



BOARD OF EDUCATION

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DATE: 2 June 2010
TO: All Offerors
FROM: FCS Capital Program Contracts Department
RE: **Request for Qualifications No. 427-10, Security Surveillance Camera Design Services**

The Fulton County Board of Education invites you to submit qualifications for furnishing any or all engineering, design, labor and materials to provide Design Services for various Fulton County School System projects.

A Pre-Qualification Conference will be held on **15 June 2010 at 10:00 a.m.**, at The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349.

Sealed Qualifications will be received subject to the attached terms specified in “Instructions & Conditions”, at the office of the Capital Program Contracts Manager, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349. **Qualifications will be received up to 2:30 p.m. local time (as per the Capital Program Contracts Department time clock) on 1 July 2010.**

Questions regarding the submittal process should be directed in writing to the Capital Program Contracts Manager via facsimile at (404) 305-2167. **Only questions received prior to 4:30 p.m. on 18 June 2010 (as per the Capital Program Contracts Department time clock) will be considered.**

Qualifications are subject to rejection if the signature page is not completed and returned on or before the qualification receipt deadline time.

QUALIFICATIONS SHALL BE SUBMITTED IN A SEALED ENVELOPE, ONE SUBMITTAL PER ENVELOPE, PLAINLY MARKED “REQUEST FOR QUALIFICATION NO. “427-10” ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF SUBMISSION. IF NOT SUBMITTING A SUBMITTAL THEN “NO BID” MUST BE INDICATED AS SUCH ALONG WITH THE RFQ NUMBER ON OUTSIDE OF ENVELOPE. FOR IDENTIFICATION PURPOSES THE FIRM’S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE AT www.fcscpccontracts.org

CAPITAL PROGRAM CONTRACTS DEPARTMENT

5270 NORTHFIELD BLVD., COLLEGE PARK, GA 30349 WWW.FCSCPCONTRACTS.ORG

SOLICITATION NO. 427-10

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

SECURITY SURVEILLANCE CAMERA DESIGN SERVICES

**FULTON COUNTY SCHOOLS
CAPITAL PROGRAM CONTRACTS DEPARTMENT
5270 NORTHFIELD BOULEVARD
COLLEGE PARK, GEORGIA 30349**

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FOR
SOLICITATION NO. 427-10

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SUBMITTAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF SUBMITALS

1. INTRODUCTION

- a. To be entitled for consideration, sealed submittals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Sealed submittals in sextuplicate (1 original and 5 copies) will be mailed or hand delivered to the office of the Capital Program Contracts Manager, 5270 Northfield Boulevard, College Park, Georgia 30349.
- c. Submittals received after the date and time specified by the time clock in the FCS Capital Program Contracts Department will not be considered.
- d. The Board of Education reserves the right to accept or reject any or all submittals and to waive minor irregularities and technicalities. The judgment of Fulton County Schools on such matters shall be final.

2. REQUEST FOR QUALIFICATION PROCESS:

This solicitation is a Request for Qualification (RFQ). The Offeror provided submittal(s) will be given an initial evaluation by a committee. The results of the initial evaluation will establish a “qualifying range.” Essentially, if a Designer’s submittal does not meet Fulton County Schools’ standards of acceptance, the submittal will be dropped from the qualifying range to save time for both the Designer and Fulton County Schools. Offerors in the qualifying range will be notified and an interview meeting will be arranged with FCS representatives. A score of eighty (80) must be obtained for recommendation to the Board of Education.

Results of initial evaluations and subsequent interviews with qualifying firms will be reported to the Capital Program Contracts Department. A list of recommended firms to be presented to the Fulton County Board of Education for approval. If approved by the Board and other matters (insurance, bonds, etc.) are agreed upon, the Designer will become eligible for project assignment.

3. OWNER’S REPRESENTATIVE

- a. The Owner for whom Work will be executed is: Fulton County Schools, hereinafter FCS.
- b. The Owner’s Representative will be Parsons Corporation.

SUBMITTAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

4. PREPARATION OF SUBMITTALS

- a. All submittals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the submittal shall initial corrections in ink.
- b. By submitting a submittal, the firm warrants that any services provided to FCS will meet or exceed the specifications set forth in this solicitation except as may be otherwise noted in the firm's exceptions.
- c. An authorized officer of the firm shall sign all submittals.

5. ADDENDA

Offerors are notified that they must thoroughly examine submittal documents, which include, Cover Sheet, Table of Contents, Submittal Conditions, Specifications, Request for Qualification and Submittal's Checklist, together with Addenda thereto issued prior to FCS receipt of submittals.

Any Addenda issued in writing during the time of solicitation shall be included in the submittal, and each will be incorporated in any subsequent Contract.

If any person or firm contemplates submitting a submittal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request to the Capital Program Contracts Department for interpretation. This must be submitted in writing not-less-than ten (10) days prior to the submittal due date or within five (5) days after the pre-qualification conference – whichever date is later – and addressed to the Capital Program Contracts Department.

Interpretations of Submittal Documents will be made by Addenda only. Copies of all addenda will be posted on the Capital Program Contracts Department Web Site www.fcscpcontracts.org for all firms who have obtained a set of Submittal Documents from the Capital Program Contracts Department to use in the preparation of submittals. The Fulton County Schools will not be responsible for any other interpretations or explanations.

No oral interpretations will be made to Offerors as to the meaning of Submittal Documents. Requests for such interpretations shall be made in writing to the Capital Program Contracts Department. Failure on the part of the Offeror to do so shall not relieve them of the obligation to execute such Work in accordance with a later interpretation by the Fulton County Schools. All interpretations made to the Offerors shall be made to the form of addenda to the Submittal Documents and sent to all Offerors.

SUBMITTAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

6. WITHDRAWAL OF SUBMITTALS

A submittal cannot be withdrawn after it is delivered to FCS, unless Offeror makes a request in writing to FCS prior to the time set for receiving submittals, or unless the FCS fails to accept or reject the submittal within ninety (90) days after the date fixed for receiving said submittal.

7. ADDITIONAL TERMS

FCS shall not be bound by any terms and conditions included in any Offeror's technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the FCS purchase order related to this solicitation or any subsequent Agreement with the Fulton County Board of Education. If the Offeror objects to any term or condition that shall relate to an Agreement resulting from this solicitation, the objection shall be clearly stated on a separate page entitled "Objection to Term or Condition" and placed in the submittal immediately after the executive summary.

If FCS accepts the objection it will be stated in the purchase order or subsequent Agreement. If not stated in the purchase order or Agreement, the terms and conditions shall remain as written in the solicitation.

8. COMPLIANCE WITH LAWS

All property or services furnished in an Agreement resulting from this solicitation shall comply with all applicable Federal, State and Local laws, codes and regulations.

9. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to submittal due date. Other protests shall be filed not later than three (3) working days after proposal due date, or if the protest is based on subsequent action of the FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. Protests are considered filed when received by the Capital Program Contracts Manager. Protests that are not filed in a timely manner, as set forth above, will not be considered.

10. PURCHASING POLICY

The FCS Purchasing Policy and Procedures are incorporated into this solicitation (and, therefore, into any Agreement executed as the result of this solicitation) by reference. By participation in this solicitation, an Offeror, potential Offeror or firm agrees to be bound by the FCS Purchasing Policy and Procedures in any issue or action related to this solicitation or subsequent Agreement resulting from this solicitation.

SUBMITTAL CONDITIONS

SECTION II – CONTRACT AWARD

1. FORM OF AGREEMENT

The forms of Agreement are shown in Appendix II of this solicitation.

2. EXECUTED AGREEMENT

An Agreement will be executed with the responsible Offeror whose submittal is determined to be the most advantageous and is of best value to Fulton County Schools. Submittals will be evaluated on a combination of factors (see the RFQ portion of this solicitation for weighted evaluation factors).

3. CONFLICTS IN TERMS AND CONDITIONS

In a conflict between terms and conditions in any document that will be part of the Agreement, the more stringent term or condition shall govern.

4. OFFEROR’S APPLICATION FORM

In order to register your company with Fulton County Schools’ vendor database, each DESIGNER will need to go to the FCS Capital Program Contracts Department website on the World Wide Web at www.fcscpcontracts.org and complete the vendor application.

SUBMITTAL CONDITIONS

SECTION III – OTHER

1. NONDISCRIMINATION

The Offeror, by the submission of a proposal or the acceptance of an order or contract, does agree in providing the goods and services covered under the proposal or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status

2. FCS NONDISCRIMINATION

The Fulton County School System does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected status in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of FCS to assure that Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in FCS Contracting requirements.

4. DRUG-FREE WORKPLACE

By submission of a submittal, the Offeror certifies that it will not engage in the unlawful manufacture, sale distribution, dispensation, possession or use of a controlled substance or drug during the performance of the Agreement and that a drug-free workplace will be provided for the Offeror's employees during the performance of the Agreement. The Offeror also certifies that he will secure from any sub-consultant who works on the Offeror, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of Agreement or disqualification of such Offeror to participate in any future FCS projects.

5. CERTIFICATION OF NONCOLLUSION

By submitting a submittal the Offeror certifies: “that this submittal is made without prior understanding, agreement or connection with any corporation firm or person submitting a submittal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud and that collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences and civil damage awards.”

SUBMITTAL CONDITIONS

SECTION III – OTHER

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the submittal shall be abided by and that the person signing this submittal is authorized to sign the submittal for the Offeror.

7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all submittals are rejected, there shall be no liability on the part of FCS for any costs incurred by Offerors or potential Offerors in relation to the solicitation.

8. RIGHTS AND REMEDIES

The rights and remedies of FCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law.

ADDITIONAL CONDITIONS

1. AGREEMENT TYPE

The type of Agreement shall be General lump sum.

2. AGREEMENT FORM

The forms of Agreement for projects are shown in Appendix II of this solicitation.

3. AGREEMENT TIMEFRAME

Agreements shall be effective on the date of Fulton County Schools' execution of the same and shall terminate when FCS determines that no additional Work is required.

4. OWNER'S REPRESENTATIVE

The Owner Representative for the Fulton County Schools Program Management Department will be responsible for the day-to-day administration of the Agreement. The Owner Representative will be Parsons Corporation.

5. CONTRACT TIME FRAMES

The Agreement period shall be established with the assignment of project.

6. QUALIFICATION PERIOD

The list of qualified firms will remain current for up to five (5) years. The five years shall consist of a base period of one year, and four (4) one year option periods. The exercise of any option to use the list during any option year shall be at the sole and absolute discretion of FCS. In addition, FCS may decline to exercise any option (and therefore, any subsequent option periods, if any), by issuing a new solicitation for additional qualified design firms, thereby terminating the then-current approved list.

REQUEST FOR QUALIFICATION

1. PURPOSE

Fulton County Schools (FCS) intends to enter into agreements for the services with one or more firms to provide design services for various school projects. To qualify for consideration, a firm shall possess and be prepared to provide expertise, resources and personnel experienced in the design, permitting, and contract administration of school projects.

The services to be performed by the designer shall have as their objective cost effective, low maintenance, energy efficient, durable and flexible design solutions for school facilities.

2. SCOPE OF WORK

- a. Numerous projects will be required in the present building program and projects will be assigned as determined by FCS.
- b. Projects will consist of: Design new digital Security Surveillance camera systems for new schools, additions, renovation, modifications, and upgrading/ integrating existing analog systems with new digital at existing schools, as required.
- c. The purpose of this process is to select qualified design firms to develop bid packages and manage the installation of these new digital Security Surveillance camera systems projects. FCS will select various firms to provide the design services needed to complete its program. Additional staff extension services may be requested by FCS for various tasks during the program.
- d. The Security Surveillance Camera System products and requirements to be used for this project are provided in Appendix IV. NO EXCEPTIONS shall be used without authorization from OWNER.

3. CONTRACT ASSIGNMENTS

Assignment of projects, Board approvals and Agreement execution will take place at a later date as the project schedules are developed.

4. COMPENSATION

Compensation for design and contract administration will be per the Compensation Schedule for Design Services as described in Appendix I of this solicitation. Compensation for staff extension services where requested by FCS will be based on hourly rates as defined in Appendix I of this solicitation. Notwithstanding the foregoing, however, projects involving state of Georgia funds will be per the same schedule except that the maximum rate shall not exceed six percent (6%) of construction costs.

REQUEST FOR QUALIFICATION

1. EVALUATION AND SELECTION PROCESS

The services being sought under this RFQ are considered to be professional in nature. Consequently, the evaluation of the submittals shall be based upon consideration of the demonstrated qualifications and capabilities of the qualified firms, which shall result in an award that is in the best interest of FCS.

2. AGREEMENT ASSIGNMENTS

Projects will be awarded at later dates. Assignment of projects, Board approvals, and Agreement execution will take place as projects come on-line.

3. THE SUBMITTAL

A. Offeror's Responsibility:

It shall be the responsibility of the selected firm(s) to meet all specifications and guidelines set forth herein. No submittal will be considered that does not provide a serious and reasonable response to the solicitation. Each submittal will be evaluated in its entirety. Submittals will be evaluated on a combination of factors. In descending order of importance, the evaluation factors are: (1) technical capability and (2) business stability.

B. Oral Interview:

FCS may require qualified Offerors to participate in a detailed oral interview to fully discuss their submittal and to answer questions posed by FCS Representatives. A final selection may be based upon the evaluation of both the written and oral responses of each Offeror.

C. Submission of Submittal:

Submittals shall be submitted in two sections: (1) technical capability; and (2) business stability. Six (6) copies of the submittal shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of services the Offeror may choose to submit; however, the concept shall be placed within the framework of the two sections.

D. Basis for Selection

Submittals will be evaluated on a combination of factors. In descending order of importance, the evaluation factors are technical capability and business stability.

REQUEST FOR QUALIFICATION

E. Preparing the Submittal

Begin each section and subsection on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped “proprietary.” It is not acceptable to label the entire submittal as confidential and proprietary.

Submittals shall contain the following minimum information and be organized in the format indicated:

1. Cover Sheet

Titled: Fulton County Board of Education
Request for Qualification Number 427-10
Security Surveillance Camera Design Services
Submitted by: Name of company

2. General Information Page

- a. Name of firm:
- b. Names of Principals of the firm:
- c. Type of Organization (Individual, Partnership, Corporation, Joint Venture, etc.):
- d. Names and titles of individuals authorized to bind this firm in contracted agreements.

3. Detail Information Sheet(s)

- a. Name of firm:
- b. Office Address:
- c. Mailing Address:
- d. Telephone Number:
Fax Number:
E-mail Address and/or web site:

REQUEST FOR QUALIFICATION

- e. Number of staff employed full time:
 - 1. Project Engineers
 - 3. Contract Administrators
 - 5. CAD Designer
 - 6. Clerical
 - 7. Other (identify)
- f. Number of registered professionals.
- g. List the consulting firms which are expected to be use on school projects.
- h. List any projects performed for Fulton County Schools and/or other similar school systems in size or on other similar projects. Provide the following information for each project listed:
 - 1. Type of Project (New, Addition, Renovation);
 - 2. Construction Cost (Total cost and cost/sf);
 - 3. Length of Construction (Months);
 - 4. Specific employees of firm who participated and in what capacity;
- i. Attach a copy of your current standard Form 254.

F. Executive Summary

An executive summary of not more than two (2) pages stating the firm's interest and proposed commitment to the FCS building program shall precede the specific required sections.

G. Sections

Section I - Technical Capabilities

1. Methodologies:

In this section, the Offeror shall describe in detail the methodology and procedures that are to be used to accomplish the requirements of this RFQ. This should include all planning, project coordination, field procedure, costing and valuation techniques. Provide an outline of the organization that will be employed. The organization outline should clearly describe the numbers and professional category of personnel to be employed, the chain of command of the organization (including the names of key personnel), and any other details that will aid in understanding how an assigned project, whether large or small, is

REQUEST FOR QUALIFICATION

proposed to be accomplished. The capability of the Offeror to deliver the services in an efficient and timely manner shall be clearly described in this section.

This section shall also include the specifics as to the equipment that will be used and any other information that will assist in the understanding of what the Offeror proposes to do and provide. Describe the office automation programs/equipment and communications tools utilized by your firm in support of design, contract document preparation and contract administration.

2. Capabilities:

- a. Details of Offeror's current and past experience in providing Design Services so as to demonstrate appropriate expertise in these areas.
- b. Resumes outlining the qualification of each key staff member who will be assigned to FCS projects. The resumes shall include the individual's educational background, professional category (including certifications, licenses, etc.) and relevant work experience, including similar major project participation.
- c. Description of Offeror's ability to administer the program operation locally and to assign the necessary support staff.
- d. Show ability to guarantee cost effectiveness as evidenced by the results of successful projects with comparable school districts or similar multiple facility programs and operations.
- e. Demonstrate ability to provide Design Services to a school system of FCS' size.
- f. Describe any auxiliary or related services normally provided by the Offeror using in-house resources which may augment the proposed services and prove advantageous to Fulton County Schools. The Offeror must provide sufficient detail and evidence to show proficiency and experience in the provision of these services, as well as a detailed indication of how these services are to be provided or performed.
- g. Describe other resources or services the Design firm can make available to Fulton County Schools. Such services must be currently provided by the Offeror to other clients and resources must belong to the Offeror. Other resources may include work management systems, inventory control and energy management.
- h. Describe your firm's experience in providing cost effective, low

REQUEST FOR QUALIFICATION

maintenance, energy efficient, durable and flexible design solutions for school facilities or comparable programs.

- i. Describe your firm's experience in securing local and state permits for school construction or similar programs. Include details regarding the securing of building permits, drawing approvals, and any other permits related to school construction or similar projects in Fulton County.
- j. Demonstrate your Firm's ability and success at performing in as a lead designer. For example, FCS intends to engage qualified electrical and mechanical design firms for specific equipment work in these areas. However, supporting disciplines may be required under the lead to complete the primary work. FCS expects the lead designer to direct sub disciplines needed if applicable.
- k. Describe in detail why FCS should enter into an Agreement with your firm. What strengths would cause an Owner to select your firm over others?

Section II - Business Stability

1. **History and Organizational Structure of the Firm** - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company's primary contact with FCS for negotiations and the name of the project manager. A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when.
2. **Financial Status** - Describe the financial status of the firm; include the financial statements (income statements and balance sheets) for the past two accounting years.
3. **References** - Identify school projects designed and completed for Georgia public or private schools within the last five (5) years, or similar multi facility programs. Provide the following information for each project listed:
 - a. Name of School System/ Other Program:
 - b. Name/Title of Contact Person:
 - c. Mailing Address:
 - d. Telephone Number:

REQUEST FOR QUALIFICATION

- e. Type of Project (New, Addition, Modification, Renovation):
 - f. Construction Cost:
 - g. Length of Construction (Months):
 - h. Specific employees of firm who participated and in what capacity:
- 4. Sub-consultants** - Indicate the names and addresses and degree of utilization of any and all sub consultants, if applicable, which would be used in the performance of a FCS – Security Surveillance Camera Installation project.
- 5. Previous Default** - Indicate if you have ever been defaulted on an Agreement or been denied participation due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please explain.

REQUEST FOR QUALIFICATION

All questions and/or correspondence during the proposal process shall be directed in writing to the Capital Program Contracts Manager.

During the period of solicitation, submittal and evaluation, no Offeror shall contact any member or employee of FCS concerning the solicitation. Such action could result in the Offeror being removed from further consideration in this solicitation.

REQUEST FOR SEALED SUBMITTAL

DATE: _____

TIME: _____

QUALIFICATION NO.: _____

NAME OF COMPANY: _____

The Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

Gentlemen:

Having carefully examined the submittal Conditions and Specifications entitled "Security Surveillance Camera Design Services" for the performance of subject work all dated, and the Addendum (a) _____, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

The Submitter's Checklist has been complied with, is completed, and is enclosed with this bid.

REQUEST FOR SEALED SUBMITTAL

Respectfully Submitted,

Name of Company

Address of Company

E-Mail Address

Business Telephone Number

Fax Number

Printed Name and Title

Signature

Date

The full names and addresses of persons and firms interested in the foregoing submittals as principals are as follows:

The legal name of the proposer is:

OFFEROR'S CHECKLIST

PROJECT: _____

RFQ NO.: _____

- We have acknowledged receipt of addendum (a) received.
- Six (6) copies of all information requested have been provided.
- The submittal has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this submittal that would have the submittal declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.

Company Name

CHECKLIST

TYPE OR PRINT NAME OF PERSON COMPLETING

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

(COMPANY FEDERAL ID NUMBER)

(COMPANY E-MAIL ADDRESS)

**READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE
SUBMITTAL**

RETURN WITH SUBMITTAL

It is the policy of the Fulton County School System not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program or any other program, activity or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity or service, contact Compliance Coordinator Randy Reece, 786 Cleveland Avenue, SW, Atlanta, Georgia 30315, or phone (404) 763-4585. TTY 1-800-255-0135.

APPENDIX I
COMPENSATION
FOR
SURVIELLANCE CAMERA DESIGN SERVICES

**FULTON COUNTY SCHOOL SYSTEM
 COMPENSATION SCHEDULE
 FOR
 ARCHITECTURAL/ENGINEERING SERVICES**

Fees shall be based on the size and category of project as indicated in the standard fee schedule indicated below:

SECTION A: NEW CONSTRUCTION

<u>GMP Range</u>	<u>Fee Formula</u>
\$0 - to - \$100,000	Fee equals \$1,500 plus 7.5% times the GMP
\$100,001 - to - \$500,000	Fee equals \$10,000 plus 7.5% times that portion of the GMP above \$100,000
\$500,001 - to - \$750,000	Fee equals \$40,000 plus 7.25% times that portion of the GMP above \$500,000
\$750,001 - to - \$1,000,000	Fee equals \$58,000 plus 7.00% times that portion of the GMP above \$750,000
\$1,000,001 - to - \$1,250,000	Fee equals \$75,000 plus 6.75% times that portion of the GMP above \$1,000,000
\$1,250,001 - to - \$1,500,000	Fee equals \$90,000 plus 6.50% times that portion of the GMP above \$1,250,000
\$1,500,001 - to - \$2,000,000	Fee equals \$105,000 plus 6.25% times that portion of the GMP above \$1,500,000
\$2,000,001 - to - \$3,000,000	Fee equals \$135,000 plus 6.00% times that portion of the GMP above \$2,000,000
\$3,000,001 - to - \$4,000,000	Fee equals \$190,000 plus 5.75% times that portion of the GMP above \$3,000,000
\$4,000,001 - to - \$5,000,000	Fee equals \$242,000 plus 5.50% times that portion of the GMP above \$4,000,000
\$5,000,001 - to - \$6,000,000	Fee equals \$292,000 plus 5.25% times that portion of the GMP above \$5,000,000
\$6,000,001 - to - \$7,000,000	Fee equals \$340,000 plus 5.00% times that portion of the GMP above \$6,000,000
\$7,000,001 - and - over	Fee equals \$390,000 plus 4.75% times that portion of the GMP above \$7,000,000

**FOR
COMPENSATION SCHEDULE
SURVIELLANCE CAMERA DESIGN SERVICES**
Compensation Schedule for Hourly Rate Staff Services

Fees shall be based on hourly rates for various staff positions per the fee schedule indicated below:

<u>Position</u>	<u>Hourly Rate</u>
Project Designer	\$ 100.00
Contract Administrator	\$ 95.00
CAD Designer	\$ 75.00
Clerical	\$ 55.00

Hourly rates are subject to the following conditions:

1. Rates are based on staff members being based in their home office, not housed in FCS facilities.
2. Rates do not include mileage, which will be compensated at the rate of \$0.50 per mile.
3. Rates do not include reimbursable expenses which will be compensated at cost only when directed by contract or Owner.
4. Rates will be adjusted for inflation at the rate of 4% per year beginning one (1) year after the effective date of this schedule.
5. Note: For projects of unique size or requirements, the Owner reserves the right to negotiate an appropriate fee structure

Effective Date of This Schedule: April 2010.

APPENDIX II
FULTON COUNTY SCHOOLS
PROFESSIONAL SERVICES AGREEMENT
FOR
SURVIELLANCE CAMERA DESIGN SERVICES
TASK ORDERS

**Professional Services Agreement
For Security Surveillance Camera Design Services
Task Orders**

THIS AGREEMENT is entered into between _____ hereinafter referred to as the “DESIGNER”, and the FULTON COUNTY BOARD OF EDUCATION, hereinafter referred to as the “Board” or the “OWNER.” This Agreement (the “Agreement”) shall be governed by the laws of the State of Georgia.

WHEREAS the BOARD is authorized to contract with an independent Contractor specially trained to perform the professional services required; and

WHEREAS the DESIGNER is specially trained and experienced and competent to perform the professional services pursuant to this Agreement, the parties hereto agree as follows:

1. The Scope of Services to be performed and/or tasks to be accomplished are stated in Exhibit A, attached to and made a part of this Agreement.
2. The cost components that constitute the Fee and Payment Schedule are stated in Exhibit B, attached to and made a part of this Agreement. DESIGNER’s fee shall be based on a percentage of the OWNER’s Stated Cost Limitation and shall be payable during the course of the Project as indicated in Exhibit B. No adjustment in DESIGNER’s fee shall be made based on the Construction Contract Award Amount.
3. Agreement Value is the total compensation payable to DESIGNER for performance of Basic Services (including, without limitation, all services, costs and expenses of its Sub-consultants) in accordance with this Agreement, shall be a lump sum Basic Services Fee as set forth in the “Fulton County School System Compensation Schedule for Architectural Services.” Compensation for Additional Services and reimbursable expenses is stated in Exhibit B.
4. The Terms and Conditions governing this Agreement are stated in Exhibit C, attached to and made a part of this Agreement.
5. The Insurance Requirements as set forth in Exhibit D, attached to and made a part of this Agreement.
6. The term of this Agreement shall begin upon the date stated in a Notice to Proceed from the OWNER to the DESIGNER and shall expire upon the DESIGNER’s satisfactory completion of all services hereunder. During the period of performance, the DESIGNER shall provide the types of insurance coverage in the amounts stipulated in Exhibit D, attached to and made a part of this Agreement.
7. The OWNER has retained the services of a PROGRAM MANAGER as stated in Exhibit E, attached to and made a part of this Agreement. The PROGRAM MANAGER is the OWNER’s Agent for managing the Construction Contract and the DESIGNER Agreement.

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Agreement No. XXXXX
Name of Service Provider

**Professional Services Agreement
For Security Surveillance Camera Design Services
Task Orders**

This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or Agreement, and may be amended only by written amendment executed by both parties to this Agreement.

WITNESS the parties hereto:

The DESIGNER represents it has the background, knowledge, licensing, experience and expertise necessary to provide the professional services set forth in this Agreement.

DESIGNER

Name of Design Firm

By: _____ Title _____
(Print Name) (Print Title)

I understand that this Agreement is not valid and no payment is authorized for services if the above representations are incorrect. I understand that this Agreement is not valid and no payment is authorized for services until this document has been signed by the authorized signatory of the OWNER and ratified by the Board of Education.

Signed _____ Date _____

Georgia License Number # _____ Federal Tax I.D. # _____

Firm:

Address:

Telephone:

Fax:

FULTON COUNTY BOARD OF EDUCATION

By _____ Date _____
Linda P. Bryant, President

Date _____
Dr. Cindy Loe, Secretary

Exhibit A
SCOPE OF SERVICES
Professional Services Agreement
For Security Surveillance Camera Design Services
Task Orders

Project Name:

School Name:

Project Description:

Project Number:

OWNER's Stated Cost Limitation for the Project is \$XXX,XXX.XX

I. PROJECT DESCRIPTION:

From time to time, the OWNER requires Security Surveillance Camera Design Services for its small projects. The types of small project can vary widely, involve renovation Work and/or equipment replacement and typically do not require permitting.

II. PROCUREMENT OF SERVICES:

The OWNER has determined that task order procurement is the best method to obtain Security Surveillance Camera Design Services for small projects. A Task Order Letter describing the scope of services to be provided is issued to the DESIGNER. The OWNER establishes a Stated Cost Limitation and provides a design schedule. The DESIGNER signs the Task Order Letter, signifying acceptance of the Task, and returns the Task Order Letter to the OWNER.

III. DESIGN PHASES:

Preliminary Design Phase: Upon receipt of the executed Task Order Letter from the DESIGNER, the OWNER shall issue an Authorization to Proceed. The duties of the DESIGNER, and any assigned Sub-consultants, during the Preliminary Design Phase shall include, but are not necessarily be limited to:

1. Attending all scheduled meetings with OWNER's representatives.
2. Thoroughly documenting existing field conditions, verifying any "as-built" drawing information available from the OWNER and taking field measurements as required to accurately prepare Preliminary Drawings and Specifications.
3. Working through the OWNER REPRESENTATIVE, meet with Facilities Services Personnel to include any mandated equipment and/or installation requirements.

4. Insure full compliance with FCS Educational Specifications, local building codes and regulatory requirements that are applicable to the Project.

The DESIGNER shall prepare Preliminary Drawings and Specifications and meet with the OWNER for review and comments. The DESIGNER shall incorporate the OWNER's comments into the Preliminary Design Documents and resubmit for approval, unless otherwise authorized to proceed by the OWNER.

Construction Document Phase: Upon Authorization to Proceed by the OWNER, the DESIGNER shall prepare Construction Documents and meet with the OWNER for review and comments. The DESIGNER shall incorporate the OWNER's comments into the Construction Documents and resubmit for approval, unless otherwise approved by the OWNER.

IV. BIDDING PHASE:

Upon OWNER's approval of the Construction Documents, DESIGNER shall assist the OWNER to prepare and assemble the General Conditions, Supplementary Conditions, Notice to Contractor and Bid Proposal Forms (furnished by the OWNER) into the Specifications. The DESIGNER shall prepare the Technical Specifications and recommend any Alternates and unit pricing as may be required.

During the Bidding Phase, the DESIGNER shall prepare addenda and clarification documents, interpret Construction Documents, attend a pre-bid meeting, provide an evaluation of equals and assist the OWNER, as requested, in architectural determinations and procedures required during the Bidding Phase.

If the lowest responsive and responsible bid for construction of the project exceeds the Stated Cost Limitation by more than ten percent (10%), the OWNER may, at its discretion, (1) authorize re-bidding the project within a reasonable time, or (2) direct the DESIGNER to revise the contract documents without additional charge as necessary to bring the revised Estimated Project Construction Cost/Construction Document Phase within the Stated Cost Limitation.

V. CONSTRUCTION PHASE:

The Construction Phase shall commence with the award of the Construction Contract and shall terminate when the OWNER accepts the Project and the DESIGNER files a Notice of Completion.

The DESIGNER shall perform within professional standards to secure compliance by the CONTRACTOR with the Contract requirements, but is not responsible for the acts or omissions of the CONTRACTOR. The DESIGNER (and their consultants as necessary) shall visit the Project to ascertain that the Work is being executed in conformance with the Construction Drawings and Specifications and attend and prepare minutes for all regularly scheduled Project meetings. The DESIGNER shall be the interpreter of the requirements of the Construction Documents and the impartial judge of the

performance by the CONTRACTOR.

The DESIGNER, as well as the OWNER, shall have authority to reject work which does not conform to the Construction Documents. The DESIGNER shall promptly inform the OWNER whenever, in opinion of the DESIGNER, it may be necessary to stop the Work to avoid the improper performance of the Contract.

During the Construction Phase the DESIGNER shall:

1. Report deficiencies in the Work to the OWNER in writing.
2. Evaluate schedules, shop drawings, materials, equipment, and laboratory reports for compliance with design.
3. Review CONTRACTOR Applications for Payment and Change Orders and approve by signature to verify compliance with the construction Contract.
4. Use Expedition software provided by the OWNER to manage construction project documentation. The OWNER shall provide Expedition training if needed. DESIGNER's participation in Expedition training shall not be billable to the OWNER.

The DESIGNER shall make final examinations of the Project and report findings to the OWNER by compiling a punch list, and approve by signature the final certificate for payment to the CONTRACTOR. The DESIGNER shall review for completeness written guarantees, instruction books, operational manuals, balance reports, diagrams, charts and any other deliverables required from the CONTRACTOR.

VI. POST CONSTRUCTION PHASE:

Subsequent to acceptance of the Work, and prior to the expiration of the guarantee period of the Project, the DESIGNER, upon request by the OWNER, shall conduct a thorough inspection of the Work and advise the OWNER of observed deficiencies in construction.

VII. DESIGNER'S ADDITIONAL SERVICES:

Additional Services require pre-authorization in writing by the OWNER. When Additional Services are authorized they shall be provided by the DESIGNER and shall be paid for by the OWNER as provided in Exhibit B, Article II. There shall be no Additional Services for changes initiated by the DESIGNER, required by code, or due to errors and omissions on the part of the DESIGNER.

The following are considered Additional Services.

1. Upon written request from the OWNER, preparing deductive or additive change orders and supporting data, drawings, specifications and other information, which were not a part of the original Scope of Work or for reduction of the cost of the Project.

2. Providing consultation concerning replacement of Work damaged by fire or other causes not the fault of the DESIGNER during construction.
3. Providing professional services made necessary through no fault of the DESIGNER, but by the fault of the CONTRACTOR in the performance of the construction Contract, including failure to complete the project on time when liquidated damages have been invoked.
4. Providing professional services made necessary by an OWNER change in Project Program requiring significant effort by DESIGNER.

VIII. OWNER'S RESPONSIBILITIES:

The following services, information, surveys and reports shall be provided to the DESIGNER as required, at the OWNER's expense:

1. Program Requirements: A description of the Project including information regarding the program and the requirements for the Project as determined by the OWNER.
2. Project Information: Land Surveys, Soil and Foundation Data, Testing Inspection Reports, Official Forms, General Conditions and "As-Builts" Drawings.
3. Owner Representative (OR): A representative of the OWNER shall be designated to act on behalf of the OWNER with respect to the Project.
4. Electronic Project Control System: The OWNER shall provide an Expedition and Primavera (P3ec) Software based project control system.

Nothing in this Agreement or act or failure to act on the part of the OWNER shall be construed as a waiver of claim by the OWNER for defects or deficiencies in the documents prepared by or services required of the DESIGNER.

Exhibit B
FEE AND PAYMENT SCHEDULE
Professional Services Agreement
For Security Surveillance Camera Design Services
Task Orders

I. PROFESSIONAL FEE AND PAYMENT SCHEDULE

- A. The Basic Services Fee shall be based on the Fulton County School System Compensation Schedule for Architectural Services, Section B, Additions and Renovations and shall be payable during the course of the Project as follows:
1. Preliminary Plans and Specifications: Upon DESIGNER's completion, and approval of OWNER, a payment equal to twenty five percent (25%) of the fee shall be made to the DESIGNER.
 2. Construction Document Phase: Upon completion of the final bid documents and approval by the OWNER, a payment to increase the fee paid equal to sixty five percent (65%) of the fee shall be made to the DESIGNER.
 3. Bid and Award: Upon award of Contract for construction of the Project or portions thereof, a payment to increase the fee paid equal to seventy five percent (75%) of the fee shall be made to the DESIGNER.
 4. Construction Phase: Upon certification of CONTRACTOR's Payment Application for completion of Work, a payment equal to the percentage of completion of CONTRACTOR's Work times twenty-five percent (25%) of the fee shall be made to the DESIGNER.
- B. For the DESIGNER's Additional Services, as described in Exhibit A, Article VII, the fee to be paid shall be determined in one of the following manners and identified as a part of the Additional Services Authorization.
1. The OWNER may elect to negotiate a lump sum fee for Additional Services; or
 2. Compensate the DESIGNER for Work performed by principals and employees according to not to exceed hourly rates by position as set forth in Exhibit B, Article II, Hourly Rates.
- C. In addition to the fees for Basic and Additional Services the OWNER will reimburse the DESIGNER for reproduction and delivery of Shop Drawings during construction and all fees and permits required for agency approvals. Invoices for reimbursable expenses shall be documented by appropriate billing and supporting receipts. Compensation for reimbursable expenses shall be limited to the actual expense, without a markup. Expenses that are included in the lump sum Basic Services Fee and not reimbursable under the terms of this Agreement, include but

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are not necessarily limited to all costs for travel and mileage, reprographic expenses during design, postage and communications expenses, reprographics for check sets during design and reprographics for up to six (6) sets of bidding documents and supplemental drawings during construction.

- D. Payment under this Agreement shall be made in arrears of the completion of work, upon the submittal of an accurate invoice, not exceeding the amounts specified in paragraph A.
- E. The value of Reimbursable Expenses shall be determined by the Fulton County School System Expense Reimbursements Procedure which shall be provided to the DESIGNER upon request.
- F. Records of DESIGNER's direct personnel, consultants, additional and reimbursable expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the OWNER or authorized representative at mutually convenient times.

II. HOURLY RATES

In the event the OWNER elects to compensate the DESIGNER on an hourly rate basis, the DESIGNER shall provide an estimate of its anticipated hours times position hourly rates to establish a total not to exceed price. Hourly rates shall be in accordance with the Fulton County Schools "Compensation Schedule for Security Surveillance Camera Design Services, Appendix I."

Exhibit C
TERMS AND CONDITIONS
Professional Services Agreement
For Security Surveillance Camera Design Services
Task Orders

1. **DESIGNER Performance Standard.** All services performed in connection with this Agreement shall be performed in a manner consistent with the standard of care applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.
2. **Authority of DESIGNER.** DESIGNER authority to act on behalf of OWNER is limited to its scope of authority set forth in this Agreement and the General Conditions. Notwithstanding anything else stated in this Agreement or any of the Contract Documents, DESIGNER does not have the express or implied authority to obligate OWNER to any expenditure of money or extension of contractual time periods, including, without limitation, any adjustment to the price or time of performance of any contract between OWNER and the CONTRACTOR, Separate CONTRACTOR, OWNER Consultants or any other third persons or parties.
3. **Ownership of Documents**
 - a. **Property of OWNER.** The DESIGNER warrants that it is the author of the Design Documents prepared by it for the project and that it holds the copyright therein, subject to the last sentence of this Section. All Design Documents prepared by the DESIGNER and its Sub-consultants, and the designs depicted in them, shall become upon their creation the property of the OWNER whether the Project is constructed or not. Without limitation to the foregoing, OWNER shall hold, and DESIGNER shall be deemed to have irrevocably assigned to OWNER in perpetuity with no reserved or retained rights to DESIGNER or to any other persons or entities, all copyrights to the Design Documents and to the designs depicted in them.
 - b. **Use by DESIGNER.** The OWNER hereby grants to DESIGNER and its Sub-consultants a license, revocable at will of OWNER, to use and copy the Design Documents and the designs depicted in them during the term of this Agreement, for the sole purpose of performing the services required under this Agreement. With the exception of (i) standard and generic details in the Design Documents, and (ii) other designs or details that do not involve a replication of the overall building design or aesthetic appearance, the Design Documents shall not be used or replicated as a whole, or in substantial part, by the DESIGNER on other projects.
 - c. **Use by OWNER.** The OWNER may use the Design Documents, and the designs depicted in them, without the DESIGNER's consent, in connection with the Project, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project. Any such use of the Design Documents without the DESIGNER's participation shall be at OWNER sole risk, and the DESIGNER shall not be responsible for losses arising from OWNER modification of the Documents without DESIGNER participation.

- d. Termination.** In the event of termination of this Agreement by either party for any reason, the OWNER reserves the right to receive, and the DESIGNER shall promptly provide to the OWNER, all Drawings, Specifications, models, and other Design Documents prepared to the date of termination by the DESIGNER and its Sub-consultants for the Project. DESIGNER shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference. Any dispute regarding the amount of any payment to be made by OWNER under this Agreement shall not diminish, restrict or limit the right of the OWNER to own, receive and use the Design Documents, and the designs depicted in them, as provided in this section. The OWNER may withhold any payments due DESIGNER upon termination until all Design Documents prepared through the date of termination are furnished to OWNER pursuant to the terms of this paragraph.
- 4. Applicable Laws, Orders of Governmental Authorities.** DESIGNER shall, at all times in its performance of its obligations under this Agreement, comply with all applicable laws and lawful orders of Governmental Authorities. All Design Documents prepared by DESIGNER and its Sub-consultants shall be in compliance with applicable laws and lawful orders of Governmental Authorities in effect on the date such Design Documents were created. DESIGNER shall exercise professional care to keep informed and advise OWNER of possible changes in applicable laws and lawful orders of Governmental Authorities that could affect the Project and shall promptly inform OWNER of such changes in advance of their becoming effective.
- 5. Approval by OWNER.** Neither the review or approval of, nor any request for corrections to, the Design Documents by OWNER, Governmental Authorities or any other Project team member shall be construed as relieving DESIGNER of its responsibility for the suitability, completeness and coordination of the Design Documents prepared by DESIGNER or its Sub-consultants. Any errors, omissions, or ambiguities in the Design Documents shall be resolved by the DESIGNER at no cost to the OWNER.
- 6. Time of Essence.** All time limits set forth in this Agreement pertaining to DESIGNER performance of any obligation or act relating to or for the benefit of the Project are of the essence to this Agreement and shall not be exceeded by the DESIGNER.
- 7. Notice of Additional Services/Increase in Stated Cost Limitation.**
- a. DESIGNER shall notify OWNER in writing within five (5) days after the discovery date of any circumstance (including, without limitation, any direction or OWNER representative's request) that DESIGNER believes may give rise to Additional Services. DESIGNER waives the right to compensation for additional services performed without prior written approval by OWNER that expressly acknowledges that such service is an additional service.
 - b. DESIGNER shall notify OWNER in writing within five (5) days after the discovery date of any circumstance (including, without limitation, any direction or request by an OWNER representative) that DESIGNER believes may cause an

increase in the Stated Cost Limitation or Estimated Construction Budget.

8. **Additional Services.** DESIGNER shall provide additional services germane to the Professional Services Agreement when authorized by OWNER in writing. Compensation, as agreed to and set forth in such authorization, will be based on a negotiated fixed fee or according to the Fulton County Schools “Compensation Schedule for DESIGNER Staff Additional Services.”
9. **OWNER Approvals.** Approval by OWNER of Design Documents prepared by DESIGNER or its Sub-consultants (i) shall not relieve DESIGNER or its Sub-consultants of their sole responsibility for the completeness, coordination or suitability of the Design Documents, and (ii) shall not constitute acceptance or approval of any revision to the Project Program unless DESIGNER informs OWNER in writing at the time of seeking such approval that it is requesting approval of a revision to the Program and OWNER thereafter issues approval of such change in the Program in writing. Any and all OWNER approvals or decisions that involve changes to the Program, DESIGNER compensation (including, without limitation, compensation for Additional Services or any reimbursable expenses), or time for performance by DESIGNER (including, without limitation, changes in the Project Schedule) must be approved by OR in writing.

10. Surveys, Services and Reports

- a. **General.** OWNER shall furnish such structural, mechanical, electrical, chemical, soils and other tests, inspections and reports as required by Applicable Laws or by the Contract Documents and which are not required to be furnished by DESIGNER under this Agreement or by CONTRACTOR under the Contract Documents.
- b. **Surveys, Legal Restrictions.** If required for the performance of DESIGNER services, OWNER shall furnish the DESIGNER with a DESIGN survey and topography of the Site, giving (as applicable) grades and lines of existing improvements (such as structures, streets, alleys, pavement); rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site; and information in OWNER possession concerning available service and utility lines, both public and private.
- c. **Geotechnical.** OWNER shall furnish geotechnical data and reports, or employ Specialty Consultants to provide such data or reports, when reasonably deemed necessary by the DESIGNER, including test logs, soil classifications, soil bearing values and other data and information necessary to define subsoil conditions.
- d. **No Warranty by OWNER.** Although DESIGNER shall be entitled to rely upon the accuracy and sufficiency of surveys, data, reports or other information furnished by OWNER in performing its obligations under this Agreement, OWNER shall have no liability to DESIGNER, other than as permitted by this Agreement for authorized Additional Services, in the event that such surveys, data, reports or other information are found to be inaccurate, incomplete or insufficient.

- e. **Notice of Defects.** OWNER and DESIGNER shall each provide prompt written notice to the other party if either becomes aware of any defect or deficiency in the Project or nonconformance with the Contract Documents.
- f. **Governmental Authorities.** OWNER shall pay all fees required by any local, state or federal agency for filing and checking any of the Design Documents of DESIGNER or its Sub-consultants and for building and related permits required by Governmental Authorities.

11. Accompanying Documentation. Each Invoice for payment for Services, including Additional Services, performed and compensated on an hourly (as opposed to a lump sum) basis shall include detailed time summaries that are broken down by time keeper, task and time expended (block billings are not permitted) and copies of time sheets; and invoices, receipts and other documentation reasonably requested verifying the amounts of additional services reimbursable expenses for which reimbursement is sought in the invoice for payment.

12. Time for Payments. Payments of undisputed sums due shall be made by OWNER within thirty (30) days after receipt by OWNER of an Invoice for Payment that has been properly and timely prepared and submitted in accordance with this Agreement and accepted by the OR. No payment to the DESIGNER shall be deemed an acceptance of Work not completed in accordance with this Agreement. Final payment of sums due to DESIGNER pursuant to an Invoice for Payment prepared and submitted by DESIGNER in accordance with the requirements of this Agreement shall be made by OWNER to DESIGNER no later than forty-five (45) days after Final Completion of the Project. Making of such final payment by OWNER shall not release or limit DESIGNER's obligation to perform those Basic Services or Additional Services that are required by this Agreement to be performed after Final Completion of the Project.

13. Payment Disputes and Withholding by OWNER. OWNER shall have the right, after written notice to DESIGNER, to withhold from payment to DESIGNER any amounts in dispute, including without limitation any losses incurred by OWNER due to Design Defects in the Design Documents prepared by DESIGNER or its Sub-consultants or a failure by DESIGNER to perform any obligation under this Agreement. Such withholding shall not constitute a final determination or waiver of any rights or liabilities of OWNER or DESIGNER with respect to responsibility for such loss, which rights and liabilities shall remain subject to determination in accordance with this Agreement. DESIGNER shall continue performance of its services pending final determination of disputes relating to such withholding. DESIGNER shall not be entitled to any interest on any funds withheld under this paragraph.

14. Inspection by OWNER

- a. **Records.** DESIGNER and its Sub-consultants shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information necessary to verify the scope or charges for any services provided under this Agreement. DESIGNER and its Sub-consultants shall maintain such records in

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sufficient detail to permit the OWNER, OWNER independent auditors, or a designee of any of them, to thoroughly evaluate and verify the nature, scope, value and charges for services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from other documents and records unrelated to the Project for a period of four (4) years after the later of termination of this Agreement or Final Completion of the Project.

- b. Audit.** The OWNER, OWNER independent auditors, or a designee of any of them, shall have the right to examine and to audit books, records, documents, and other evidence sufficient to reflect properly all costs and expenses claimed to have been incurred in DESIGNER and its Sub-consultants' performance of this Agreement, including, without limitation, verification of the amounts and tasks performed for all time expended that is charged to OWNER on an hourly basis. Such right to audit shall include inspection at all reasonable times at the DESIGNER's offices or facilities. In addition, DESIGNER shall, at no cost or expense to the OWNER, furnish facilities and cooperate fully with the audit. Upon request, DESIGNER shall provide reproducible copies of books, records and other documents in the possession of DESIGNER and its Sub-consultants that are applicable to this Agreement for reproduction by the OWNER or its designee.
- c. Reimbursement.** To the extent that an audit by the OWNER, OWNER's independent auditors or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Project by the DESIGNER, DESIGNER agrees to remit the amount of the overpayment to the OWNER within five (5) days after demand.

15. Termination by OWNER

- a. For Cause.** If OWNER determines DESIGNER has failed to perform in according to the Agreement, OWNER may terminate all or part of the Agreement for cause upon seven (7) days written notice.
- b. For Convenience.** OWNER may terminate or suspend performance of all or part of this Agreement for convenience and without cause anytime upon ten (10) days written notice to DESIGNER, in which case OWNER will, within forty-five (45) days after receipt and OR acceptance of invoice prepared in accordance with Agreement, pay DESIGNER an amount calculated in accordance with this Agreement for all Basic Services and authorized Additional Services performed, and all authorized reimbursable expenses incurred, up to and including the effective date of termination.
- c. Termination Payments.** DESIGNER payments, if any, made pursuant to this Section 15 shall be DESIGNER's sole and exclusive compensation and OWNER shall have no liability to DESIGNER for any other compensation or damages, including without limitation, anticipated profit, prospective losses or consequential damages, of any kind.

d. Deletion of Services. In the event of termination by OWNER, for cause or convenience, of a portion of the Project or a portion of the Basic Services, then the DESIGNER's fixed compensation for Basic Services for the portions of the Project or Basic Services not so terminated shall be equitably adjusted to reflect the resulting reduction in DESIGNER's Scope of Basic Services.

16. Payment Contingent on DESIGNER Furnishing All Design Documents. Any provision to the contrary in this Agreement notwithstanding, no payment shall be due the DESIGNER following termination of this Agreement until the DESIGNER provides the OWNER with all Design Documents in its possession or control.

17. Indemnification

a. Indemnification by DESIGNER. To the fullest extent permitted by law, DESIGNER shall indemnify, defend and hold harmless OWNER and its Board of Education, and each of them, and each of their respective officers, agents, employees, representatives, volunteers and insurers (collectively, the "Indemnitee(s)"), utilizing legal counsel reasonably acceptable to OWNER, from and against any and all claims, damages, losses and expenses (including, without limitation, all fees and expenses of DESIGNERS, DESIGNER, attorneys, and experts and all court, arbitration or other dispute resolution costs), which arise out of or result from any of the following:

- (1) Any negligent or actual act or omission of DESIGNER or its Sub-consultants or any person or entity for whose acts or omissions any of them may be liable;
- (2) The material inaccuracy of any representation by DESIGNER given in connection with or contained in this Agreement;
- (3) Any claim of loss by any third person or entity against any Indemnitee arising out of an alleged or actual act or omission of DESIGNER, its Sub-consultants, or any person or entity for whose acts or omissions any of them may be liable; or
- (4) Infringement upon any United States patent, trademark or copyright arising out of the actual or alleged acts or omissions of the DESIGNER or any of the DESIGNER's Sub-consultants, in connection with performance of this Agreement; provided however, that nothing herein shall be interpreted as obligating DESIGNER to indemnify any Indemnitee against its sole negligence.

18. Dispute Resolution. The parties shall utilize each of the following steps in the Dispute Resolution Process in the sequence in which they appear below. Each party shall participate fully and in good faith in each step in the Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Dispute Resolution Process.

a. Direct Negotiations. Designated representatives of OWNER and DESIGNER

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shall meet as soon as possible (but not later than ten (10) days after receipt of the plaintiff's statement of dispute, containing a detailed explanation of the claim) in a good faith effort to negotiate a resolution to the claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the claim or defenses being asserted by such party and with full authority to resolve such claim then and there, subject only to OWNER's right and obligation to obtain Board of Education approval of any agreed settlement or resolution. If the claim involves the assertion of a right or claim by a third party (e.g., the CONTRACTOR) against DESIGNER that is in turn being asserted by DESIGNER against OWNER, then such third party shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged.

b. Litigation. If the direct negotiations between the DESIGNER and the OWNER do not resolve the dispute, then the party asserting the claim shall have the option to initiate a lawsuit in the Superior Court of Fulton County, Georgia, and the parties hereby consent to the exclusive jurisdiction of such court and waive any right to a jury trial on any unresolved claim.

19. Non Discrimination. It is the policy of the OWNER that in connection with all DESIGNER services rendered there be no discrimination against any prospective or active employee engaged in such DESIGNER services because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, sexual orientation, political belief or affiliation or to deny family care leave, therefore DESIGNER agrees to comply with applicable Federal and Georgia laws including, but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; The Americans with Disabilities Act of 1990; Age Discrimination Act of 1975 and Rehabilitation Act of 1973 (Section 504). In addition, DESIGNER agrees to require like compliance by all Sub-consultants employed by DESIGNER on the Project.

20. Addresses for Notices. All notices, demands or requests from the DESIGNER to the OWNER shall include the Project name and date of this Agreement and be addressed to the parties as follows:

To OWNER:

Fulton County Board of Education
Dr. Cindy Loe, Superintendent of Schools
c/o Fulton County Schools
786 Cleveland Avenue, SW
Atlanta, Georgia 30315

To DESIGNER:

[Name] _____
[Address] _____
[City, State, Zip Code] _____

- 21. **Waiver.** Provisions of this Agreement may be waived by OWNER only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character. OWNER approval, acceptance, use or payment for any part of DESIGNER services shall not in any way alter DESIGNER obligations or waive any OWNER rights, under this Agreement.
- 22. **No Third Party Rights.** Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third party beneficiary of any right or obligation created by this Agreement or by operation of law.
- 23. **Extent of Agreement; Amendment.** This Agreement represents the entire Agreement between OWNER and DESIGNER for furnishing of services to the Project and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and DESIGNER and approved as required by Georgia law and OWNER policy.
- 24. **Severability.** In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of all remaining provisions shall not be affected.
- 25. **Successors and Assigns.** This Agreement shall be binding upon OWNER and DESIGNER and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by DESIGNER without the prior written consent and approval of OWNER, which may be granted or withheld in OWNER's sole discretion. This Agreement and all of OWNER's rights in and to the Design Documents may be assigned by OWNER upon written notice to DESIGNER. OWNER shall have no liability or responsibility to DESIGNER for payment for any services performed after the date of such assignment and notice by OWNER.
- 26. **Confidentiality.** DESIGNER shall treat all information and data furnished to it by OWNER or any other Project Team member or otherwise obtained or prepared by DESIGNER concerning the Project as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with DESIGNER's performance of this Agreement, any governmental filings or applications or the Georgia Open Records Act. DESIGNER shall not engage in or permit any public references or statements to

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**Agreement No. XXXXX
Name of Service Provider**

the Project, OWNER or DESIGNER's services hereunder, including, without limitation, granting interviews to broadcast, print or other media, without the prior written consent of OWNER, which may be granted or withheld in the sole discretion of the OWNER. DESIGNER shall instruct all of its employees of the foregoing confidentiality obligation.

- 27. Independent CONTRACTOR.** DESIGNER is and shall at all times remain as to the OWNER a wholly independent CONTRACTOR. Neither the OWNER nor any of its agents shall have control over the conduct of DESIGNER or any of DESIGNER's officers, agents or employees, except as herein set forth. DESIGNER shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the OWNER.
- 28. Representations by DESIGNER.** DESIGNER represents (i) that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services and perform the obligations required by this Agreement; (ii) that it is authorized to do business in the State of Georgia; and (iii) the DESIGNER's principal in charge of the Project is duly licensed in accordance with Georgia and all other applicable laws to render the services to be provided by this Agreement.
- 29. Survival.** The provisions of this Agreement which by their nature survive completion of the Services or termination of this Agreement, including, without limitation, all warranties, indemnities and payment obligations, shall remain in full force and effect after completion or termination of this Agreement.
- 30. Cost Principles.** DESIGNER agrees to be bound by the Expense Reimbursements Procedure of the Fulton County School System, in effect on the date of this Agreement and as modified thereafter, for any reimbursable project-related expenditure.
- 31. Interpretation.** DESIGNER and OWNER acknowledge that the terms of this Agreement have been mutually negotiated and, accordingly, shall not be interpreted against either OWNER or DESIGNER on the basis that either party was solely responsible for or in control of the drafting of this Agreement.
- 32. Advertising.** DESIGNER may not use OWNER's name or refer to OWNER or the Project, directly or indirectly in promotional materials, advertisement, news release or release to professional or trade publication without obtaining the OWNER's prior written approval.
- 33. Electronic Documents.** In the event of any conflict between a document contained in an electronic file and the hard copy of such document maintained in the files of OWNER or DESIGNER, the hard copy shall control.
- 34. Governing Law.** This Agreement shall be governed by and interpreted in accordance with laws of the State of Georgia.
- 35. Key Personnel.** The OWNER shall have the right, in its absolute discretion, to require the removal of DESIGNER's personnel or Sub-consultants at any level assigned to or hired for the performance of the work hereunder if the OWNER considers such removal in its best

interests and directs such removal in writing to DESIGNER. Upon receipt of such direction by OWNER, DESIGNER shall remove the personnel or Sub-consultant immediately from the work.

- 36. Evaluation.** DESIGNER acknowledges that the presentation or services may be evaluated by the participants, the OR and any other OWNER offices or schools and understands that the results of the evaluation may be made available to the DESIGNER, other schools and offices within the OWNER, and other school OWNER and agencies upon request. DESIGNER agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the OWNER for evaluation purposes.
- 37. Conflict of Interest.** DESIGNER represents that DESIGNER has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by DESIGNER. DESIGNER shall not conduct or solicit any non-OWNER business while on OWNER property or time. DESIGNER will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the OWNER prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest. DESIGNER warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of OWNER any cash or non-cash gratuity or payment with view toward securing any business from OWNER or influencing such person with respect to the conditions, or performance of any Agreements with or orders from OWNER, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between OWNER and DESIGNER. Should a conflict of interest issue arise, DESIGNER agrees to fully cooperate in any inquiry and to provide the OWNER with all documents or other information reasonably necessary to enable the OWNER to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the OWNER may have.

Exhibit D
INSURANCE REQUIREMENTS
Professional Services Agreement
For Security Surveillance Camera Design Services
Task Orders

I. INSURANCE

- A. Basic Insurance Requirements.** Prior to commencing Work, DESIGNER and each of its Sub-consultants shall procure and maintain insurance at their own cost and expense against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services by DESIGNER, its

agents, representatives, employees or Sub-consultants.

1. Without in any way affecting the indemnity provided in or by the DESIGNER shall secure before commencement of the Work the types and amounts of insurance specified in this section.
2. Insurance is to be placed with insurers admitted to do business in the State of Georgia and approved by OWNER.
3. Each insurance coverage required by the Minimum Limits of Insurance shall be endorsed to state that coverage shall not be canceled or modified except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OWNER in accordance with the notice provisions of this Agreement.

B. Minimum Limits of Insurance. DESIGNER and each of its Sub-consultants shall obtain insurance of the types and in the amounts described below:

1. Commercial General Liability Insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate including contractual or assumed liability;
2. Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident/\$1,000,000 in annual aggregate.
3. Workers' Compensation Insurance as required by the State of Georgia.
4. Professional Liability (Errors and Omissions) Insurance with a minimum level of coverage equal to or greater than twenty percent (20%) of Stated Cost Limitation, but not less than \$250,000 for the Project and with a maximum deductible of \$50,000. The coverage provided shall contain an endorsement providing sixty (60) days notice to the OWNER prior to any cancellation of coverage.

C. Other Insurance Provisions. All policies required by this Agreement except Professional Liability (Errors and Omissions) insurance are to contain, or be endorsed to contain, the following provisions:

1. OWNER, Board of Education and any other person or entity specified by OWNER, as well as each of their officers, employees, agents and volunteers, are to be covered as additional insureds.
2. For any claims related to this Project, insurance coverage shall be primary as to OWNER, Board of Education, and any other person or entity specified by OWNER to be named as additional insured, as well as each of their officers, employees and volunteers. Any insurance or self-insurance maintained by OWNER, its officers, officials, employees or volunteers shall be in

excess of insurance required by this Agreement and shall not contribute with it.

- D. Waiver of Subrogation.** For Commercial General Liability, Workers' Compensation, and Employer's Liability insurance, the insurer shall agree to waive all rights of subrogation against OWNER and any other person or entity specified by OWNER as an additional insured, as well as each of their officers, employees, agents and volunteers, for losses arising from activities and operations of an insured in the performance of services under this Agreement.
- E. Lapse in Coverage.** If DESIGNER or any Sub-consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. OWNER, at its sole option, may terminate this Agreement and recover all damages from DESIGNER resulting from said breach. Alternatively, OWNER may purchase such coverage (but has no obligation to do so), without further notice to DESIGNER, and deduct from sums due to DESIGNER any premium costs advanced by OWNER for such insurance.
- F. Verification of Insurance.** DESIGNER shall furnish OWNER with original certificates and amendatory endorsements effecting and evidencing coverage required by this Section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms acceptable to OWNER. All certificates and endorsements are to be received and approved by OWNER before performance by DESIGNER under this Agreement commences. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time, including endorsements (and policies, if requested) affecting the coverage required by these specifications.
- G. Duration of Coverage.** The insurance coverages required by Article I, Section B shall be maintained without interruption, for a period of three (3) years after Final Completion of the Project, unless otherwise stated herein.
- H. Reserved Rights.** OWNER reserves the right to adjust monetary limits of insurance coverage at any time if deemed necessary in its reasonable judgment.
- I. Sub-consultants.** Unless otherwise approved by OWNER in writing, DESIGNER shall include all Sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each Sub-consultant. In addition, Sub-consultants shall be required to maintain insurance on the same terms and with the same coverages as required of DESIGNER under this Agreement.
- J. Failure to Maintain Coverage.** Failure to maintain the insurance required under this Exhibit D or to furnish the required certificates or policies may be considered a breach of contract by the CONTRACTOR and the OWNER may terminate the contract without waiver of any other remedy it may have.

**Exhibit E
PROGRAM MANAGEMENT
Professional Services Agreement
For Security Surveillance Camera Design Services
Task Orders**

1. PROGRAM MANAGER

- A.** OWNER appoints the PROGRAM MANAGER to represent its interest with regards to performance of the Agreement for Security Surveillance Camera Design Services and Construction Work for the Project. The PROGRAM MANAGER is the OWNER's Representative in providing the services required for management of the Contract between the OWNER and CONTRACTOR and the Agreement between the DESIGNER and the OWNER. As long as the PROGRAM MANAGER is the Owner's Representative for the Project, DESIGNER agrees that: (a) all changes in DESIGNER Services or Work shall only be allowed pursuant to written agreement or written direction of the PROGRAM MANAGER; (b) all contractually binding communications with the OWNER shall be through the PROGRAM MANAGER; and (c) in the event the DESIGNER receives any material communication from an Employee or other representative of the OWNER impacting the scope of Work or Services or may reasonably result in a Change Order, Additional Services and/or increase the Stated Cost Limitation for the Project, the DESIGNER will immediately advise the PROGRAM MANAGER of the content of said communication after receipt of said communication by the DESIGNER.
- B.** In providing the services required to manage the Contract between the OWNER and CONTRACTOR and the Agreement between the DESIGNER and the OWNER, the PROGRAM MANAGER shall endeavor to maintain a working relationship with the DESIGNER and CONTRACTOR on behalf of the OWNER. However, nothing should be construed to mean or imply that the PROGRAM MANAGER assumes any DESIGNER or CONTRACTOR responsibilities or duties. The DESIGNER shall be solely and exclusively responsible for the design aspects of the Project. The DESIGNER shall design and inspect the Project in accordance with the Agreement between DESIGNER and OWNER. The CONTRACTOR shall be solely and exclusively responsible for the construction aspects of the Project, including all means, methods, techniques, sequences and procedures used in construction of the Project in accordance with the Contract between the CONTRACTOR and OWNER.

APPENDIX III
FULTON COUNTY SCHOOLS
IMMIGRATION FORMS

Georgia Security and Immigration Compliance Act (SB 529) Clause

Contractors/vendors shall be in compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1.02 which are conditions for contract award.

Failure to provide the Immigration and Security Form with your bid or proposal shall result in your bid or proposal being declared non-responsive.

FULTON COUNTY SCHOOLS

IMMIGRATION AND SECURITY FORM

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et.seq.

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature _____ Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

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 _____, which is under contract with the Fulton County Board of Education, and that the subcontractor has registered with and is participating in a federal work authorization program or 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 or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200____

Notary Public
My Commission Expires:_____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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 contracting with the Fulton County Board of Education has registered with and is participating in a federal work authorization program or 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 pursuant to this contract with (name of public employer), 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 Board of Education at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200____

Notary Public
My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social

Security Administration (SSA).

APPENDIX IV
FULTON COUNTY SCHOOLS
SECURITY SURVEILLANCE CAMERA SYSTEMS
PRODUCTS AND REQUIREMENTS

SECURITY SURVEILLANCE CAMERA SYSTEMS PRODUCTS AND REQUIREMENTS

PART 1 - REQUIREMENTS

1.1 New Elementary Schools – Shall be installed with a minimum 24 Camera System: These buildings will have Interior Cameras and Exterior Cameras as marked on drawings provided by FCS upon generation of a work order for installation. A maximum of three (3) 19” monitors associated with the camera system are to be installed at each elementary school, if the camera head rack is to be placed in a remote area such as an MDF/IDF closet. A maximum of two (2) 19” monitors associated with the camera system are to be installed at each elementary school if the camera head rack is placed within the administration area.

1.2 Existing Elementary Schools - All are analog except Oakley and Renaissance; all others generally have 12 cameras presently, either black/white or color. Upgrades are to be digital, to provide 12 additional cameras to existing color systems; complete change out of the existing B/W systems to color digital cameras. Updated camera system shall include 24 cameras. A maximum of three (3) 19” monitors associated with the camera system are to be installed at each elementary school, if the camera head rack is to be placed in a remote area such as an MDF/IDF closet. A maximum of two (2) 19” monitors associated with the camera system are to be installed at each elementary school if the camera head rack is placed within the administration area.

1.3 New Middle Schools - 48 Camera System: These buildings will have Exterior Cameras and Interior Cameras as marked on drawings provided by FCS upon generation of a work order for installation. A maximum of four (4) 19” monitors associated with the camera system are to be installed at each middle school, if the camera head rack is to be placed in a remote area such as an MDF/IDF closet. A maximum of three (3) 19” monitors associated with the camera system are to be installed at each middle school if the camera head rack is placed within the administration area.

1.4 Existing Middle Schools - All are analog except Woodland, Renaissance and Ridgeview MS; all others generally have 32 cameras presently, either black/white or color. Upgrades are to be digital, to provide 16 additional cameras to existing color systems, complete change out of the existing B/W systems to color digital cameras, 48 cameras total. A maximum of four (4) 19” monitors associated with the camera system are to be installed at each middle school, if the camera head rack is to be placed in a remote area such as an MDF/IDF closet. A maximum of three (3) 19” monitors associated with the camera system are to be installed at each middle school if the camera head rack is placed within the administration area.

1.5 New High Schools - 48 Camera System: These buildings will have exterior Cameras and Interior Cameras as marked on drawings provided by FCS upon generation of a work order for installation. A maximum of four (4) 19” monitors associated with the camera system are to be installed at each high school, if the camera head rack is to be placed in a remote area such as an MDF/IDF closet. A maximum of three (3) 19” monitors associated with the camera system are to be installed at each high school if the camera head rack is placed within the administration area.

1.6 Existing High Schools - Tri Cities, Centennial, and North Springs are currently digital; all others generally have 32 cameras presently, either black/white or color. Upgrades are to be digital, and are to provide 16 additional cameras to existing color systems, complete change out of the existing B/W systems to color digital cameras, 48 cameras total. A maximum of four (4) 19" monitors associated with the camera system are to be installed at each high school, if the camera head rack is to be placed in a remote area such as an MDF/IDF closet. A maximum of three (3) 19" monitors associated with the camera system are to be installed at each high school if the camera head rack is placed within the administration area.

PART 2 – PRODUCTS (*Use updated hardware and software if applicable/available*)

- 2.1. Specifications to include the implementation of standardized GE Security SymSafe Pro 16 + 2 – 1T Hybrid DVR/NVR or approved equal. All equipment and materials implemented on the project must be compatible with the approved hybrid DVR/NVR and shall include, at a minimum, the following components:
- A. Security Surveillance Cameras (including, but not limited to the following options):
1. Low light Outdoor Day/Night Fixed Cameras (Exterior Fixed Cameras)
 2. Indoor Fixed Mini-Dome Cameras
 3. Indoor High-Res Infrared Cameras
 4. Mini-Dome Cameras
 5. Pan-Tilt-Zoom Cameras
 - a. Acceptable manufacturers for Cameras shall include GE Security, Bosch, Pelco, Panasonic, and JVC.
 6. Camera Lenses
 - a. Acceptable manufacturers shall include GE Security, Bosch, Pelco, Panasonic and JVC
 7. Camera Housings and Supports for Fixed Cameras
 - a. Acceptable manufacturers shall include GE Security, Bosch, Pelco, and Panasonic
 8. 19" Flat Panel Security Surveillance Color Monitors
 - a. Acceptable manufacturers shall include Bosch, Pelco, Panasonic and Sony
 9. Hybrid Digital Security Recorder and Transmission System
 10. Copper Wiring
 11. UTP Transmitters/Receivers
 - a. Acceptable manufacturers shall include NVT
 12. Uninterruptible Power Supply (UPS)
 13. Transient Voltage Surge Suppression (TVSS)
 - a. Acceptable Manufacturers: Northern Technologies, Inc. and EDCO, with warranty of at least five (5) years
 14. New or Existing Equipment Racks
 - a. Acceptable manufacturers are Winstead, Emcor or approved equal.