



**REQUEST FOR PROPOSAL: 14RFP93286A-CJC**

## **E-Filing System**

**For**

**Superior Court Clerk, State Court, Magistrate Court and Probate Court**

**RFP DUE DATE AND TIME: Thursday, June 19, 2014 at 11:00a.m.**  
**RFP ISSUANCE DATE: Wednesday, May 13, 2014**  
**PRE-BID CONFERENCE DATE: Thursday, May 29, 2014 at 10:00a.m.**  
**PURCHASING CONTACT: Charlie Crockett**  
**E-MAIL: [charlie.crockett@fultoncountyga.gov](mailto:charlie.crockett@fultoncountyga.gov)**

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

## SECTIONS 1-10

<b>1.0</b>	<b>INTRODUCTION</b> .....	1-1
1.1	Purpose .....	1-1
1.2	Description of the Project.....	1-1
1.3	Background.....	1-1
1.4	County Objectives.....	1-1
1.5	Obtaining the RFP .....	1-1
1.6	Subcontracting Opportunities .....	1-2
1.7	Pre-Proposal Conference.....	1-2
1.8	Proposal Due Date.....	1-2
1.9	Delivery Requirements.....	1-3
1.10	Contact Person and Inquiries .....	1-3
<b>2.0</b>	<b>INSTRUCTIONS TO PROPOSERS</b> .....	2-1
2.1	Procurement Process .....	2-1
2.2	Contract/Definitions.....	2-1
2.3	No Contact During Procurement Process .....	2-2
2.4	Clarification & Addenda.....	2-2
2.5	Term of Contract.....	2-4
2.6	Required Submittals.....	2-6
2.7	Proposal Evaluation .....	2-6
2.8	Disqualification of Proposers.....	2-6
2.9	Reserved Rights .....	2-6
2.10	Applicable Laws.....	2-7
2.11	Insurance and Risk Management Provisions .....	2-7
2.12	Accuracy of RFP and Related Documents .....	2-7
2.13	Responsibility of Proposer .....	2-7
2.14	Confidential Information .....	2-8
2.15	County Rights and Options .....	2-8
2.16	Cost of Proposal Preparation and Selection Process .....	2-10
2.17	Termination of Negotiations .....	2-10
2.18	Wage Clause .....	2-10
2.19	Additional or Supplemental Information.....	2-10
2.20	Reporting Responsibilities .....	2-11
2.21	Georgia Security and Immigration Compliance Act.....	2-11
2.22	Authorization to Transact Business.....	2-11
2.23	Right to Protest.....	2-11
2.24	First Source Jobs Policy .....	2-12
2.25	Non-Collusion .....	2-12
2.26	Exceptions to County's Contract.....	2-12
2.27	General Requirements.....	2-12
<b>3.0</b>	<b>PROPOSAL REQUIREMENTS</b> .....	3-1
3.1	Submission Requirements .....	3-1
	3.1.1 Proposal Submission Date and Submittal Format .....	3-1
	3.1.2 Number of Copies .....	3-2
3.2	Overview of Proposal Requirements .....	3-2
3.3	Scope of Work .....	3-2
3.4	Technical Proposal Format and Content .....	3-2
3.5	Cost Proposal Format and Content .....	3-5

<b>4.0</b>	<b>EVALUATION CRITERIA</b> .....	4-1
4.1	Proposal Evaluation Criteria .....	4-1
<b>5.0</b>	<b>PROPOSAL FORMS</b> .....	5-1
5.1	Introduction .....	5-1
5.2	Proposal Forms	
	Form A – Certification Regarding Debarment	
	Form B – Non-Collusion Affidavit of Bidder/ Offeror	
	Form C – Certificate of Acceptance of Request for Proposal	Requirements
	Form D – Disclosure Form and Questionnaire	
	Form E – Georgia Security and Immigration Contractor Affidavit and Agreement	
	Form F – Georgia Security and Immigration Subcontractor Affidavit	
	Form G – Professional License	
	Form H – Local Preference Affidavit of Bidder/Offeror	
	Form I – Service Disabled Veteran Preference Affidavit of Bidder/Offeror	
<b>6.0</b>	<b>CONTRACT COMPLIANCE REQUIREMENTS</b> .....	6-1
6.1	Non-Discrimination in Contracting and Procurement	
6.2	Required Forms and EBO Plan	
	Exhibit A – Promise of Non-Discrimination	
	Exhibit B – Employment Report	
	Exhibit C – Schedule of Intended Subcontractors	
	Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service	
	Exhibit E – Declaration Regarding Subcontracting Practices	
	Exhibit F – Joint Venture Affidavit	
	Exhibit G – Prime Contractor/Subcontractor Utilization Report	
	Exhibit H – Fulton County First Source Jobs Program	
	Form 1 – First Source Jobs Program Information	
	Form 2 – First Source Jobs Program Agreement	
<b>7.0</b>	<b>INSURANCE AND RISK MANAGEMENT PROVISIONS</b> .....	7-1
<b>8.0</b>	<b>SAMPLE CONTRACT</b> .....	8-1
<b>9.0</b>	<b>EXHIBITS</b> .....	9-1
	Exhibit 1: Request for Proposal (RFP) Submittal Checklist	
	Exhibit 2: Cost Proposal Summary	
<b>10.0</b>	<b>APPENDICES</b>	10-1

Appendix A: Fulton County Department of Information Technology  
(DoIT) Requirements & Standards

## SECTION 1

# INTRODUCTION

## 1.1 PROJECT DESCRIPTION

Fulton County, Georgia (“County”) is seeks a vendor to provide an electronic filing system for all cases falling within the jurisdiction of Superior, State, Magistrate, and Probate Court.

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

## 1.2 BACKGROUND

The State Court of Fulton County consists of ten (10) judges handling civil trial matters not within the exclusive jurisdiction of Superior Court and misdemeanor criminal cases. Magistrate Courts were established statewide as limited jurisdiction courts. Magistrate Court has jurisdiction over traffic cases; ordinance and code violations; jail, warrant, and first appearance proceedings; and warrant applications. Civil jurisdiction of the Magistrate Court includes dispossession/landlord-tenant cases, garnishments, and small claims actions involving \$15,000 or less. The Magistrate Court consists of six (6) full-time Magistrates and a host of appointed part-time Magistrates. There are two (2) court annexes with one full-time Magistrate at each satellite location. The Court Administrator/Chief Clerk manages, among other things, the paper filings and the current e-filed cases for both State Court & Magistrate Court. All State & Magistrate Court records are public records under the Georgia Open Records Act and can be viewed by anyone, unless sealed by court order or exempted from the Act.

The Clerk of Superior Court of Fulton County is a constitutionally established office. The Clerk is the official custodian of all records filed in the office and the court. The Office of the Clerk of Fulton Superior Court provides court support personnel to each Superior Court Judge as well as performing other duties as mandated by State laws. Additionally, the Clerk provides the information on a wide range of records including civil and domestic suits, criminal records, real estate, non-real estate and personal property. All records are public records in accordance with the Georgia Open Records Act and can be viewed by anyone. Records such as adoptions or those ordered sealed by a Superior Court Judge are exempted by the Georgia Open Records Act.

The origins of the Probate Court, formerly Inferior Court and Court of Ordinary, are found in the Constitution of 1798. The Probate Court has exclusive jurisdiction over proceedings related to the probate of wills, appointment and removal of executors and administrators of decedent’s estates, appointment and removal of guardians and conservators of minors or incapacitated adults. Jurisdiction also includes matters regarding the hospitalization and treatment of the mentally ill, alcohol or drug dependent individuals.

- Include a summary of existing/impacting data, systems and/or components, if applicable.
  - The current case management system used by all Courts is Odyssey by Tyler Technologies.
  - Superior & State Court currently has File & Serve Xpress as their e-filing vendor.
- Specify if there are any relevant existing documents available such as reports, studies, etc. Those reports/studies can be placed in the RFP document as an Exhibit or Appendix.

This proposal covers all cases within the jurisdiction of the Superior Court, State Court, Magistrate Court and Probate Court. The following Table 1 illustrates the number of new filings for the calendar year 2013 in each of the case types that may be filed electronically.

Table 1.

<b>Superior Court</b>	
Domestic	923
General Civil	2931
Contract	1327
Divorce	3792
Family Violence	2294
Modifications	890
Support Enforcement	1012
Torts	1094
Miscellaneous	2102

  

<b>Magistrate Court</b>	
Small Claims	10841
Dispossessory	30978
Continuing Garnishments	1
Regular Garnishments	1
Abandoned Motor Vehicles	3024

  

<b>State Court</b>	
E-Filed Cases	2384
Contract	2458
Dispossessory	211
Dispossessory Appeals	63
Foreclosures	115
Foreign Judgments	112
Continuing Garnishments	11621
Regular Garnishments	2050
Support Garnishments	6
Torts- Personal Injury	24
Criminal Misdemeanor	11584

  

<b>Probate Court</b>	
Petition for Letters of Administration	1089
Petition to Probate Will	3136
Petition for Order Declaring No Administration Necessary	20
Petition for Year's Support	54
Petition for Guardianship	2076
Mental Health Petition	66
Petition to Enter Safe Deposit Box	25
Miscellaneous Filings on Existing Estates	9414
Habeas Corpus	0

### 1.3 COUNTY OBJECTIVES

The following are the County Objectives for this project:

To provide a fully integrated, comprehensive, cost-effective, and user-friendly electronic filing system to accommodate all case filings within the jurisdiction of Superior, State, Magistrate and Probate Courts.

- To satisfy access to justice issues by making e-filing available to all litigants filing in the Superior Court, State Court, Magistrate Court and Probate Court.

The implementation of e-filing will allow end users to file pleadings and other documents remotely and securely 24 hours a day, every day of the year. E-filing will create paper on demand Courts.

### 1.4 OBTAINING THE RFP

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

### 1.5 SUBCONTRACTING OPPORTUNITIES

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

### 1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, May 29, 2014 at 10:00A.M.**, in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

### 1.7 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Thursday, June 19, 2014 at 11:00 A.M.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

## **1.8 DELIVERY REQUIREMENTS**

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

## **1.9 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, **Charlie Crockett, CPPB, APA, at 130 Peachtree Street, S.W., Suite 1168, Atlanta, GA 30303, fax: (404)893-1737 or [charlie.crockett@fultoncountyga.gov](mailto:charlie.crockett@fultoncountyga.gov)**. Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

### 2.1 PROCUREMENT PROCESS

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

### 2.2 CONTRACT DEFINITIONS

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

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

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

**County** – Fulton County Government and its authorized representatives.

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

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

**Owner** – Fulton County Government

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

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

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

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

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

**Scope of Work** – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and

equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

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

### **2.3 NO CONTACT DURING PROCUREMENT PROCESS**

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

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

## 2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Friday, June 6, 2014 at 2:00p.m.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Department of Purchasing & Contract Compliance**  
**Attn: Charlie Crockett, CPPB, Assistant Purchasing Agent**  
**Public Safety Building**  
**130 Peachtree Street S.W. Suite 1168**  
**Atlanta GA 30303**  
**Email: [charlie.crockett@fultoncountyga.gov](mailto:charlie.crockett@fultoncountyga.gov)**  
**F: (404) 893-1737**  
**RE: 14RFP93286A-CJC, E-Filing for the Courts**

Telephone inquiries will not be accepted.

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

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

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

## **2.5 TERM OF CONTRACT**

The initial term of the contract shall be for a one (1) year term, with five (5), one (1) year renewal options.

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 Second 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 approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1<sup>st</sup> day of January, 2017 and shall end no later than the 31<sup>st</sup> day of December, 2017. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1<sup>st</sup> day of January, 2017 and shall end no later than the 31<sup>st</sup> day of December, 2017. If approved by the County Board of Commissioners, the Fifth Renewal Term shall begin on the 1<sup>st</sup> day of January, 2018 and shall

end no later than the 31<sup>st</sup> day of December, 2018. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

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

**d. Same Terms**

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

**e. Statutory Compliance Regarding Purchase Contracts.**

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

**2.6 RFP SUBMITTALS**

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

**2.7 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a Vendor Selection Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

**2.8 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

## **2.9 RESERVED RIGHTS**

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

## **2.10 APPLICABLE LAWS**

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

## **2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS**

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

## **2.12 ACCURACY OF RFP AND RELATED DOCUMENTS**

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

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

## **2.13 RESPONSIBILITY OF PROPOSER**

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

## **2.14 CONFIDENTIAL INFORMATION**

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

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

## **2.15 COUNTY RIGHTS AND OPTIONS**

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components

thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.

- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

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

## **2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

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

## **2.17 TERMINATION OF NEGOTIATIONS**

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

## **2.18 WAGE CLAUSE**

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

## **2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

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

## **2.20 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Cicely Barber, Court Administrator/Chief Clerk, State & Magistrate Court of Fulton County.

## **2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

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

See Section 5, Proposal Forms for declarations and affidavits.

## **2.22 AUTHORIZATION TO TRANSACT BUSINESS**

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

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

## **2.23 RIGHT TO PROTEST**

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from

factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

## **2.24 FIRST SOURCE JOBS POLICY**

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

## **2.25 NON-COLLUSION**

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

## **2.26 EXCEPTIONS TO THE COUNTY'S CONTRACT**

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

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

## 2.27 GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**SECTION 3  
PROPOSAL REQUIREMENTS**

**3.1 SUBMISSION REQUIREMENTS**

**3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Thursday, June 19, 2014 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS 14RFP93286A-CJC  
Fulton County Department of Purchasing & Contract Compliance  
Public Safety Building  
130 Peachtree Street S.W. Suite 1168  
Atlanta GA 30303**

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

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

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

Each envelope or package shall be clearly marked as follows:

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

### **3.1.2 Number of Copies**

Proposers shall submit the following:

Technical Proposal, one (1) original and eight (8) copies on CD media in PDF format.

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

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

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

All Proposals must be complete with all requested information.

## **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

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

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

## **3.3 SCOPE OF WORK**

This proposal for e-filing via the internet shall be at no cost to the Courts of Fulton County. Further, as electronic filing forms and images are transmitted, the Proposer's system shall organize the filings and images on its own server; organize them by appropriately associating them within sub-files associated with the court case number, date and judge; provide the pleading name for the filing within that case file; provide the name of the party filing within that case file; place all filings within a case file in sequential order; and provide an associated image with each file. The e-filing system shall be fully integrated with the Odyssey case management system, including all upgrades, at no expense to the County. This system shall also include the ability to offer 24/7 access, with some customer support being offered outside the business hours of the Courts. The system shall be capable of accepting payments and transmitting those payments to the Court. An essential element of this proposal is ensuring that the Clerk of each Court maintains custody and control of all data and images filed by users over the Proposer's system. Proposer's system shall have the ability to accommodate bulk filings of certain case types,

specifically those filed in Magistrate Court. The e-filing system shall also have the ability to serve all filed documents at no expense to the Court.

- List locations where services and/or products will be provided and/or performed?

Services will be provided over the internet; the Justice Center Tower located at 185 Central Avenue, Atlanta, GA 30303; and at the North and South Services Centers located at 7741 Roswell Road, Atlanta, GA 30350 and 5600 Stonewall Tell Road, College Park, GA 30349, respectively.

- Identify any customers and end users impacted. Identify the specific individuals, groups or processes whose work will be most affected during and after the project's execution.

This contract will affect all litigants filing in Superior Court, State Court, Magistrate Court and Probate Court.

- List the key technical and functional requirements/tasks for the project. Highlight those requirements/tasks that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.

**Electronic Filing Application.** The Proposer must describe the electronic filing application in detail. Printouts of sample computer screens shall be provided. Proposers shall identify which features are available in the current version of the Proposer's software. The proposer must be able to offer a timetable for completion of all items that are not currently available. All items must be completed, tested, demonstrated and approved as working properly for the Superior Court, State Court, Magistrate Court, and Probate Court before the e-filing software is implemented. The Proposer must identify how it will handle electronic receipting, notification, and service to the parties, and how it will notify those parties who do not have an email address. This description must also include how the filing will be date and time stamped. The proposed system must be able to receive requests from litigants that require a judicial order, and send the "signed" order back to the attorney/litigant. The proposed electronic filing system must indicate how documents, and/or transcripts might be electronically forwarded to the appellate courts, and how the notification of appeal would be electronically registered as the trial court and appellate court(s). The system must have the ability to file documents under seal or to otherwise limit access to certain documents. The proposed system must allow for review of filings by a clerk using a queue or similar mechanism prior to import into the Court's Case Management System, if desired. The proposed system must allow for independent configuration, management, and security for each implemented Court. Electronic filing in Magistrate Court will involve

standardized forms, most of which may be handwritten and filed by pro se litigants. Proposers should have tools to assist pro se litigants in filling out

the standardized forms, preferably in fillable PDFs. All proposed user interfaces must be intuitive for pro se litigants, and have active help menus or options to allow user completion without Clerk or IT intervention.

**Document Storage & Retrieval System.** The Proposer must fully describe the proposed document storage and retrieval system. This description must also include how documents will be indexed, selected and retrieved by Superior Court, State Court, Magistrate Court & Probate Court. Further, the proposer must specify how it will ensure the courts maintains custody and control over an exact copy of all data and images filed over the Proposer's system, such as providing the courts with a server. Moreover, proposer's must describe how they will facilitate, assist in or offer at no cost a scanning solution to ensure any paper document filed with the courts can be integrated with the proposed e-file system. The Proposer must identify how pro se and/or indigent litigants will be provided access to this system. Proposers must identify browser or plugin requirements, as this may limit accessibility for pro se and/or indigent litigants.

To adequately plan for local storage, Fulton DoIT requires from the proposers metrics including storage size estimates for both documents and reports. These metrics should include (but are not limited to) the following values:

- Storage requirements from similar-sized current clients
- Storage estimates by court type
- Storage estimates by case type
- Breakdowns for document imaging vs. reporting

**Filings.** An initial case filing is described as the complaint, statement of claim, dispossessory warrant, and various petitions filed in Probate Court, and all exhibits and other documents attached thereto, and associated fees. A filing must include the following information that will populate into our current case management system, Odyssey by Tyler Technologies: case number, name of court, case type, attorney information (including bar number), and party information, such as names and addresses. All pleadings, filings and other documents filed subsequent to the initial case filing must reference the case number associated with the initial case and the attorney's name and bar number. All associated images must have both a non-editable, frozen image and an editable image or document attached with which litigants can work. All filings, configuration for filings, and any security access restrictions for filings should be independent for each implementing Court.

**File Access.** Proposers will make available, at no charge to the Courts, all files necessary to incorporate into its current case management system. These files will fully integrate and automatically populate into the Odyssey case management system. This integration must utilize either the existing Odyssey Integration API or E-Filing framework. The Proposers shall maintain a copy of all electronic files. All files shall be archived at the Proposer's site as well as with the County's DoIT Department and will be

available (at no cost) to the courts upon request for at least two (2) years after cessation or termination of services. The information stored on the text file should be cumulative, i.e. it should contain case information for all case submissions up to the current date.

**Revenue Sharing.** Revenue sharing with the courts shall be a contractual element and Proposers should specify the business model and contractual terms for proposed revenue sharing. Revenue sharing and the cost is something different.

**General Public Access to the Imaged Files.** Proposers must identify how the general public will gain access to the imaged files. Proposers must identify any fees for general public access, how the information will be protected from changes and manipulation while the public is accessing the information, whether they will have the capacity to print, and what capacity the courts will have to add a “cost recovery fee” on these transactions. Proposers must also identify security measures to limit access to certain documents.

**Hardware Architecture.** Proposers must supply a complete description of the hardware platforms that will be use to support the system; including an architectural diagram (any hardware supplied to the County must meet or exceed current County requirements). The hardware specifications that the courts and attorney subscribers will need in order to use the system must also be identified. The hardware requirements must include a detailed description of the recommended personal computer specifications.

**Network/Telecommunication Requirements.** Proposers must supply a complete description of the network/telecommunications that will be provided for the system, including a network diagram. The Proposers will also identify the specifications of any networking/telecommunication requirements the courts or attorneys will need in order to support the system. Any networking/telecommunication requirements/upgrades for the county to support the proposed system must meet or exceed current IT standards and be provided by the vendor at no cost to the County.

**Software/Application/Upgrade Requirements.** Proposers must supply a complete description of the software/application/hardware and future upgrades that it will provide to the courts. This should include the method and timing of updates, and any cost associated with receiving the latest updates to software during and post implementation. Any proposed software/application running on the County network must meet current County IT standards (operating system, database, etc.). See Appendix A for current IT standards. Proposers will also identify the specifications of any software/application upgrades the courts or attorneys will need in order to support or access the system. Proposers must also identify its method of integration with the County’s current case management system, Odyssey by

Tyler Technologies, including continued integration to account for updates and/or upgrades to the case management system.

**Accounting System.** Proposers will need to describe in detail the accounting system that will be used to track fees paid by the courts and attorneys, and how statutory filing fees will be transferred to the courts, their banking institutions and the timeframe of funds deposited each court account.

**Electronic Signature Solution(s).** Proposers must provide at least one (1) electronic signature solution for electronic filing. This solution could be either: electronic, digital, or imaged. The preferred solution is electronic. Proposers must describe how their solution(s) comports with existing signature rules.

**Security System.** Proposers must provide a complete description of the security that will protect the e-file, e-access, and all County applications used by the courts. This description should include hardware/firewalls, control over user IDs and passwords. The security system must also fully describe how the system will handle cases that are sealed or expunged. Proposers must agree that the security system must be approved and subject to audits by Fulton County DoIT and each court designated personnel.

**Marketing Strategy.** Proposers must supply a marketing strategy for attorney subscriptions to this electronic filing system, and how will it effectively market the new system to all end users.

**User Response Time.** Proposers must indicate the average “user” viewing response time for the various functions of the system. The user response time refers only to server and network response time (i.e. transaction time) – not the functional time required to process a case.

**Warranty Designation and Support Service.** Proposers must supply a complete plan how the proposer will support the system for all courts and the private subscribers. Proposers must provide an accurate and complete statement designating the promises and warranties, and any disclaimers of warranties, limitations or motivations of remedies, of liquidated damages, of any third party, such as the manufacturer of the equipment, to be provide wither directly or indirectly to purchaser of the goods.

**Training and Customer Service.** Proposers must submit a training plan. This plan must include the training of courts personnel and other users of the Proposer’s system, including attorneys and other high-volume customers. Training provided to court personnel will be at no charge to the Courts or to Fulton County. The training plan should also include intentions of providing continuous and regular customer support and training by Proposer’s employees who are locally or regionally based. Proposers must include a training manual for staff and Public users in the courthouse. Proposers must

identify its customer service support for end users, including the hours that live support is available.

**Migration Integration.** Proposers should describe in detail a plan to integrate the e-file system with the current case management system, Odyssey by Tyler Technologies, as well as a plan to migrate data and images from Superior & State Court's current e-filing vendor File & Serve Xpress, formerly LexisNexis at the cost of the Proposer.

**Working System.** Proposers must be able to demonstrate a working example of their e-filing system to the Evaluation Committee members, if necessary.

**Source Code.** The chosen vendor will agree to keep its source code in escrow and available to the courts for eventualities to be specified in the contract.

**Description of Reporting Capability.** The chosen Proposer will provide to the Court at the minimum the ability to run the following types of reports: Proposer's system shall create reports that will at a minimum provide:

- a. The number of cases filed for a specified period of time. This time frame may be daily, weekly, monthly, or some other user defined time;
- b. Types of cases being filed and the number of each for a specified period, including case number, filing date, judge and parties' names. This report will include case number, filing date, judges, and parties' names. This time may be daily, weekly, monthly or some other user defined time.
- c. Who is submitting cases, including the name of the litigant or law firm, case number, filing date, parties' names, and the attorney of record and bar number, the type of case filed and the total number of pages in the file.
- d. Any pending motions ready to be reviewed by the assigned Judge, including when the time to respond to the motion has lapsed and no response has been filed.
- e. Indexes of all criminal, civil, domestic, child support filings daily, weekly, monthly and yearly

All the above reports need to be able to be combined, if needed, into one report for ease of use by the user. Fulton County reserves the right to add to or create any additional reports it deems necessary without cost to County. All Reports should be separated by Court.

Additionally, Proposers shall provide a mechanism for automatically closing cases and provide notification when cases are closed.

### **3.4 PROJECT DELIVERABLES**

Proposers must be able to assume the current e-filed cases in State Court within 30 days after the contract is signed and notice to proceed is issued by the Court. Proposer shall immediately confer with State Court and Magistrate Court to develop a staggered timeline to implement e-filing for all case types.

### **3.5 PROJECT SCHEDULE**

Detailed transition plan with timelines and goals for service delivery to be included with project proposal.

Service Delivery to begin no later than 30 days after execution of the contract.

### **3.6 TECHNICAL PROPOSAL FORMAT AND CONTENT**

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below.

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

#### ***Section 1 - Executive Summary***

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this proposal.
2. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
3. Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.
4. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

#### ***Section 2 – Ability of the Proposer to provide the services requested in this RFP (Technical Requirements, usability, stability, and integration)***

The Ability of the Proposer to provide the services requested in this RFP (Technical Requirements, usability, stability, and integration) must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task,

project completion date, and any other information that shall assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.

**Section 3 – Project Team Qualifications/ Qualifications of Key Personnel**

Provide at least three (3) references. The references must be currently using an electronic filing system developed and supported by the Proposer in use for at least one (1) year with a court system of comparable size and filings to the State Court of Fulton County.

**Section 4 - Availability of Key Personnel**

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

**Section 5 - Local Preference**

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

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

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

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

The following supporting documentation must be provided:

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

1. Businesses where at least fifty-one percent (51%) of the owners of the business

are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

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

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

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

### ***Section 6 – Service Disabled Veterans Preference***

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

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

### ***Section 7 – Cost***

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

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

**Lowest cost submitted**

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

The County will determine responsibility based on the following criteria for the proposer recommended by the Evaluation Committee:

**Cost Proposal Format and Content.** The Proposers must indicate the base product and any additional products and services required for the electronic filing system proposed in the RFP. The price must include the following items, and should appear in the table below. No proposal will be evaluated without a completed pricing table. Additional costs not specified below to any parties, must be added and explained fully. Costs to additional users (i.e. general public) must be added to this matrix. Proposers must identify any fees for general public access. The Proposer must absorb any costs not outlined in the submitted table. Proposers must include a pricing sheet in a separate sealed envelope marked, "Cost Proposal."

***Section 8 – Past Performance/Relevant Project Experience***

Identify three (3) court systems where the Proposer has performed e-filing projects similar in size and scope with entities comparable to the Superior, State, Magistrate, and Probate Court of Fulton County within the past three (3) years. Limit your response to one (1) page per project; please provide the following information for each project:

- a. The name of the project, the owner, and the project location
- b. A description of the project.
- c. Include the contact name, position, address and telephone number of the owner's staff member who was in charge of the project for the owner.

***Section 9 – Proposer Financial Information***

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

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

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

- (1) Provide your firm's most recent balance sheets.
- (2) Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (3) Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.
- (4) Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

### ***Section 10 – Disclosure Form and Questionnaire***

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

## **3.5 COST PROPOSAL FORMAT AND CONTENT**

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

### ***Section 1 - Introduction***

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

### ***Section 2 - Completed Cost Proposal Forms***

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

## SECTION 4 EVALUATION CRITERIA

### 4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Ability of the Proposer to provide the services requested in this RFP (Technical Requirements, usability, stability, and integration)	40%
Project Team Qualifications/ Qualifications of Key Personnel	20%
Availability of Key Personnel	10%
Relevant Project Experience/ Past Performance	13%
Service Disabled Veterans Preference	2%
Local Preference	5%
Cost Proposal	10%
<b>TOTAL POINTS</b>	<b>100%</b>

## **SECTION 5 PROPOSAL FORMS**

### **5.1 INTRODUCTION**

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

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

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

## 5.2 PROPOSAL FORMS DESCRIPTION

### **Certification Regarding Debarment**

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

### **Non-Collusion Affidavit of Bidder/Offeror**

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

### **Certificate of Acceptance of Request for Proposal Requirements**

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

### **Disclosure Form and Questionnaire**

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

### **Georgia Security and Immigration Contractor Affidavit and Agreement**

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

### **Georgia Security and Immigration Subcontractor Affidavit**

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

### **Professional License**

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

### **Local Preference Affidavit of Bidder/Offeror**

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

### **Service Disabled Veteran Preference Affidavit of Bidder/Offeror**

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

**FORM A: CERTIFICATION REGARDING DEBARMENT**

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

***INSTRUCTIONS FOR CERTIFICATION***

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

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

**DEBARMENT ORDINANCE**

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

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

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

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

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

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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

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

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

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

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

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

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

**NOTE:**

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

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

**FORM C:            CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

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

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

Company: \_\_\_\_\_

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

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

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

**(Affix Corporate Seal)**

**Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

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

**LITIGATION DISCLOSURE:**

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

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

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

Circle One:            YES                            NO

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

Circle One:            YES                            NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One:            YES                            NO

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

Circle One:            YES                            NO

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

Circle One:            YES                            NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local

government, or private entity during the last three (3) years?

Circle One:            YES                            NO

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

Circle One:            YES                            NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

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

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

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

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

**Sworn to and subscribed before me,**

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

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

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

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

### **Instructions:**

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

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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

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

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

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

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

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

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

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

Notary Public: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[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].

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

**Instructions:**

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

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

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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

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

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

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

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

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

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

Notary Public: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>1</sup>\*[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].

## FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

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

Performing work as: Prime Contractor \_\_\_\_\_ Sub-Contractor \_\_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

**(ATTACH COPY OF LICENSE)**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

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

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

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

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

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

Notary Public: \_\_\_\_\_

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

Commission Expires: \_\_\_\_\_



## SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

### 6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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

#### **Implementation of Equal Employment Opportunity (EEO) Policy**

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

#### **Monitoring of EEO Policy**

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

### 6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

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

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

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

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

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

### **6.3 DETERMINATION OF GOOD FAITH EFFORTS**

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

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

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

### **6.4 REQUIRED FORMS AND EBO PLAN**

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

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide

Materials or Services

- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

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

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

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

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

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

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

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

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Submitted by:

\_\_\_\_\_ Bidder/Proposer \_\_\_\_\_ Subcontractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

---

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

---

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

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

--

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

**Total Percentage Value: (%)**

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

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

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

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

\_\_\_\_\_  
**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

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

**EXHIBIT D**

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

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

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

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

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

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

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

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

**AUTHORIZED COMPANY REPRESENTATIVE**

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

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

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

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

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

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

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

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

**ITB/RFP No.**\_\_\_\_\_

**Project Name**\_\_\_\_\_

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

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

**1. Firms:**

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

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

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

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

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

\_\_\_\_\_

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

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

**Note:** Attach additional sheets as required

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

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

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

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

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

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

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

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

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

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

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

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

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

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

## EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	
<b>FROM:</b>		<b>PROJECT NUMBER:</b>	
<b>TO:</b>		<b>PROJECT LOCATION:</b>	

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

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

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

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

Executed By: \_\_\_\_\_  
*(Signature)*
*(Printed Name)*

Notary: \_\_\_\_\_ Date: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

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

## EXHIBIT H

### FULTON COUNTY FIRST SOURCE JOBS PROGRAM

#### **STATEMENT OF POLICY:**

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

#### **PURPOSE:**

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

#### **MONITORING POLICY:**

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

# 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 1

**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 2**

**SECTION 7**  
**INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Insurance and Risk Management Provisions  
Misdemeanor Probation Supervision Services**

Fulton County Government’s practice is 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 Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (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 contract document(s). Any and all Insurance Coverage(s) 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.

**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**

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

\*\*CGL - No Exclusion for Abuse, Molestation, Harassment, Sexual Abuse/Conduct Allegations\*\*

- |   |                 |             |
|---|-----------------|-------------|
| 3. <b>BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>                 |                 |             |
| <b>Combined Single Limits</b>                                     | Each Occurrence | \$1,000,000 |
| (Including operation of non-owned, owned, and hired automobiles). |                 |             |
| 4. <b>PROFESSIONAL LIABILITY</b>                                  | 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 Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

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

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

If Fulton County Government shall so request, the 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 – Parks and Recreation Department  
 130 Peachtree Street, S.W.  
 Suite 1168  
 Atlanta, Georgia 30303-3459

**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 Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of instruction/services 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 and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where instruction/services are 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: \_\_\_\_\_



# FULTON COUNTY

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

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

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

**CONTRACT DOCUMENTS FOR**

**PROJECT NUMBER**

**PROJECT TITLE**

**For**

**DEPARTMENT NAME**

*Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONSULTANT
- ARTICLE 18. RESPONSIBILITY OF CONSULTANT
- ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE

## *Exhibits*

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

***Instructions to Purchasing Staff: Please make sure the above Exhibits List matches the Exhibits List in Article 1 and that those Exhibits are inserted into the Contract Agreement.***

## **APPENDICES**

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

***Instructions to Purchasing Staff: Appendix 1, Policy 800-6 is required. Only use Appendices if you are attaching Appendices, examples are listed above. Please make sure the above Appendices List matches the Appendices List in Article 1 of the Contract Agreement and that those Appendices are inserted into the Contract Agreement.***

**PURCHASING STAFF, REMOVE ALL INSTRUCTIONS IN YELLOW BEFORE INSERTING THIS DOCUMENT INTO THE RFP!!**

# CONTRACT AGREEMENT

Consultant: **[Insert Consultant Name]**

Contract No.: **[Insert Project Number and Title]**

Address: **[Insert Consultant Address]**  
City, State

Telephone: **[Insert Consultant telephone #]**

Email: **[Insert Consultant Email]**

Contact: **[Insert Consultant Contact Name]**  
**[Insert Consultant Contact Title]**

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

## WITNESSETH

WHEREAS, County through its **[Insert User Department Name]** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform **[Insert project description/services to be provided]**, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

## ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;

- X. Exhibit H: Insurance and Risk Management Forms
- XI. Appendix 1: Policy 800-6, Procedure for Handling Change Orders

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

#### ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

#### ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

#### ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

#### ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, specified in Appendix 1.

#### ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

## ARTICLE 9. CONTRACT TERM

***[Insert contract term and any renewal options] Make sure the contract term matches the contract term in the solicitation document exactly.***

## ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed ***[Insert amount approved by BOC]***, which is full payment for a complete scope of work/services.

## ARTICLE 11. PERSONNEL AND EQUIPMENT

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

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

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

## ARTICLE 12. SUSPENSION OF WORK

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by **[insert user department name]**. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the **[department]** designated representative.

#### ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

**ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

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

**ARTICLE 16. WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

**ARTICLE 17. INDEPENDENT CONSULTANT**

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

**ARTICLE 18. PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

**ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

#### ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

#### ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

#### ARTICLE 22. **INDEMNIFICATION**

Consultant hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Consultant, its directors, officers, employees, sub-consultants, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or

nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

Consultant further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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

#### ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the **[insert user department name]**.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

#### ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County , if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

#### ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 27. **PROHIBITED INTEREST**

##### Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and

shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

#### ARTICLE 32. **ACCOUNTING SYSTEM**

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

#### ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

#### ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

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

***[Insert User Department Address]***

Atlanta, Georgia 30303

Telephone:

Email:

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

**With a copy to:**

Department of Purchasing & Contract Compliance

Director

130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

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

***[Insert Consultant Address]***

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

#### ARTICLE 35. **JURISDICTION**

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

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

#### ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

## ARTICLE 38. OPEN RECORDS ACT

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

## ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

## ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq.

pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Consultant shall submit all invoices in original and one (1) copy to:

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

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Email:

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

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

**Optional: [A narrative of one (1) page only, listing the scope of work/ services billed for shall accompany each invoice.]**

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

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

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. **TAXES**

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor

for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

#### ARTICLE 42. **PERMITS, LICENSES AND BONDS**

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

#### ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 44. **WAGE CLAUSE**

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

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

***[Insert Consultant COMPANY NAME ]***

---

John H. Eaves, Commission Chair  
Board of Commissioners

---

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

ATTEST:

ATTEST:

---

Mark Massey  
Clerk to the Commission (Seal)

---

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

---

Office of the County Attorney

APPROVED AS TO CONTENT:

---

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

# ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

# **EXHIBIT A**

## **GENERAL CONDITIONS**

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: "Fulton County Purchasing Department Request For Proposal (RFP) General Requirements".

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

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

# **EXHIBIT C**

## **SCOPE OF WORK**

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

# SCOPE OF WORK

---

The Consultant shall

# **EXHIBIT D**

## **PROJECT DELIVERABLES**

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

# PROJECT DELIVERABLES

---

# **EXHIBIT E**

## **COMPENSATION**

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

# COMPENSATION

# **EXHIBIT F**

## **PURCHASING FORMS**

Instructions for Users: Insert the Purchasing forms submitted by the Consultant. Please contact Purchasing to insure you have the correct forms. Insert forms behind this cover sheet.

## **EXHIBIT G**

# **OFFICE OF CONTRACT COMPLIANCE FORMS**

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

# EXHIBIT H

## INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)

**SECTION 9  
EXHIBITS**

**Insert any exhibits after this page. Examples of exhibits are:**

- *Description of an item*
- *Graph(s)*
- *Diagram(s)*
- *Organizational Chart*
- *Drawings*

**APPENDIX - A**

**Fulton County  
Department of Information Technology  
(DoIT) Requirements &  
Standards**

**Purchasing & Contract Compliance**

**Last Revised: February, 2014**



## Table of Contents

<b>1.0. DoIT Requirements and Standards .....</b>	<b>1</b>
<b>1.1. Overview and Objectives .....</b>	<b>1</b>
<b>1.2. Hardware, Software, Infrastructure Standards .....</b>	<b>1</b>
<b>1.2.1. End-User Software .....</b>	<b>1</b>
<b>1.2.2. End-User Hardware .....</b>	<b>3</b>
<b>1.2.3. Enterprise Applications .....</b>	<b>4</b>
<b>1.2.4. Database Systems &amp; Data Storage .....</b>	<b>5</b>
<b>1.2.5. Server Hardware Specifications .....</b>	<b>5</b>
<b>1.2.6. Networks and Telecommunications.....</b>	<b>6</b>
<b>1.2.7. Mobile Communication Devices.....</b>	<b>7</b>
<b>1.2.8. Physical Security.....</b>	<b>7</b>
<b>2.0. Application Programming Interfaces (API) Protocol.....</b>	<b>7</b>
<b>2.1. Testing and Acceptance .....</b>	<b>7</b>
<b>3.0. Training Requirements.....</b>	<b>10</b>
<b>4.0. End-User Training.....</b>	<b>10</b>
<b>5.0. Administrative/IT Training.....</b>	<b>10</b>
<b>6.0. Product Solution Documentation .....</b>	<b>10</b>
<b>7.0. Preferred Terms &amp; Conditions .....</b>	<b>11</b>

## **A. 1.0. DoIT Requirements and Standards**

### **B. 1.1. Overview and Objectives**

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

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

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

### **C. 1.2. Hardware, Software, Infrastructure Standards**

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

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

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

#### ***1.2.1. End-User Software***

<b>Component</b>	<b>Current Standard</b>
Operating System	Windows7, 64-bit
Word Processor	Microsoft Word 2010 , 64-bit
Spreadsheets	Microsoft Excel 2010, 64-bit
Presentations	Microsoft PowerPoint 2010, 64-bit

Collaboration	Microsoft One Note 2010, 64-bit
Database (Desktop)	Microsoft Access 2010 (Non-Shared – Single User Only)
E-Mail Client	<ul style="list-style-type: none"> <li>• Microsoft Outlook 2010, 64-bit</li> <li>• Outlook Web Access (latest release)</li> </ul>
Project Management	Microsoft Project Professional 2010 64-bit
Graphics	Microsoft Visio Professional 2010, 64-bit
Web Browser	Microsoft Internet Explorer –IE10
Java	JRE 7u51
Antivirus	Microsoft Forefront Server/Client Security
O/S & Office Suite Patch Management	Remote Patch Management
PDF Files Read/Write	<ul style="list-style-type: none"> <li>• Adobe Acrobat (Read Only) Latest Version</li> <li>• Adobe Acrobat (Read / Write) Latest Version</li> </ul>
Other	Must be Approved

Note:

- All Application software must be compliant with the most current version of the applicable O/S and/or Database within one year of release.
- DoIT must approve exceptions to the noted standards in advance.

### 1.2.2. End-User Hardware

Component	Desktop PC	Laptop
Platform	IBM Lenovo M93P, 64-bit	Toshiba Portege Z830-S8301 Ultra Book
CPU	Intel i-Series Processor	Intel Core i5-2557M Processor
Disk Configuration	500 GB , SATA 7200 RPM hard drive	128GB Serial ATA SSD
Memory	4GB PC3-1333 RAM	4GB DDR3 1333MHz
Interface Card(S)	Ethernet 100/1000	Ethernet 100/1000
Wireless	802.11 a/n/ac wireless, Bluetooth 2.1, V92 Modem	802.11 a/n wireless, Bluetooth 2.1, V92 Modem
Operating System	Windows 7, 64-bit	Windows 7
File System	NTFS	NTFS
Maintenance	3 Year on-site, next business day (24x7x365)	3 Year Depot (24x7x365)

Component	Ultra Book	Tablet
Platform	HP IDS UMA NOWWAN 4540S BNBPC	
CPU	Intel Core i5-3210 Dual Core 4540S-CTO Processor	
Disk Configuration	320 GB , SATA 7200 RPM hard drive	
Media Drive	DVD+/-RW SM DL 4540S	
Memory	4GB 1333MHZ DDR3 1DM 454S RAM	
Monitor	Toshiba 15.6" LED HDSVA AG FCAN 4540S	
Video Card	Intel Integrated Graphics	
Interface Card(S)	Ethernet 100/1000	
Wireless	802.11 a/n wireless, Bluetooth 2.1, V92 Modem	
Operating System	Windows 7	
File System	NTFS	
Maintenance	3 Year on-site, next business day (24x7x365)	
Additional Hardware	Keyboard, Optical Mouse	

### 1.2.3. Enterprise Applications

<b>Application</b>	<b>Current Standard</b>
ERP	CGI Advantage v3.8.0.2
Databases Supported	<ul style="list-style-type: none"><li>• Oracle 11g R2</li><li>• MS SQL Server 2012 E/S</li></ul>
E-Mail	<ul style="list-style-type: none"><li>• Microsoft Exchange 2007</li><li>• Symantec Enterprise Vault 10.0.3</li><li>• Cisco Ironport E-mail Security</li></ul>
Geographic Information Systems (GIS) Suite	ESRI ArcGIS v10.2

### 1.2.4. Database Systems & Data Storage

Component	Current Standard
Operating Systems	<ul style="list-style-type: none"> <li>• Microsoft Windows Server 2012, Standard and Data Center</li> <li>• Oracle Enterprise Linux v5.7/5.8</li> <li>• Red Hat Enterprise Linux v5.8/6.5</li> </ul>
Storage	SAN/NAS
Virtualization	VMWare ESXi v.5.1/5.5, Oracle VM v2.2.2/3.2.7

### 1.2.5. Server Hardware Specifications

Component	Application Server	Database Server
Type	INTEL	INTEL
Platform	Dell PowerEdge R710/R810; Fujitsu BX960 release	Dell PowerEdge R810/R910; Fujitsu BX900 releases
Power	Dual Redundant	Dual Redundant
Hard Drive Configuration	<ul style="list-style-type: none"> <li>• Internal: 2 ea. 73GB 15KRPM serial attached SCSI</li> <li>• Additional Drives (separate enclosure) 5 ea. 300GB 15KRPM serial attach SCSI</li> <li>• RAID1/RAID5</li> </ul>	<ul style="list-style-type: none"> <li>• Internal: 2 ea. 146GB 15KRPM serial attached SCSI 6Gbps hot plug</li> <li>• Additional Drives (separate enclosure) 5 ea. 300GB 10KRPM serial attach SCSI Hot Plug</li> <li>• RAID1/RAID5</li> </ul>
CPU	<ul style="list-style-type: none"> <li>• 2 each Intel Xeon X5570</li> <li>• 2.93GHz, 8M Cache</li> <li>• 6.40GT/s QPI, Turbo, HT</li> </ul>	<ul style="list-style-type: none"> <li>• 4 each Intel Xeon E7540</li> <li>• 2.0GHz, 18MB Cache</li> <li>• 6.4GT/s QPI, Turbo HT</li> <li>• 6 Core @ 1066MHz</li> </ul>
Network Interface Cards	4 each. Full Ethernet 100/1000 Base-T	2 each, Dual Port Gigabit (1000Mb) NIC w/TOE iSCSI PCIe.
RAM	<ul style="list-style-type: none"> <li>• 48GB (12x4GB), 1066MHz Dual</li> <li>• RDIMMs optimized for 2 processors</li> </ul>	<ul style="list-style-type: none"> <li>• 128GB (32x4GB)</li> <li>• 1066MHz Quad Ranked</li> <li>• RDIMMs optimized for 4 processors</li> <li>• Power Optimized</li> </ul>

HBA	<ul style="list-style-type: none"><li>• Fiber channel</li><li>• Dual Qlogic 8GB Optical fiber channel - Model 2460 or better.</li></ul>	<ul style="list-style-type: none"><li>• Fiber channel</li><li>• Dual Qlogic 8Gb Optical fiber channel HBA PCIe</li></ul>
-----	---	--

External Storage Controller	<ul style="list-style-type: none"> <li>• SAS RAID controller - external</li> <li>• PCIe, 256MB Cache (minimum)</li> </ul>	<ul style="list-style-type: none"> <li>• SAS RAID controller - external</li> <li>• PCIe, 512MB Cache (minimum)</li> </ul>
Maintenance	<ul style="list-style-type: none"> <li>• 3 Year, 24/7, 4 hour on-site (or NBD if specified)</li> <li>• Parts &amp; labor included.</li> </ul>	<ul style="list-style-type: none"> <li>• 3 Year, 24/7, 4 hour on-site</li> <li>• Parts &amp; labor included</li> </ul>
Additional Hardware Requirements	<ul style="list-style-type: none"> <li>• Rails w/ cable management.</li> <li>• Internal DVD+/- RW, SATA drive.</li> </ul>	<ul style="list-style-type: none"> <li>• Rails w/ cable management arm.</li> <li>• Internal DVD+/- RW, SATA drive.</li> </ul>

### 1.2.6. Networks and Telecommunications

Component	Current Standard
Protocols	<ul style="list-style-type: none"> <li>• TCP/IP - Network environment is pure IP</li> <li>• EIGRP - WAN, MAN, Campus, Access &amp; Distribution layer routing protocols</li> <li>• BGP4 - ISP routing protocol</li> <li>• SCCP, H.323 - IP Telephone and Video protocols</li> </ul>
Structured Cabling Standard Access Layer Cabling	<ul style="list-style-type: none"> <li>• CAT-5E – Legacy PC and Server Connectivity</li> <li>• CAT-6 – New construction and major renovations where applicable</li> <li>• Single-Mode Fiber – Data Center, Campus, and Metro connections depending on distance</li> <li>• Multi-Mode Fiber - Data Center, Campus, and Metro connections depending on distance</li> </ul>
WAN, MAN, Campus & Internet Connection Types	<ul style="list-style-type: none"> <li>• 10Mb &amp; 100Mb Metro Ethernet – New and upgraded WAN &amp; MAN locations</li> <li>• 100Mb Metro Ethernet – Internet connectivity</li> <li>• Gigabit Ethernet – Campus, Access &amp; Distribution uplinks</li> <li>• Gigabit and 10Gigabit – Data Center uplinks &amp; Server connectivity</li> </ul>

Closet Power Management	<ul style="list-style-type: none"><li>• UPS Models:<ul style="list-style-type: none"><li>• Smart-UPS 3000 RM XL</li></ul></li></ul>
-------------------------	---

	<ul style="list-style-type: none"> <li>• Smart-UPS 2200 RM XL</li> <li>• Smart-UPS 3000 RM XL</li> <li>• Smart-UPS 1500 RM XL</li> <li>• Smart-UPS 1400 RM XL</li> <li>• Smart-UPS 8000 RM XL</li> <li>• Smart-UPS RT 8000 XL</li> <li>• Smart-UPS RT 5000 XL</li> <li>• Symmetra LX 16000 RM</li> <li>• All UPS Models – connected via Male-Twist-Lock connector</li> <li>• All UPS Models – equipped with temperature sensors</li> <li>• Monitoring application – Utilizing APC - InfraStruXure Central</li> </ul>
Video Conferencing	Polycom/Tandberg, MsLync

### 1.2.7. Mobile Communication Devices

Device	Current Standard
Blackberry	<ul style="list-style-type: none"> <li>• Galaxy S4</li> </ul>

### 1.2.8. Physical Security

Component	Manufacture	Model
Camera	Cisco	6020 / 6090

## D. 2.0. Application Programming Interfaces (API) Protocol

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

## E. 2.1. Testing and Acceptance

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

1. The proposer shall certify in writing to the County that the system is completely installed, meets all requirements, is free of defects, the data conversion is complete and accurate, and the total system (application, file building, conversion, back-up and recovery procedures, etc.) is ready for operation.
2. The proposer shall be prepared to demonstrate all functions of the system prior to the start of user acceptance testing.

3. The proposer shall provide documentation and interface specifics on each interface provided. The burden of proof regarding on how each interface conforms to the IT Standards and Procedures is the responsibility of the proposer.
4. Upon receipt of the letter of certification from the vendor, Fulton County has a minimum of a sixty-day period to commence the process that will either accept or deny the acceptance the letter of certification. User acceptance testing will include an intensive exercise of each component and module of the system simulating a normal workload. This testing will provide assurance that the various components and modules of the system operate as specified. During this period, the system shall demonstrate a total availability of 99.99% or better.
5. All Application software must be compliant with the most current version of the applicable O/S and/or Database within one year of release.
6. Customizations and/or modifications, which are not supported by the Vendor's Standard Annual Support Package, will not be approved.
7. Third Party Hosted solution must provide Fulton County Government with FULL access to the database of the host provider.

- **Acceptance Criteria**

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

- **System Unavailable Criteria**

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

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

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

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

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

### **F. 3.0. Training Requirements**

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

### **G. 4.0. End-User Training**

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

### **H. 5.0. Administrative/IT Training**

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

Additionally, the vendor must clearly define a description of the recommended number and type of staff required to support the system. The skill sets required of each individual should be included in this description. The description of recommended staffing requirements should include all management, technical and functional areas for the ongoing support of the system. The minimum training requirements include, at minimum, two employees in all support roles. The instructional method of "Train the trainer" is not a valid training platform.

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

### **6.0. Product Solution Documentation**

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

For example:

1. User training manuals for all transactions and functions supported
2. Data Dictionary
3. Data model/entity relationship diagrams and data flow diagrams

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

**7.0. Preferred Terms & Conditions**

DoIT has established the following preferred terms & conditions relating to licenses (hardware, software) and support and maintenance agreements. Responses in this section will be referenced in the final contract.