or NO indicating your ability to support, provide, and/or address the requirement. Also, bidders **must provide** detailed component information (description, or method of provisioning, or attached documentation) to verify that the category is addressed successfully.

Check marks or Answers of YES, without providing the requested identifying substantiating information addressing the item, or leaving an item blank, will be considered as non-compliant in meeting the minimum requirements of the specifications category. Failure to comply with this prerequisite can result in the response being considered as non-responsive and the respondent's bid may-be disqualified.

The Bidder will provide Wireless Communications Services, consisting of Smartphone (Android), cellular telephone service, mobile E-Mail (Android Devices), wireless broadband modems, technical and administrative support for the services. The Wireless

Communications network, all appropriate connecting equipment, supplies, services, and any other hardware and software required for provisioning the service, here after referred to as “**Wireless Communication Services**”, including but not limited to design, installation, provisioning, all monitoring, maintenance and problem resolution for the complete Wireless Communications Services.

The selected Vendor will assume implementation and support responsibility for all existing equipment and associated service. Additionally, the selected Vendor will perform the all Services described in this ITB and satisfy Fulton County’s business and operational requirements as they evolve.

**1. Electronic Billing Requirement.**

The selected Vendor **must** provide electronic billing. Billing **must** contain as much or more detail than paper invoicing and be accurate and reliable for auditing back to contractual rates and terms. Billing **must** also be available in an MS Excel format and Electronic Data Interchange format (EDI).

- a. Will you comply and support this requirement?

Yes \_\_\_ or No \_\_\_

- b. Detail how this will be provided:

- c. Document your **billing reconciliation** methods and processes.

- d. Describe the **procedures for handling questions** concerning bills and resolving them, to include verification, posting to account, effective date of credit, method of identifying credit, etc.

**2. Wireless Services - Current Inventory of Devices**

- a. The County expects with the proposed contract to transition its current fleet of Blackberry devices to new Android smartphones in addition to the current inventory listed below. The successful bidder **must** be capable of providing new equipment that is equal to or superior to the “**Samsung Galaxy S4**”. The County expects that each new smartphone device come equipped in a new package to include: a hands-free earphone, a travel charger and an “**Otterbox**” protective casing which fits each model. Each new Android smartphone **must** meet the following minimum technical specifications:

Android Version	Display Resolution	Display Inches	Connectivity	RAM	Micro SD Slot	Rear Camera	Front Camera
4.2.2 +	1920*1080HD	4.99 inch	Wi-Fi 802.11a/b/g/n/ac, Wi-Fi hotspot, Bluetooth Micro-USB v2.0, <u>near field communication</u> (NFC), HDMI support, <u>USB</u> <u>OTG</u> support	16GB	Yes up to 64GB	Yes	Yes

**A summary of our current wireless fleet is listed below**

Device	Quantity	Comments
Blackberry	1118	*Migrate to Android smartphone fleet- Samsung Galaxy S4 equivalent or better
Cell Phones	365	Infrequent/Periodic use
Wireless Mobile Broadband Cards	200	
Wireless Mobile Hotspots	11	
Tablets	6	
Telluar Hub TLRTSX5T	6	Units are placed in county mobile command center
DuraXT – Direct Connect 810 G Phone	1	Police Helicopter unit
Motorola MC7598 Fingerprint Devices	19	Units used by Public Safety Staff
Gobi Card Connections	31	Current devices are Panasonic Toughbooks
WISMO Q2438	4	Water Resources Service survey equipment
Samsung M400 Cell Phone	1	Car Phone

Yes \_\_\_ or No \_\_\_

### 3. Transition Plan to Bidder's Network and Service

The Bidder is required to limit interruptions in services to two (2) hours or less during conversion from the current provider's network and equipment to the respondent's network.

- a. The County expects the successful bidder to be capable of converting all the County's existing Wireless devices (cellular, E-Mail, and data) to the bidder's network in an organized, timely manner with limited disruption to service and availability. The County expects any conversion to be accomplished in groups with no more than two (2) hours disruption in any one department or office operation. It is the County's intent is to complete the conversion of the entire inventory of existing equipment to the successful bidder's network within ten (10) working days.

Yes \_\_\_ or No \_\_\_

- b. Detail how this will be accomplished. Refer to inventory of existing equipment in Section 3.A.

### 4. Service Requirements

- a. **Service Plan Requirements (Shared Minutes).**

The County requires a minimum of 240,000 minutes per month for cellular service for all cellular telephones and smartphone devices identified above in item 6.A.2.

Yes \_\_\_ or No \_\_\_

- b. **Periodic Use Requirement.**

Fulton County currently has 365 cellular telephones (included in the Cellular Telephones Quantity in the previous item above) which are used infrequently to support specific events, but are not used throughout the year regularly day-to-day. Examples include Elections, National Black Arts Festival, etc. The cell phones are stored when not in use and distributed to the necessary offices to support events requiring cellular communications. The total period of use varies, but no device in this category is used over ninety (90) days throughout the year.

**Note:** If fees for this service are handled differently, reflect the discount in pricing or make a change to the pricing model as provided in Section 3. Pricing Forms; make the appropriate notation in Section 11. C. Other One Time and/or Monthly Services Fees.

Yes \_\_\_ or No \_\_\_

- 1. Include detail approach to provide plans for stand-by services.

**5. Wireless Communications Services - Functional Requirements to be included as part of basic service.** (Answer the questions in detail as requested – Mandatory)

**a. Network Service Area/Coverage- Local Service Requirements.** Vendor **must** provide sufficient network coverage to support operational requirements of all County departments requiring wireless communications services to be provided as a result of an award of this solicitation. Vendor **must** also be able to provide a Coverage Area Network solution to include sufficient in-building signal coverage for major County facilities and areas that have interference with the providers network service/coverage for local service. **See Exhibit A (Map of Fulton County) and Exhibit B (List of Fulton facilities with in-building solutions)**

1. Include copy of detailed local area coverage map identifying area of coverage and concentration of cell towers within a 50 mile radius of Fulton County Government Center Complex, 141 Pryor Street, S.W., Atlanta as **Attachment A**. Required to be considered as responsive to this ITB. **Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Yes \_\_\_ or No \_\_\_

2. Include detailed approach to provide coverage solutions for network service areas/coverage that may encounter interference leading to minimal or no coverage in local service areas. **Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Yes \_\_\_ or No \_\_\_

3. Include detailed approach to provide in-building coverage solutions for network service areas/coverage that may encounter interference leading to minimal or no coverage in county facilities. **Please see Exhibit B (List of Fulton facilities with in-building solutions) - Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Yes \_\_\_ or No \_\_\_

**Note:** The County will use this map to verify vendor's service as adequate to address its operational requirements. The County reserves the right to test respondent's network and proposed

equipment to verify that the respondent's service meets the County's Operational requirements. Respondent will provide twenty (20) test units to be issued to various agencies for testing within buildings, remote locations, etc.

b. **Network Service Area/Coverage- National Service Requirements.** Vendor **must** provide sufficient network coverage to support operational requirements of County departments requiring wireless communications services roaming outside local service area, but within the Continental United States to be provided as a result of an award of this solicitation.

1. Include a copy of national coverage Map (Continental United States) **as Attachment B. Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Yes \_\_\_ or No \_\_\_

c. **National Roaming** in Continental U.S. (outside local service area as defined in item 4.a. above) at no additional expense, 24 hours per day, 7 days per week for both Voice and Data Services.

Yes \_\_\_ or No \_\_\_

d. **Domestic (Continental U.S.) Long Distance Service** at no additional expense.

Yes \_\_\_ or No \_\_\_

e. **International (Outside of the Continental U.S.) Long Distance Service.**

Yes \_\_\_ or No \_\_\_

f. **Call Forwarding** (routing) at no additional expense.

Yes \_\_\_ or No \_\_\_

g. **Call Waiting** at no additional expense.

Yes \_\_\_ or No \_\_\_

h. **Caller ID** at no additional expense.

Yes \_\_\_ or No \_\_\_

i. **3-Way calling** at no additional expense.

Yes \_\_\_ or No \_\_\_

g. **Basic Voicemail** (for individual wireless device) at no additional expense

Yes \_\_\_ or No \_\_\_

h. **Unlimited Mobile to Mobile** (for all units of proposed bid) calling at no additional expense.

(Specify applicable times and any exceptions)

Yes \_\_\_ or No \_\_\_

- i. **Unlimited Nights & Weekends** calling at no additional expense.

Yes \_\_\_ or No \_\_\_

(Specify applicable times and any exceptions)

- j. **Detailed Billing upon Demand** at no additional expense.

Yes \_\_\_ or No \_\_\_

- k. **Push to Talk.** Ability to communicate directly with another device on the respondent's network. This item may be addressed over the same network or via a separate distinct network.

Yes \_\_\_ or No \_\_\_

- l. **Individual Plans for Identified Devices.** Selected units which require greater than average allotted average of shared minutes due to assignment of position.

Yes \_\_\_ or No \_\_\_

- m. Proposed Plan must include new devices (Cellular phone, smartphones, and modem) for all proposed and existing units (on current provider's network) to connect to bidder's network. **Accessories must be included with each new device (Travel Charger, Hands-free earpiece and "Otterbox" protective casing)** Equipment **must** be compatible with network as required of equal to or superior type and model as is requested place is mandatory—including all wireless telephone sets, smartphone units, tablets and modems currently in use.

Yes \_\_\_ or No \_\_\_

1. The County expects proposed equipment to be a current generation standard item (i.e. current level of technology) for which supplies, support, repairs, and accessories are readily available.

Yes \_\_\_ or No \_\_\_

2. The County reserves the right to review the proposed equipment to verify uniformity and availability to meet service and support requirements of County staff.

- n. Proposed Plan **must** include replacement options for devices (Smartphones, Cellular and modems) that are worn out or damaged. Plan **must** outline restrictions on replacement of worn or damaged devices.

Yes \_\_\_ or No \_\_\_

1. The County reserves the right to review proposed replacement equipment to verify uniformity and availability to meet service and support requirements of County staff.

Yes \_\_\_ or No \_\_\_

- p. **Proposed Plan must provide necessary equipment for special areas that require “Ruggedized” equipment (smartphones, cellphones etc.) (Including accessories) to support extreme field operations.**

Yes \_\_\_ or No \_\_\_

- a. Ruggedized equipment cost should be difference of cost of Ruggedized equipment (with bid discount) minus cost of standard unit (currently in place in County), for those respondents required to provision equipment to connect to their network. **Please refer to Pricing Forms, Section 4.B. Licensing, Support, Equipment, and Supplies.**

- q. **Proposed plan must include recycling plan for equipment.**

Yes \_\_\_ or No \_\_\_

## 6. Support Requirements

- a. **Technical Support** - to include training, and technical assistance on use of devices, accessories, features, and/or applications supported by proposed plan **must** be available:

1. By Telephone 24 X 7 X 365 days per year for basic information and routine assistance.

Yes \_\_\_ or No \_\_\_

2. On-site for groups or large roll-outs of new equipment for applications or changes in devices or service sets by scheduled appointment.

Yes \_\_\_ or No \_\_\_

### 3. Internet Support

- Equipment Tutorials for use and features
- Frequently asked questions on services and features of network
- Coverage maps for traveling
- Technical support Chat line

Yes \_\_\_ or No \_\_\_

#### 4. Support- Equipment Repair/Replacement

- **Replacement of broken or lost equipment** to be accomplished within five (5) work days for standard (available devices).
- **If standard devices are not available**, comparable equipment (equal to or greater capability) **must** be made available at no additional charge upon approval.

Yes \_\_\_ or No \_\_\_

- **Optional customer support outlets.** Provide County Wireless Administration staff the option to utilize bidder's service centers, direct access outlets, and/or Internet site to coordinate maintenance, order supplies, and purchase equipment as necessary.
  - Through Authorized procedures.
  - Using County account information.
  - Reflected on County Bills.

Yes \_\_\_ or No \_\_\_

- b. **Account Support** - To include a dedicated account team for support in providing advice on changes in service to improve operations, reduce costs, add value to supported functions, and review usage in line with industry best practices.

1. **Review of Plan for Implementation.** Upon award and completion of agreement (as signed by both parties: County and successful bidder), successful bidder's account team will review current inventory of equipment, plans, and history of usage of services, and present recommendation for review by County Wireless Service Contract Administration Staff for review for appropriate plan-to-requirement prior to cut-over to service. Review and submission of recommendations for service plans to be completed within seven (7) business days from date of signed agreement.

Yes \_\_\_ or No \_\_\_

2. Provide advice on changes in service which offer reductions in cost **at least quarterly.**

Yes \_\_\_ or No \_\_\_

3. Review expenditures for services and recommend changes in plan (shared versus individual) based on usage patterns **at least quarterly.**

Yes \_\_\_ or No \_\_\_

4. Identify any changes in usage patterns which may indicate abuse or theft of devices at **least monthly**.

Yes \_\_\_ or No \_\_\_

5. Provide assistance in reviewing usage and associated expenses.

Yes \_\_\_ or No \_\_\_

6. **Online Information on Account Activity.** Provide online availability (via provided secure website) of account activity (usage, billing, service, etc.) to enable selected County staff to view their office's assigned units for verification of use as appropriate and tracking to departmental, office, or group budget.

Yes \_\_\_ or No \_\_\_

**Describe method of proving this service and process to ensure security of account information.**

- c. **Special Support Requirements - Public Safety Equipment Secure Provisioning and Account Requirements.** The County has special requirements for certain public safety applications with units (wireless cellular telephones) to be assigned anonymously with no association to the County, County bill, or the public safety agency.

1. To address this requirement bidders **must** be capable of documenting the capability to establish secure accounts for law enforcement applications, documenting their ability to establish accounts (administration, provisioning, and billing) in a secured manner which ensures the equipment and service of the covered units are provided in a safe and secure manner and not in any way associated with the County's Wireless Agreement.

Yes \_\_\_ or No \_\_\_

2. Vendor agrees to provide priority communication services for Fulton County Public Safety devices in the event of a disaster.

Yes \_\_\_ or No \_\_\_

3. Example methods of addressing this requirement include **"charged"** use phones, anonymous accounts - separate from County account, etc.

Yes \_\_\_ or No \_\_\_

4. The County reserves the right to approve the final method of delivery and administration of this type of service to ensure the safety of affected staff.

Yes \_\_\_ or No \_\_\_

- d. **Wireless Broadband Modems.** The County has an emerging requirement for Wireless Broadband Modems, to connect Public

Safety and other field vehicles with computers to County and State Public Safety Information Systems.

1. To address this requirement, bidders **must** be capable of documenting the capability to provision and support broadband modems.

Yes \_\_\_ or No \_\_\_

2. The County expects to receive volume discounts in these units as volume of use increases. **Be sure to reflect any discount in Section 3. Pricing Forms; Section 11.**

Yes \_\_\_ or No \_\_\_

3. The County reserves the right to approve the final method of delivery and administration of this type of service to ensure the coverage and application is appropriate to the affected operation.

Yes \_\_\_ or No \_\_\_

7. **Mobile Device Management Solution (MDM).** The County is expecting the successful provider to provide a fully managed MDM solution. The cost for the MDM solution **must** be part of the total cost per device or a no-cost service to the proposed vendor's plan. The solution **must** be able to provide the County with the ability to enforce county guidelines, control apps, environment, monitor usage history, encryption, remote wipe, and remote access to enable county email and manage applications. **(See Exhibit C)**

Yes \_\_\_ or No \_\_\_

1. Include detail approach to provide plans for stand-by services.

8. **Value Added Features (Employee Purchase/Rate Plans).** The County's current wireless providers extend to Fulton County Employees an Employee Rate Plan which includes reduced rates for service, equipment, and accessories. This is not a requirement, but is definitely in the County's interest to extend this feature to employees.

**Do you support Employee Rate/Purchase Plans?**

Yes \_\_\_ or No \_\_\_

1. **If Yes, Please describe discount plan.**

**9. References.**

Provide references of comparable jurisdictions in population, coverage area, volume, and range of services. Include name of organization, description of service (number of units), contact person in the organization responsible for contract to include name, mailing address, telephone number and E-Mail address. **Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

**Reference 1**

Organization:

Mailing Address:

Contact Person:

Telephone Number:

E-Mail Address:

**Reference 2**

Organization:

Mailing Address:

Contact Person:

Telephone Number:

E-Mail Address:

**Reference 3**

Organization:

Mailing Address:

Contact Person:

Telephone Number:

E-Mail Address:

## SECTION 4 PRICING FORMS

This section contains the appropriate schedules of pricing forms such as schedule of quantities and prices included in the items covered under the ITB.

Evaluation of bids will be based on lowest bid of bidders who meet all qualifying requirements in the previous sections of the document. **Determination of lowest bidder will be based on pricing described for each category and estimated volume of equipment and/or service anticipated to be purchased in the first year of the award.** Volumes are based on estimates based on anticipated projects and requests for services and **are not to be construed as a guarantee for actual amounts to be purchased** as a result of an award of this bid. The County reserves the right to purchase as much volume as may be required for operational purposes, or none at all, based on business requirements and funds availability.

**Determination of lowest responsive and responsible bidder will be accomplished as follows:**

1. Bidder meets all qualifying criteria and answers all specification questions successfully as required in ITB.
2. Bids for equipment and services are lowest of all bids received based on provided estimated amounts to be used for evaluation purposes.

### **Wireless Communications Services Pricing**

The selected Respondent will provide Wireless Communications Services to include equipment, supplies, network, and support to address the County's wireless voice and data requirements. Components of the service to include:

- **Cellular Network Direct Access** - Direct Access to the PSTN and data networks via Cellular Network.
- **Equipment compatible with network as required of equal to or superior type and model as is currently in place is mandatory** - including all wireless telephone sets and Blackberry units currently in use.
- **Wireless Broadband Modems compatible with network as required of equal to or superior type and model is mandatory** - including all wireless telephone sets and Blackberry units currently in use.
- **Licensing** - As required for data and voice management systems, services, and/or applications.
- **In-Building Coverage Solution** - A solution that provides in building coverage to locations that have difficult wireless penetration. A list of high priority locations is provided in Exhibit (C). Sufficient in-building coverage is considered mandatory for the reference sites
- **Account Administration and Technical Support** - Dedicated account team to provide direct support of account and coordinate delivery, administration, and support of devices, supplies, accessories, and applications.

- **Mobile Device Management Solution** - Comprehensive solution that allows the county to manage the wireless fleet securely.

Deliver an all-inclusive, detailed Pricing Schedule that covers every aspect of Wireless Communications Services. The detailed Pricing Schedule must address **all** elements required to provide the services as described in Section 3, SCOPE OF WORK AND TECHNICAL SPECIFICATIONS of this ITB. Pricing **must include** any and all cost associated with conversion from existing network to connecting to vendor's network and all equipment and supplies necessary to provide the service.

### **Cost Summary**

All bidders shall complete the **Yellow highlighted** areas within the attached **“Wireless Communications Cost Summary Worksheet”**.

### **Price to be bid as monthly cost**

- A. Other One Time and/or Monthly Services Fees:  
(Describe).**

**Total Bid Price (for First Year of services described above):**

**(\$)** \_\_\_\_\_

This includes total of all representative components identified in the cost summary spreadsheet. The above listed is a total to be used for evaluation purposes of this ITB.

Volumes **are not to be construed as a guarantee for actual amounts to be purchased** as a result of an award of this bid. The County reserves the right to purchase equipment and services in amounts which meet its operational requirements for the unit amount bid in this response.

## **Exhibits**

**Appendix A** – Map of Fulton County

**Appendix B** - Fulton County Facilities for In-Building Coverage

**Appendix C** - MDM Requirements

# Attachment A - Detailed Map of Fulton County



**Attachment B – Fulton County Facilities for In-Building Coverage**

<b>Location</b>	<b>Address</b>	<b>Floor</b>	<b>~SQ FT</b>
<b>Government Center Tower (GCT)</b>	141 Pryor St. SW Atlanta, Georgia 30312	Ground Tower	40,223
		Ground Midrise	43,300
<b>Public Safety Building / EOC</b>	130 Peachtree St. SW Atlanta, Georgia 30303	Ground Floor	22,377
<b>Fulton County Courthouse</b>	136 Pryor Street SW Atlanta, Georgia 30312	Basement	15,000
<b>Justice Center Building (JCB)</b>	160 Pryor Street SW Atlanta, Georgia 30312	Basement	30,000
		Ground	30,000
		1st Floor	22,790
<b>Justice Center Tower (JCT)</b>	185 Central Ave. Atlanta, Georgia 30312	Service Level	45,000
		Ground	60,664
		1 <sup>st</sup> Floor	55,000
		2 <sup>nd</sup> Floor	55,000
<b>Juvenile Court (JC)</b>	395 Pryor St. SW Atlanta, Georgia 30312	Basement	41,264
		1 <sup>st</sup> Floor	41,264
<b>South Fulton County Operations &amp; Maintenance</b>	7472 Cochran Road Atlanta, Georgia	1 <sup>st</sup> Floor	35,500
<b>Fulton County Jail</b>	901 Rice St NW, Atlanta, Georgia	1 <sup>st</sup> Floor	20,000

## Attachment C – Mobile Device Management Solution – Technical Specifications

### Technical Specifications (Minimum)

#### Current Environment:

Component	Technical Specification	Comments
Operating System	Windows Server 2008 R2 Enterprise	
Memory		
CPU		
Hard Disks		

#### Installed Applications:

Software Application	Comments
On-premise solution	
Integration with Active Directory	
Ability to disable/remotely wipe rooted, lost/stolen devices	
Ability to push any required client/agent to devices	
Ability to interrogate devices for required security products	
Ability enforce password policy	
Ability to detect rooted Android devices	
No requirement for any third-party apps on the device other than the agent required for the MDM solution	
Prompt for acceptance of Acceptable Use Policy	
Ability to produce customized reports	
Seamless process for installation of patches and updates	
Support for BYOD	
Support for device profiles	
Encryption	
GPS and location awareness capabilities	

#### Functional/Service Qualifications (Minimum)

- Software License Activation and Subscription
- Software Updates and Revisions to Current Release
- Unlimited Remote Technical Support (24x7)
- Proactive Installation of New Releases
- On premises solution is required

**Attachment A - National Coverage Map**

**Attachment B** - Detailed Map of Coverage within 50 mile radius

**SECTION 5  
INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Wireless Communication Equipment/Service Provider**

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

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

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

**Accordingly the Respondent shall provide a certificate evidencing the following:**

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

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

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

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

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

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

**4. UMBRELLA LIABILITY**

(In excess of above noted coverage's)                      Each Occurrence                      \$1,000,000

**Certificates of Insurance**

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

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

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), 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, the premises where work is being performed.

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

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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

Contractor/Vendor 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 6 PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

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

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications (***not applicable***)
  - Form C1 – Georgia Utility License Contractor License
  - Form C2 – Georgia General Contractors License
  - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

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

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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 B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/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) # \_\_\_\_\_, 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: \_\_\_\_\_

(Corporate Seal)

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

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)**

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: \_\_\_\_\_

General Contractor's 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)**

**FORM C3: 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)**

### FORM D: 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 any time the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

#### DEBARMENT ORDINANCE

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

**(a) Authority to suspend:**

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

**(b) Causes for Suspension; the causes for suspension include:**

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

- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) 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 Offeror) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

## FORM E: 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 has ever: (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 Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

Circle One:                    YES                    NO

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

Circle One:                      YES                      NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires: \_\_\_\_\_  
(Date)

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

**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 provided.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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

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

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 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 SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

**Instructions:**

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

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

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 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).

## **SECTION 7 CONTRACT COMPLIANCE REQUIREMENTS**

### **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 employees 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.

### **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.

#### **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.

## REQUIRED FORMS AND EBO PLAN

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

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

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

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

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

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

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

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

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

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

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

**EXHIBIT B – EMPLOYMENT REPORT**

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

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

FIRM'S NAME  
ADDRESS  
TELEPHONE

This completed form is for (Check only one):

Submitted by: \_\_\_\_\_

Bidder/Proposer

Subcontractor

Date Completed: \_\_\_\_\_

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

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

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

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

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

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

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Firm or Corporate Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**EXHIBIT D**

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

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

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

\_\_\_\_\_ hereby declares that it is my/our intent to  
**(Bidder)**

perform 100% of the work required for \_\_\_\_\_  
**(ITB/RFP Number)**

\_\_\_\_\_  
**(Description of Work)**

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

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

**AUTHORIZED COMPANY REPRESENTATIVE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

ITB/RFP No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

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

1. Firms:

1) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

2) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

3) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

NAME OF JOINT VENTURE (If applicable): \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_
14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

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



**Should you have questions regarding any of the documents contained in Section 7, 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**



# FULTON COUNTY

***Vision***  
*People Families Neighborhoods*

***Mission***  
*To serve, protect and govern in concert with local municipalities*

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

**CONTRACT DOCUMENTS FOR**

**13ITB90274YB-TR**

**WIRELESS COMMUNICATIONS**

**For**

**INFORMATION TECHNOLOGY**

*Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. SERVICES PROVIDED BY COUNTY
- ARTICLE 6. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 7. SCHEDULE OF WORK
- ARTICLE 8. CONTRACT TERM
- ARTICLE 9. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
- ARTICLE 10. PERSONNEL AND EQUIPMENT
- ARTICLE 11. SUSPENSION OF WORK
- ARTICLE 12. DISPUTES
- ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 15. WAIVER OF BREACH
- ARTICLE 16. INDEPENDENT CONTRACTOR
- ARTICLE 17. RESPONSIBILITY OF CONTRACTOR
- ARTICLE 18. INDEMNIFICATION
- ARTICLE 19. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 20. INSURANCE
- ARTICLE 21. PROHIBITED INTEREST
- ARTICLE 22. SUBCONTRACTING
- ARTICLE 23. ASSIGNABILITY
- ARTICLE 24. ANTI-KICKBACK CLAUSE
- ARTICLE 25. AUDITS AND INSPECTORS
- ARTICLE 26. ACCOUNTING SYSTEM
- ARTICLE 27. VERBAL AGREEMENT
- ARTICLE 28. NOTICES
- ARTICLE 29. JURISDICTION
- ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 31. FORCE MAJEURE
- ARTICLE 32. OPEN RECORDS ACT
- ARTICLE 33. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 34. INVOICING AND PAYMENT
- ARTICLE 35. TAXES
- ARTICLE 36. PERMITS, LICENSES AND BONDS
- ARTICLE 37. NON-APPROPRIATION
- ARTICLE 38. WAGE CLAUSE

*Exhibits*

- EXHIBIT A: GENERAL CONDITIONS
- EXHIBIT B: SPECIAL CONDITIONS
- EXHIBIT C: SCOPE OF WORK
- EXHIBIT D: COMPENSATION
- EXHIBIT E: PURCHASING FORMS
- EXHIBIT F: CONTRACT COMPLIANCE FORMS
- EXHIBIT G: INSURANCE AND RISK MANAGEMENT FORMS
- EXHIBIT H: PAYMENT & PERFORMANCE BONDS (NOT APPLICABLE)

## CONTRACT AGREEMENT

Contractor: *[Insert Contractor Name]*  
Contract No.: *[Insert Project Number and Title]*  
Address: *[Insert Contractor Address]*  
City, State  
Telephone: *[Insert Contractor telephone #]*  
Email: *[Insert Consultant Email]*  
Contact: *[Insert Contractor Contact Name]*  
*[Insert Contractor 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 Contractor Company Name]**, hereinafter referred to as "**Contractor**", 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 Contractor to perform *[Insert project description/services to be provided]*, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor 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 Contractor agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor 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: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (not applicable)

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 Purchasing Code, Division 6 governing change orders, is signed by the County's and the Contractor'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 Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor'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 Contractor 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 Contractor shall not be construed to exceed those services

specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. SERVICES PROVIDED BY COUNTY

Contractor 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 Contractor 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. Contractor may rely upon written consents and an approval signed by County's authorized representative that is consistent with County rules and regulations.

#### ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, County and Contractor 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 the Fulton County Purchasing Code, Division 6, which is incorporated by reference herein.

#### ARTICLE 7. SCHEDULE OF WORK

Contractor 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 Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

#### ARTICLE 8. CONTRACT TERM

**The term of contract shall be for one (1) year with two (2) renewal options.**

## ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, 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 10. PERSONNEL AND EQUIPMENT

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

Contractor 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 Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

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

## ARTICLE 11. SUSPENSION OF WORK

**Suspension Notice:** The County may by written notice to the Contractor, 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 Contractor 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 Contractor will immediately resume performance under this Agreement as required in the notice.

## ARTICLE 12. DISPUTES

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

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor 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 Contractor 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 Contractor, terminate Contractor'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

Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.

- (5) Contractor 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 Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor'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 Contractor to complete the project.

#### ARTICLE 14. 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 Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor 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 Contractor 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 Contractor 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 15. 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 16. INDEPENDENT CONTRACTOR

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

## ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

Contractor 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 Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor 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 Contractor without the prior written consent of the County.

## ARTICLE 18. INDEMNIFICATION

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

Contractor 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. 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 19. COVENANT AGAINST CONTINGENT FEES

Contractor 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 Contractor for the purpose of securing business and that Contractor 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 20. INSURANCE

Contractor 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 21. PROHIBITED INTEREST

##### Section 21.01 Conflict of interest:

Contractor 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. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

##### Section 21.02 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 22. SUBCONTRACTING

Contractor 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 23. ASSIGNABILITY

Contractor 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 Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

### ARTICLE 24. 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. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

### ARTICLE 25. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor 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. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. 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 Contractor'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 Contractor. Contractor 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. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **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 Contractor 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 28. **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) 730-5800

Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)

Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

***[Insert Contractor Representative for project]***

***[Insert Contractor Address]***

Telephone:

Email:

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

#### ARTICLE 29. **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 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor 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 Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

## ARTICLE 32. OPEN RECORDS ACT

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

## ARTICLE 33. CONTRACTOR'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 Contractor 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 Contractor and the County, such that the Contractor'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 34. INVOICING AND PAYMENT

Contractor 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 Contractor 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:** Contractor shall submit all invoices in original and one (1) copy to:

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Facsimile:

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

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

**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 Contractor 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-contractors/Suppliers:** The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors 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 Contractor; Release:** The acceptance by the Contractor 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 Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor 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 35. TAXES

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor for payment of any tax from which it is exempt.

#### ARTICLE 36. PERMITS, LICENSES AND BONDS

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

#### ARTICLE 37. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor 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 Contractor 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 38. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor 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.

**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**

CONTRACTOR:

***[Insert Contractor COMPANY NAME ]***

\_\_\_\_\_  
John H. Eaves, Commission Chair  
Board of Commissioners

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Mark Massey  
Clerk to the Commission (Seal)

\_\_\_\_\_  
Secretary/  
Assistant Secretary  
  
(Affix Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
***[Insert Department Head Name]***  
***[Insert Department Head Title]***

# ADDENDA

# EXHIBIT A GENERAL CONDITIONS

### **BID GENERAL CONDITIONS**

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).

# EXHIBIT B SPECIAL CONDITIONS

**No Special Conditions were required for this Project**

# EXHIBIT C

## SCOPE OF WORK

## 1. Wireless Communication Services - General

Fulton County Government is seeking to obtain a Wireless Communication Services Provider to include equipment, supplies, network, and support for wireless voice and **data services**. **Given the critical nature of County services like public safety and health**, it is imperative that the Bidder ensures limited interruptions in service, even during the transition from the County's current wireless provider.

The following summarizes the scope of this ITB and explains the system components and services that must be included in the Bid, as well as components, software, or services that should also be included.

The scope of this procurement includes the provision, maintenance and monitoring of a non-proprietary communications infrastructure, composed of the following major components:

- A. Cellular Network Direct Access** - Direct Access to the Public Switched Telephone Network (PSTN) and Internet (for data) via Cellular Network of 3G speeds or greater.
- B. Equipment compatible with network as required** - County is expecting in its new environment to use "**Android**" smart phones in place of Blackerry.
- C. Wireless Broadband Modems compatible with network as required of equal to or superior type and model is mandatory** - Includes all devices currently in use.
- D. Licensing** - As required for data and voice management systems, services, and/or applications.
- E. In-Building Coverage Solution** - A solution that provides in building coverage to locations that have difficult wireless penetration. A list of high priority locations is provided in Exhibit (B). Sufficient in-building coverage is considered mandatory for the reference sites.
- F. Account Administration and Technical Support** - Dedicated account team to provide direct support of account and coordinate delivery, administration, and support of devices, supplies, accessories, and applications.
- G. Mobile Device Management Solution (MDM)** - Single management console that allows the County to at minimum control County applications environment, enroll devices, configure and update device settings over-the-air, remote wipe, and secure mobile devices.

On the cutover date, as determined in an agreement for service, the selected wireless provider will begin service level monitoring; begin transition to the new Wireless Communications Service; and will be fully responsible for the delivery of new products and services.

This section provides a list of some key features, basic functions, components and minimum specifications for services and quantities necessary to address the basic requirements of the ITB.

## 2. Term of Award.

The intent of this solicitation is to obtain Wireless Communication Services, to include equipment, network access, and necessary support associated with this service for a period of three (3) years. The contract resulting from award of this solicitation will be for a period of twelve (12) months from date of signed agreement by both parties and include two (2) additional options for renewal with successful performance and available funding.

**3. Transition Plans - Functional Requirements**

The new wireless vendor is required to port all existing phone numbers from the current wireless provider to the new wireless contract network. The vendor is also required to limit interruptions in services during conversion from the current providers (to the minimum period necessary to convert equipment and network access per user); this includes **ALL** Services for the **FULL** transition period.

**4. Current Environment**

The Department of Information Technology (DoIT) is the resource manager for Countywide Wireless Communication Services and will be the Contract Administrator for this contract.

A summary of our current wireless fleet is listed below.

Device	Quantity	Comments
Blackberry	1118	*Fulton will migrate to an all "Android" smartphone fleet
Cell Phones	365	
Wireless Mobile Broadband Card	200	
Wireless Mobile Hotspot	11	
Tablets	6	
Telluar Hub TLRTRSX5T	6	
DuraXT- Direct Connect 810 G Phone	1	
Motorola MC7598 Fingerprint Devices	19	
Gobi Card Connections	31	
WISMO Q2438	4	
Samsung M400 Cell Phone	1	

*The County expects to transition its fleet of existing Blackberry PDA devices to Android smartphones.* The County reserves the right to adjust the future fleet quantities and model types based on need and rightsizing efforts. **A detailed listing of preferred wireless devices including manufacturer and model is provided in Section 4 Pricing Forms. Item B. Licensing, Support, Equipment, and Supplies**

### A. Current Usage and Call Patterns.

1. **Shared minutes-cellular:** Under the existing agreement with the current service provider the County is under a shared plan comprising 240,000 pooled minutes per month covering approximately 95 percent of the wireless equipment inventory.
2. **High Volume Single User Plans:** The remaining units are covered by single unit High Volume Plans (at varying volume of air time based on experience of demand) to address the individual operational requirements of each and lower the cost of service for that user.
3. **Mobile-to-Mobile Calls:** At least twenty-five (25) percent of all calls made by County wireless devices are internal (calls to other County wireless users).

### 5. Desired Environment

The overall goal of this ITB is to acquire a Service Provider for wireless communication services including all of the necessary services and equipment to address the County's business needs. The following is a list of key objectives and requirements:

- a) The Service provider **must** be able to provide the ability to accommodate the majority of its' wireless devices within a shared/pooled minutes plan; however, plan adjustments **must** be made regularly to reduce costs based on routine use analysis.
- b) The County seeks the ability to enable employees to communicate (mobile to mobile) to increase productivity while reducing the cost of wireless service.
- c) The County will be provided with new devices that include hands-free capabilities to ensure that our employees are provided with safety options when utilizing wireless devices. Each device **must** come equipped with a hands-free device.
- d) The County **must** have the ability to refresh the level of technology as changes occur in the industry with minimal expense.
- e) The County seeks a dedicated account team to assist in managing the account; reviewing usage, providing guidance on plan modifications to reduce expense.
- f) The Service provider will provide dedicated support for technical support on all devices and services.
- g) The County seeks to obtain statistical reports and web services that will allow County executive staff to review monthly usage and expenses within a user friendly web portal environment.
- h) The County seeks an in-building coverage solution to provide mobile connectivity in County facilities that experience signal penetration problems.
- i) The Service Provider **must** provide a solution for an in-building coverage solution for County facilities that have poor wireless signal penetration. The cost for the in-building coverage solution **must** be included in the per unit monthly cost of each device or a clearly identifiable line item.

- j) All invoices **must** be available via paper and electronically to include MS Excel.
- k) Quantities in this solicitation for equipment and services are estimates only. No guarantee is given that any specific quantities will be ordered.
- l) The County **must** have the ability to exchange equipment which does not meet the needs of the County operationally and/or technically without penalty. For example, equipment not meeting defined service levels and resulting in a negative impact on County operations will be replaced without penalty or increased pricing.
- m) The Service Provider **must** provide a Transition Plan from existing devices to new devices. The County requires a smooth transition which minimizes any impacts to County operations.
- n) The Service provider **must** provide an MDM (Mobile Device Management) solution that allows the County to maintain usage, monitor and control devices and its features. The cost for the MDM solution **must** be included in the per unit monthly cost of each device or a clearly identifiable line item.

The award resulting from this solicitation **must** provide effective support of all wireless devices affected by the agreement; an effective cost model of service, and enable a smooth transition to the new system. Under this ITB, the selected Bidder will maintain the proposed infrastructure and ensure that facilities are available to deliver the required services to all users 24 hours a day, 365 days a year.

## 6. Scope of Work (SOW) - Wireless Communications Services

### A. Functional Requirements

(Answer the questions in detail - Mandatory).

This section provides a list of some key features, basic functions, components and minimum specifications for services and features necessary to address the basic requirements of the ITB.

Provide responses to all items as either YES or NO indicating your ability to support, provide, and/or address the requirement. Also, bidders **must provide** detailed component information (description, or method of provisioning, or attached documentation) to verify that the category is addressed successfully.

Check marks or Answers of YES, without providing the requested identifying substantiating information addressing the item, or leaving an item blank, will be considered as non-compliant in meeting the minimum requirements of the specifications category. Failure to comply with this prerequisite can result in the response being considered as non-responsive and the respondent's bid may-be disqualified.

The Bidder will provide Wireless Communications Services, consisting of Smartphone (Android), cellular telephone service, mobile E-Mail (Android Devices), wireless broadband modems, technical and administrative support for the services. The Wireless

Communications network, all appropriate connecting equipment, supplies, services, and any other hardware and software required for provisioning the service, here after referred to as “**Wireless Communication Services**”, including but not limited to design, installation, provisioning, all monitoring, maintenance and problem resolution for the complete Wireless Communications Services.

The selected Vendor will assume implementation and support responsibility for all existing equipment and associated service. Additionally, the selected Vendor will perform the all Services described in this ITB and satisfy Fulton County’s business and operational requirements as they evolve.

**1. Electronic Billing Requirement.**

The selected Vendor **must** provide electronic billing. Billing **must** contain as much or more detail than paper invoicing and be accurate and reliable for auditing back to contractual rates and terms. Billing **must** also be available in an MS Excel format and Electronic Data Interchange format (EDI).

a. Will you comply and support this requirement?

Yes \_\_\_ or No \_\_\_

b. Detail how this will be provided:

c. Document your **billing reconciliation** methods and processes.

d. Describe the **procedures for handling questions** concerning bills and resolving them, to include verification, posting to account, effective date of credit, method of identifying credit, etc.

**2. Wireless Services - Current Inventory of Devices**

- a. The County expects with the proposed contract to transition its current fleet of Blackberry devices to new Android smartphones in addition to the current inventory listed below. The successful bidder **must** be capable of providing new equipment that is equal to or superior to the “**Samsung Galaxy S4**”. The County expects that each new smartphone device come equipped in a new package to include: a hands-free earphone, a travel charger and an “**Otterbox**” protective casing which fits each model. Each new Android smartphone **must** meet the following minimum technical specifications:

Android Version	Display Resolution	Display Inches	Connectivity	RAM	Micro SD Slot	Rear Camera	Front Camera
4.2.2 +	1920*1080HD	4.99 inch	Wi-Fi 802.11a/b/g/n/ac, Wi-Fi hotspot, Bluetooth Micro-USB v2.0, <u>near field communication</u> (NFC), HDMI support, <u>USB OTG</u> support	16GB	Yes up to 64GB	Yes	Yes

**A summary of our current wireless fleet is listed below**

Device	Quantity	Comments
Blackberry	1118	*Migrate to Android smartphone fleet- Samsung Galaxy S4 equivalent or better
Cell Phones	365	Infrequent/Periodic use
Wireless Mobile Broadband Cards	200	
Wireless Mobile Hotspots	11	
Tablets	6	
Telluar Hub TLRTSX5T	6	Units are placed in county mobile command center
DuraXT – Direct Connect 810 G Phone	1	Police Helicopter unit
Motorola MC7598 Fingerprint Devices	19	Units used by Public Safety Staff
Gobi Card Connections	31	Current devices are Panasonic Toughbooks
WISMO Q2438	4	Water Resources Service survey equipment
Samsung M400 Cell Phone	1	Car Phone

Yes \_\_\_ or No \_\_\_

### 3. Transition Plan to Bidder's Network and Service

The Bidder is required to limit interruptions in services to two (2) hours or less during conversion from the current provider's network and equipment to the respondent's network.

- a. The County expects the successful bidder to be capable of converting all the County's existing Wireless devices (cellular, E-Mail, and data) to the bidder's network in an organized, timely manner with limited disruption to service and availability. The County expects any conversion to be accomplished in groups with no more than two (2) hours disruption in any one department or office operation. It is the County's intent is to complete the conversion of the entire inventory of existing equipment to the successful bidder's network within ten (10) working days.

Yes \_\_\_ or No \_\_\_

- b. Detail how this will be accomplished. Refer to inventory of existing equipment in Section 3.A.

### 4. Service Requirements

- a. **Service Plan Requirements (Shared Minutes).**

The County requires a minimum of 240,000 minutes per month for cellular service for all cellular telephones and smartphone devices identified above in item 6.A.2.

Yes \_\_\_ or No \_\_\_

- b. **Periodic Use Requirement.**

Fulton County currently has 365 cellular telephones (included in the Cellular Telephones Quantity in the previous item above) which are used infrequently to support specific events, but are not used throughout the year regularly day-to-day. Examples include Elections, National Black Arts Festival, etc. The cell phones are stored when not in use and distributed to the necessary offices to support events requiring cellular communications. The total period of use varies, but no device in this category is used over ninety (90) days throughout the year.

**Note:** If fees for this service are handled differently, reflect the discount in pricing or make a change to the pricing model as provided in Section 3. Pricing Forms; make the appropriate notation in Section 11. C. Other One Time and/or Monthly Services Fees.

Yes \_\_\_ or No \_\_\_

1. Include detail approach to provide plans for stand-by services.

**5. Wireless Communications Services - Functional Requirements to be included as part of basic service.** (Answer the questions in detail as requested – Mandatory)

**a. Network Service Area/Coverage- Local Service Requirements.** Vendor **must** provide sufficient network coverage to support operational requirements of all County departments requiring wireless communications services to be provided as a result of an award of this solicitation. Vendor **must** also be able to provide a Coverage Area Network solution to include sufficient in-building signal coverage for major County facilities and areas that have interference with the providers network service/coverage for local service. **See Exhibit A (Map of Fulton County) and Exhibit B (List of Fulton facilities with in-building solutions)**

1. Include copy of detailed local area coverage map identifying area of coverage and concentration of cell towers within a 50 mile radius of Fulton County Government Center Complex, 141 Pryor Street, S.W., Atlanta as **Attachment A**. Required to be considered as responsive to this ITB. **Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Yes \_\_\_ or No \_\_\_

2. Include detailed approach to provide coverage solutions for network service areas/coverage that may encounter interference leading to minimal or no coverage in local service areas. **Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Yes \_\_\_ or No \_\_\_

3. Include detailed approach to provide in-building coverage solutions for network service areas/coverage that may encounter interference leading to minimal or no coverage in county facilities. **Please see Exhibit B (List of Fulton facilities with in-building solutions) - Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Yes \_\_\_ or No \_\_\_

**Note:** The County will use this map to verify vendor's service as adequate to address its operational requirements. The County reserves the right to test respondent's network and proposed equipment to verify that the respondent's service meets the County's

**Operational requirements. Respondent will provide twenty (20) test units to be issued to various agencies for testing within buildings, remote locations, etc.**

**b. Network Service Area/Coverage- National Service Requirements.** Vendor **must** provide sufficient network coverage to support operational requirements of County departments requiring wireless communications services roaming outside local service area, but within the Continental United States to be provided as a result of an award of this solicitation.

1. Include a copy of national coverage Map (Continental United States) **as Attachment B. Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

Yes \_\_\_ or No \_\_\_

**c. National Roaming** in Continental U.S. (outside local service area as defined in item 4.a. above) at no additional expense, 24 hours per day, 7 days per week for both Voice and Data Services.

Yes \_\_\_ or No \_\_\_

**d. Domestic (Continental U.S.) Long Distance Service** at no additional expense.

Yes \_\_\_ or No \_\_\_

**e. International (Outside of the Continental U.S.) Long Distance Service.**

Yes \_\_\_ or No \_\_\_

**f. Call Forwarding** (routing) at no additional expense.

Yes \_\_\_ or No \_\_\_

**g. Call Waiting** at no additional expense.

Yes \_\_\_ or No \_\_\_

**h. Caller ID** at no additional expense.

Yes \_\_\_ or No \_\_\_

**i. 3-Way calling** at no additional expense.

Yes \_\_\_ or No \_\_\_

**g. Basic Voicemail** (for individual wireless device) at no additional expense

Yes \_\_\_ or No \_\_\_

**h. Unlimited Mobile to Mobile** (for all units of proposed bid) calling at no additional expense.

(Specify applicable times and any exceptions)

Yes \_\_\_ or No \_\_\_

- i. **Unlimited Nights & Weekends** calling at no additional expense.

Yes \_\_\_ or No \_\_\_

(Specify applicable times and any exceptions)

- j. **Detailed Billing upon Demand** at no additional expense.

Yes \_\_\_ or No \_\_\_

- k. **Push to Talk.** Ability to communicate directly with another device on the respondent's network. This item may be addressed over the same network or via a separate distinct network.

Yes \_\_\_ or No \_\_\_

- l. **Individual Plans for Identified Devices.** Selected units which require greater than average allotted average of shared minutes due to assignment of position.

Yes \_\_\_ or No \_\_\_

- m. Proposed Plan must include new devices (Cellular phone, smartphones, and modem) for all proposed and existing units (on current provider's network) to connect to bidder's network. **Accessories must be included with each new device (Travel Charger, Hands-free earpiece and "Otterbox" protective casing)** Equipment must be compatible with network as required of equal to or superior type and model as is requested place is mandatory—including all wireless telephone sets, smartphone units, tablets and modems currently in use.

Yes \_\_\_ or No \_\_\_

1. The County expects proposed equipment to be a current generation standard item (i.e. current level of technology) for which supplies, support, repairs, and accessories are readily available.

Yes \_\_\_ or No \_\_\_

2. The County reserves the right to review the proposed equipment to verify uniformity and availability to meet service and support requirements of County staff.

- n. Proposed Plan must include replacement options for devices (Smartphones, Cellular and modems) that are worn out or damaged. Plan must outline restrictions on replacement of worn or damaged devices.

Yes \_\_\_ or No \_\_\_

1. The County reserves the right to review proposed replacement equipment to verify uniformity and availability to meet service and support requirements of County staff.

Yes \_\_\_ or No \_\_\_

- p. Proposed Plan must provide necessary equipment for special areas that require "Ruggedized" equipment (smartphones, cellphones etc.) (Including accessories) to support extreme field operations.

Yes \_\_\_ or No \_\_\_

- a. Ruggedized equipment cost should be difference of cost of Ruggedized equipment (with bid discount) minus cost of standard unit (currently in place in County), for those respondents required to provision equipment to connect to their network. **Please refer to Pricing Forms, Section 4.B. Licensing, Support, Equipment, and Supplies.**

- q. Proposed plan must include recycling plan for equipment.

Yes \_\_\_ or No \_\_\_

## 6. Support Requirements

- a. **Technical Support** - to include training, and technical assistance on use of devices, accessories, features, and/or applications supported by proposed plan **must** be available:

1. By Telephone 24 X 7 X 365 days per year for basic information and routine assistance.

Yes \_\_\_ or No \_\_\_

2. On-site for groups or large roll-outs of new equipment for applications or changes in devices or service sets by scheduled appointment.

Yes \_\_\_ or No \_\_\_

### 3. Internet Support

- Equipment Tutorials for use and features
- Frequently asked questions on services and features of network
- Coverage maps for traveling
- Technical support Chat line

Yes \_\_\_ or No \_\_\_

#### 4. Support- Equipment Repair/Replacement

- **Replacement of broken or lost equipment** to be accomplished within five (5) work days for standard (available devices).
- **If standard devices are not available**, comparable equipment (equal to or greater capability) **must** be made available at no additional charge upon approval.

Yes \_\_\_ or No \_\_\_

- **Optional customer support outlets.** Provide County Wireless Administration staff the option to utilize bidder's service centers, direct access outlets, and/or Internet site to coordinate maintenance, order supplies, and purchase equipment as necessary.
  - Through Authorized procedures.
  - Using County account information.
  - Reflected on County Bills.

Yes \_\_\_ or No \_\_\_

- b. **Account Support** - To include a dedicated account team for support in providing advice on changes in service to improve operations, reduce costs, add value to supported functions, and review usage in line with industry best practices.

1. **Review of Plan for Implementation.** Upon award and completion of agreement (as signed by both parties: County and successful bidder), successful bidder's account team will review current inventory of equipment, plans, and history of usage of services, and present recommendation for review by County Wireless Service Contract Administration Staff for review for appropriate plan-to-requirement prior to cut-over to service. Review and submission of recommendations for service plans to be completed within seven (7) business days from date of signed agreement.

Yes \_\_\_ or No \_\_\_

2. Provide advice on changes in service which offer reductions in cost **at least quarterly**.

Yes \_\_\_ or No \_\_\_

3. Review expenditures for services and recommend changes in plan (shared versus individual) based on usage patterns **at least quarterly**.

Yes \_\_\_ or No \_\_\_

4. Identify any changes in usage patterns which may indicate abuse or theft of devices at **least monthly**.

Yes \_\_\_ or No \_\_\_

5. Provide assistance in reviewing usage and associated expenses.

Yes \_\_\_ or No \_\_\_

6. **Online Information on Account Activity.** Provide online availability (via provided secure website) of account activity (usage, billing, service, etc.) to enable selected County staff to view their office's assigned units for verification of use as appropriate and tracking to departmental, office, or group budget.

Yes \_\_\_ or No \_\_\_

**Describe method of proving this service and process to ensure security of account information.**

- c. **Special Support Requirements - Public Safety Equipment Secure Provisioning and Account Requirements.** The County has special requirements for certain public safety applications with units (wireless cellular telephones) to be assigned anonymously with no association to the County, County bill, or the public safety agency.

1. To address this requirement bidders **must** be capable of documenting the capability to establish secure accounts for law enforcement applications, documenting their ability to establish accounts (administration, provisioning, and billing) in a secured manner which ensures the equipment and service of the covered units are provided in a safe and secure manner and not in any way associated with the County's Wireless Agreement.

Yes \_\_\_ or No \_\_\_

2. Vendor agrees to provide priority communication services for Fulton County Public Safety devices in the event of a disaster.

Yes \_\_\_ or No \_\_\_

3. Example methods of addressing this requirement include "**charged**" use phones, anonymous accounts - separate from County account, etc.

Yes \_\_\_ or No \_\_\_

4. The County reserves the right to approve the final method of delivery and administration of this type of service to ensure the safety of affected staff.

Yes \_\_\_ or No \_\_\_

- d. **Wireless Broadband Modems.** The County has an emerging requirement for Wireless Broadband Modems, to connect Public

Safety and other field vehicles with computers to County and State Public Safety Information Systems.

1. To address this requirement, bidders **must** be capable of documenting the capability to provision and support broadband modems.

Yes \_\_\_ or No \_\_\_

2. The County expects to receive volume discounts in these units as volume of use increases. **Be sure to reflect any discount in Section 3. Pricing Forms; Section 11.**

Yes \_\_\_ or No \_\_\_

3. The County reserves the right to approve the final method of delivery and administration of this type of service to ensure the coverage and application is appropriate to the affected operation.

Yes \_\_\_ or No \_\_\_

7. **Mobile Device Management Solution (MDM).** The County is expecting the successful provider to provide a fully managed MDM solution. The cost for the MDM solution **must** be part of the total cost per device or a no-cost service to the proposed vendor's plan. The solution **must** be able to provide the County with the ability to enforce county guidelines, control apps, environment, monitor usage history, encryption, remote wipe, and remote access to enable county email and manage applications. **(See Exhibit C)**

Yes \_\_\_ or No \_\_\_

1. Include detail approach to provide plans for stand-by services.

8. **Value Added Features (Employee Purchase/Rate Plans).** The County's current wireless providers extend to Fulton County Employees an Employee Rate Plan which includes reduced rates for service, equipment, and accessories. This is not a requirement, but is definitely in the County's interest to extend this feature to employees.

**Do you support Employee Rate/Purchase Plans?**

Yes \_\_\_ or No \_\_\_

1. If Yes, Please describe discount plan.

**9. References.**

Provide references of comparable jurisdictions in population, coverage area, volume, and range of services. Include name of organization, description of service (number of units), contact person in the organization responsible for contract to include name, mailing address, telephone number and E-Mail address. **Failure to comply with this requirement will result in the response being considered as non-responsive and the respondent's bid will be disqualified.**

**Reference 1**

Organization:

Mailing Address:

Contact Person:

Telephone Number:

E-Mail Address:

**Reference 2**

Organization:

Mailing Address:

Contact Person:

Telephone Number:

E-Mail Address:

**Reference 3**

Organization:

Mailing Address:

Contact Person:

Telephone Number:

E-Mail Address:

# EXHIBIT D COMPENSATION

# EXHIBIT E PURCHASING FORMS

# EXHIBIT F

## CONTRACT COMPLIANCE FORMS

# **EXHIBIT G INSURANCE AND RISK MANAGEMENT FORMS**

# **EXHIBIT H PAYMENT & PERFORMANCE BONDS**

Not applicable to this project