

DeKalb County Department of Purchasing and Contracting

Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

August 30, 2021

INVITATION TO BID (ITB) NO. 21-101439

FOR

CARD ACCESS (KEY SCAN) INSTALLATION, MAINTENANCE AND REPAIR (ANNUAL CONTRACT WITH 2 OPTIONS TO RENEW)

DEKALB COUNTY, GEORGIA

Procurement Agent: Email:	Lola O. Awonusi oawonusi@dekalbcountyga.gov
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	September 01 or September 08, 2021 (Meetings are held at 10:00 a.m. and 2:00 p.m.) Video Conference: Utilize the link supplied on our webpage labeled "DeKalb First LSBE Video Meeting"
Pre-bid Conference (Non-mandatory):	11:00 A.M. ET, September 16, 2021 https://dekalbcountyga.zoom.us/j/86110773632
Deadline for Submission of Questions: Bid Opening:	5:00 P.M. ET, September 21, 2021 3:00 P.M. ET, October 01, 2021 https://dekalbcountyga.zoom.us/j/82086099858
Price Schedule Opening:	3 – 5 Business days after Bid Opening

FIRM'S NAME AND ADDRESS: (Street, City, State and Zip Code. Type or print): Federal Tax ID No ARE YOU A DEKALB COUNTY FIRM? Yes No	TELEPHONE AND FAX NUMBERS WITH AREA CODE: Phone: Fax: E-mail:
SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE:	SIGNER'S NAME AND TITLE (Type of Print):

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

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INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for ITB 21-101439, CARD ACCESS (KEY SCAN) INSTALLATION, MAINTENANCE AND REPAIR (Annual Contract with 2 **Options to Renew)** from responsible bidders.

B. GENERAL INFORMATION:

1. <u>BID TIMETABLE:</u>

The anticipated schedule for the bid process is as follows:

Date Issued: August 30, 2021

Mandatory DeKalb First LSBE September 01 or September 08, 2021

(Meetings are held at 10:00 a.m. and 2:00 p.m.) For attendance instructions, utilize the following link: (Bidders must attend 1 meeting on

https://www.dekalbcountyga.gov/purchasingcontracting/general-

either of the dates listed.) information

11:00 A.M. ET, September 16, 2021 Pre-bid Conference (Non-mandatory): https://dekalbcountyga.zoom.us/j/86110773632

Deadline for Submission of Questions: 5:00 P.M. ET, September 21, 2021

Bid Opening: 3:00 P.M. ET, October 01, 2021

https://dekalbcountyga.zoom.us/j/82086099858 Price Schedule Opening: 3 - 5 Business days after Bid Opening

Bids Valid Until: Bids shall be valid for 90 days from and including the

bid opening date.

Sealed bids are to be addressed and delivered to:

DeKalb County Department of Purchasing and Contracting

Maloof Administration Building 1300 Commerce Drive, 2nd Floor

Decatur, Georgia 30030, not later than 3:00 P.M. ET, October 01, 2021.

PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD

Submit one original bid package (inclusive of the entire Invitation to Bid document and required documents with the exception of the price schedule) stamped "Original" and one **sealed identical copy** stamped "Copy" of the bid package to the address listed above.

2. CONTACT PERSON:

The contact person for this bid is Lola O. Awonusi, Procurement Agent. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via email at oawonusi@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. **QUESTIONS**:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., <u>must be requested in writing</u> and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid <u>will</u> be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. Questions must be submitted no later than 5:00 pm EST on "Tuesday, September 21, 2021."

4. ADDITIONAL INFORMATION/ADDENDA:

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the DeKalb County Department of Purchasing and Contracting as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this ITB will be posted on DeKalb County's website, www.dekalbcountyga.gov/formalbids. Bidder should regularly check the County's website for addenda.

INVITATION TO BID PROCEDURES

BIDDER INFORMATION:

- 1. FAILURE TO SUBMIT THE PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.
- 2. Failure to return all pages of this Invitation to Bid may result in bid being deemed non-responsive.
- 3. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
- 4. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- 5. By submitting a bid, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed the specifications set forth in this solicitation.
- 6. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
- 7. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.

8. Bid Withdrawal

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.

9. Expenses of Preparing Responses to this ITB

The County accepts no responsibility for any expenses incurred by Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

- 10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.
- 11. Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.

12. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and subsubcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the subsubcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

13. LSBE Information

- a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at http://www.dekalbcountyga.gov/purchasing/.
- b. It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be

found on the County's website at https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program.

c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact a LSBE Program representative, at DeKalbFirstLSBE@dekalbcountyga.gov.

14. First Source Jobs Information

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.dekalbworksource.org or 404-687-3400.

15. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

16. Required Signatures

Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

17. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

18. Business License

Bidders shall submit a copy of its current, valid business license with its Bid or upon award. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid professional license with Bidder's bid or upon award unless the Minimum Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

BID SUBMITTAL:

- 1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
- 2. Bidders shall complete and submit Attachment A Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
- 3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
- 4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and ITB 21-101439, CARD ACCESS (KEY SCAN) INSTALLATION, MAINTENANCE AND REPAIR on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. Contract Award:

- 1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
- 2. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.

- 3. The County reserves the right to reject any and all bids, to waive informalities, and to readvertise.
- 4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible.

GENERAL TERMS AND CONDITIONS

- **A.** In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted bid; and the County's ITB.
- **B.** The Bidder's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.
- C. Bidder extends to the County the option to renew the contract for two (2) additional one-year terms, under the same price(s), terms and conditions, and in accordance with Paragraph L, *Term*.

Delivery of services will commence within the one (1) hour upon request.

D. DELIVERY:

Bidder state agreement:	Yes	No
Contact Person:		
Telephone Number:		Cellular Phone Number:
Address:		
Alternate delivery time <u>may</u> terms for delivery or service		d provided it is so stated. Bidder state alternate

All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 9:00 A.M. and 2:30 P.M. Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order, and must ask for caller's telephone number as well as Purchase Order form and address, since 24-hour Notice of Delivery is required. The County will unload after prior notice.

E. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

F. FOREIGN PRODUCTS:

	Yes No
	If "No", state the exact location of plant or facility where items will be produced:
G.	COUNTY REQUIREMENT:
	The contract will be an "Indefinite Quantity" type with County requirements to be satisfied on an "as ordered" basis. The County makes no promise, real or implied, to order any quantity whatsoever. This invitation and resulting contract will provide for the normal requirements of DeKalb County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.
Н.	WARRANTY AND/OR GUARANTY:
	Contractor warrants that its services under this Agreement shall be free of defects in material and workmanship for a period of twelve (12) months. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

I. SAMPLES & TESTING:

Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County, at no expense to the County. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation to Bid. Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

J. LITERATURE:

When the bidder proposes to furnish another product, he is required to furnish, with his bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being deemed non-responsive.

K. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

L. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed ("Commencement Date"). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

M.PRICING:

Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.

- 1. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:
 - To Contractor's customers.
 - In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph I. as stated within the ITB.

- 2. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030.
- 3. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:

The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

N. PAYMENT:

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and <u>must</u> contain the authorizing DeKalb County Purchase Order (PO) and/or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

A Contract Purchase Agreement is being issued in lieu of a formal contract. Any reference to a contract refers to the CPA.

2. Invoice(s) must be submitted as follows:

Vendor invoices: Facilities Management 4380 Memorial Drive Decatur, GA 30030

For notices:

Chief Financial Officer
DeKalb County Department of Finance
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

- a. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info.
- 3. The County's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

O. ACCURACY OF WORK:

The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

P. ADDITIONAL WORK:

The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

Q. OWNERSHIP OF DOCUMENTS:

All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. Any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

R. RIGHT TO AUDIT:

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support whose records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

S. SUCCESSORS AND ASSIGNS:

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

T. REVIEWS AND ACCEPTANCE:

Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

U. TERMINATION OF AGREEMENT:

The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

V. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as

all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

W. INSURANCE:

Insurance must meet the County's requirements and will be furnished by the successful Bidder(s) upon award.

- 1. Successful Bidder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.
- 2. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:
 - a. Certificates must cover:
 - i. Statutory Workers Compensation
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000

- ii. Business Auto Liability Insurance with a minimum \$500,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
- iii. Commercial General Liability Insurance
 - (1) Each Occurrence \$1,000,000
 - (2) Fire Damage \$250,000
 - (3) Medical Expense \$10,000
 - (4) Personal & Advertising Injury \$1,000,000
 - (5) General Aggregate \$2,000,000
 - (6) Products & Completed Operations \$1,500,000
 - (7) Contractual Liability where applicable
- b. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- c. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- d. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
- e. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County.
- f. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- g. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.
- h. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

- i. Certificates to contain the location and operations to which the insurance applies.
- j. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.
- k. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.
- 1. Certificates shall be issued and delivered to the County and must identify the "Certificate Holder" as follows:

DeKalb County, Georgia
Director of Purchasing and
Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

m. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

X. GEORGIA LAWS GOVERN:

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

Y. VENUE:

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

Z. COUNTY REPRESENTATIVE:

The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his

written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

AA. CONTRACTOR'S STATUS:

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

BB. SOLE AGREEMENT:

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the award of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.

CC. SEVERABILITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

DD. NOTICES:

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director of the Department of Purchasing and Contracting or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Director of the

Department of Purchasing and Contracting or by the County to the Contractor's authorized representative via certified first-class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Procurement Officer
Department of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

If to the Contractor:

Notices shall be sent to the contact information that is listed in the Bidder's Response to the ITB.

EE. Georgia Open Records Act:

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

FF. Cooperative Procurement

The County through the Department of Purchasing & Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

MINIMUM SPECIFICATIONS

I. **GENERAL**

Contractor shall furnish all materials, supplies, equipment, instrumentation, apparatus, testing, services, tools, parts, components, machinery, insurance, permits, transportation, expertise, management, supervision, labor, technical knowledge, skills, incidental engineering, and all things necessary to furnish installation, maintenance, and repair services of Card Access (Keyscan) System hardware, connect hardware to software application via network, troubleshoot and resolve software application problems. The work shall include maintaining existing systems; the performance of service call work, recurring work, including software trouble shooting and resolution, and indefinite quantity work for all card access security access points, hardware (magnetic locks, electrical locks, card readers, PIR's, communications board, power supply, battery, etc.) previously installed and future installations. Currently DeKalb County utilizes the Aurora, Symmetry Pro and AMAG systems.

Contractor shall work chiefly with the DeKalb County Facilities Management Department to perform work as requested for hardware and software application and comply with all applicable statutes, laws, executive orders, codes, standards and regulations. Other County departments may secure services through Facilities Management to install hardware and collaborate to connect with Facilities Management applications for remote management. The Contractor will work with both departments to achieve end results of proper operation and access of secured areas. *Under no circumstances should the Contractor receive, accept or perform work unless services have been authorized through an approved Purchase Order.*

Contractor shall furnish emergency repair service on a <u>twenty-four (24) hour</u> basis. These costs are to be included in the invoice. Emergencies are to be determined by the Facilities Management Department. The <u>emergency response time</u> allowable will be <u>one (1) hour during business hours of 7:30 a.m. – 5:00 p.m. and two (2) hours after business hours.</u> If the Contractor has not arrived at the facility requiring service within the allowable time limit, a liquidated damages charge will be assessed in the amount of \$300/occurrence.

The Contractor is required to have access to replacement parts (or keep such parts available), which will function with the systems to be serviced. Any part that is to be replaced must be replaced with an equivalent item. New equipment that is to be installed must achieve fit and functions with equipment already in service. Any variance must be approved by the Facilities Management Department **before installation**. For any new system installed by the contractor, two (2) copies of the OEM (original equipment manufacturer) manual MUST be provided, one for the user department and one for Facilities Management.

SUBMITTALS

- 1. Submittals of all work will be submitted to Facilities Management **prior** to work being approved.
- 2. All drawings, Data sheets, and product specifications will be submitted to and approved by Facilities Management.

<u>ON – CALL MAINTENANCE REQUIREMENTS</u>

- 1. The Contractor will provide 24/7 support.
- 2. Service issues can be reported by 800 number or by service email, that will be supplied by awarded Contractor.

- 3. Inspection Reports are generated and provided to DeKalb County along with follow up proposals to repair or replace deficiencies. Reports are to be made available through a web-based Inspection Portal. These reports and proposals are also to be made available through a web-based Customer Portal for clients participating in a Service Agreement Program.
- 4. Reports Must Include:
 - a. Inventory by component types
 - b. System and software versions/ revisions
 - c. Component location/ type with pass fail
 - d. Component Deficiencies
- 5. Standard Inspections Include:
 - a. System Component Barcoding/ Inventory
 - b. Visual and Functional testing
 - c. Battery Backup/ UPS load testing
 - d. Firmware Upgrades*
 - e. Software upgrades*
 - f. Server/ Workstation cleaning
 - g. Database configuration/ system configuration backups
 - h. Remote Monitoring testing*

Preventative Maintenance (performed semi-annually):

- 6. Preventative Maintenance for Access Control Panel to include: *
 - a. Check if panel is functional
 - b. Check if the device is securely mounted
 - c. Check if the device is in good condition
 - d. Perform battery load test
 - e. Document battery size
 - f. Document date of battery installation
 - g. Check if input and outputs working properly
- 7. Preventative Maintenance for Card Reader*
 - a. Check if card reader is functional
 - b. Check if card reader is in good condition
 - c. Check if card reader is securely mounted
 - d. Check if there is a request to exit motion detector
 - e. Check if there is a request to exit button
 - f. Check if there is door contact
 - g. Check if propped door alarm is functioning
 - h. Check what type of lock is being used
 - i. Check if manual unlocking device required
 - j. Check if device is present
- 8. Preventative Maintenance for Locking Power Supply (associated to Access Control Panel) *
 - a. Check if the power supply is functional
 - b. Check if the power supply is in good condition
 - c. Check if the power supply is securely mounted
 - d. Check if all outputs work properly

- e. Check if batteries pass a load test (must provide date of testing)
- 9. Preventative Maintenance for Access Control Serve (to be completed by Certified Aurora Technician ONLY) *
 - a. Check if server is functional
 - b. Check if server is in good condition
 - c. Check if server is securely mounted
 - d. Perform database back up
 - e. Check and install latest firmware updates

QUALITY ASSURANCE

The Contractor shall meet the following qualifications and experience: (1) A minimum of three (3) Certified Aurora Technicians on Staff and (2) Technicians must have installed and serviced Aurora systems. All testing and inspections will be performed by a Certified Aurora Technician.

WARRANTY

- 1. The Contractor will provide minimum 12-month warranty on existing systems.
- 2. The Contractor shall warrant that all equipment furnished is new, undamaged, free of defects, and conforms to the specifications within this document.
- 3. The Contractor shall give one year warranty on all new installations for parts and labor.
- 4. The Contractor shall warrant the current warranty of existing equipment from control panel to door hardware all Data Servers, and COMM Servers.
- 5. The Contractor's obligation shall include removal, repair or replacement, transportation, reinstallation, and testing without charge to the Purchaser, for all or any parts of the system found to be defective due to faulty materials or workmanship for a period of twelve (12) months after system installation.

PRODUCTS

- 1. Manufacturers
 - a. Specifications, functionality, system capabilities and products presented are based on Keyscan access control units, related communication devices, and Keyscan Aurora software.
 - b. The Owner requires use of certain products for their unique characteristics and particular project suitability to ensure continuity of existing and future performance and maintenance standards. After investigating available product offerings Awarding Authority has elected to prepare specifications and be able to step in and work on the existing system without lag in productivity.
- 2. System Overview

The access control system shall be an inter-connected group of components consisting of but not limited to the following devices:

- a. Access control units (ACUs)
- b. Communication devices
- c. Access control software
- d. Readers

^{*}Inspection Reports including deficiencies with follow-up proposals to repair or replace.

- e. Credentials
- f. Door locks
- g. Lock power supplies
- h. Personal computers/servers

3. The system shall be capable of the following functions:

- a. Regulate and monitor access at system-controlled doors.
- b. Control access to elevator floors and monitor elevator floor button activity.
- c. Interface with a telephone entry system phone bill and no phone bill types.
- d. Monitor and control access to parking lots/parking garages.
- e. Monitor connected detectors (supervised and auxiliary inputs) with the ability to manually or automatically arm and disarm them.
- f. Control event-initiated devices connected to system outputs, such as alarm panels or supported network video recorders, with the ability to automatically or manually arm or disarm them.
- g. Report an alarm/event condition.
- h. Distribute an annunciated alarm/event condition via an e-mail notification off-site.
- i. Establish a hierarchy of alarm/event types to prioritize handling alarm/event conditions.
- j. Maintain a comprehensive database recording all site activity.
- k. Integrate with a closed-circuit television system (CCTV) and interface with select NVRs.
- 1. Provide a fully integrated photo ID badge template design editor allowing for a complete ID badging operation.
- m. Provide a fully integrated map editor allowing for system user interaction with floor plans that include representative door, input, output, and CCTV camera icons.
- n. Provide a fully integrated visitor management component.
- o. Interface with select intrusion alarm panels.
- p. Offer remote system access via the Internet or a corporate intranet with an optional WEB module.
- q. Offer an optional integration license to interface with MS Windows Active Directory

4. Building Integration

Providing that the necessary communication infrastructure exists, the system shall be capable of integrating multiple buildings within one collective access control and monitoring entity whether the buildings, in relation to one another, are proximate or distant. The access control system's design shall further allow expansion or modification within existing buildings or allow integration of new buildings at any time.

5. Software as a Service

The system shall have an optional capability of being configured as a centrally managed access control service using a reverse network mode of communication. Also refer to Reverse Network Communications on page 18. The system, when configured for reverse network communication, shall provide a central monitoring station with the ability to service remote locations via Internet connections. Further, when the access control system is configured to run as a service, the software, database and servers shall reside at the central monitoring station.

6. Communication Modes

The software application modules shall be designed to communicate to the access control units using one or a combination of the following connection modes:

a. Network (TCP/IP)

- b. Reverse network
- c. Serial (RS-232)
- 7. Multiple System Users
 - a. The system shall support multiple system user workstations with access to the system database. The number of concurrent system users shall only be limited by the software licensing agreement.
 - b. The software shall provide selectable controls to govern individual system user activity with log on accounts and passwords. System user activity shall be recorded to the database and accessible for audit and review.

SYSTEMS FUNCTIONS

Credential Holder Access

- 1. Access shall be governed by controlled entry portals (doors) using an assigned credential, such as a token or card, that a credential holder presents to a sensing device referred to as a reader.
- 2. At least one credential shall be supplied for each individual who requires access through the controlled entry portals.
- 3. The system shall be capable of supporting the following reader formats:
 - a. Proximity (125 kHz)
 - b. iClass Contactless Smart Card (13.56 MHz)
 - c. Mifare Contactless Smart Card (13.56 MHz)
 - d. Radio frequency transmission (433 MHz long range)
 - e. Biometrics
 - f. Personal Identification Number (PIN) only
 - g. Magnetic Stripe
 - h. Barcode
- 4. Each credential shall be internally encoded with an individual number. The system shall provide the means to enter these numbers into a database for transmission to each ACU.
- 5. The reader shall be capable of scanning the internal number encoded in each credential and transmit this information to the ACU.
- 6. The ACU shall process the credential data and unlock the appropriate controlled entry portal only if the credential is determined to be valid at said entry portal.
- 7. Where heightened and more stringent security is required, the system shall offer one of the following additional facilities to be available:
 - a. A reader may be designated as a "dual custody" reader whereby two (2) authorized credential holders are required to successively present their credentials before access is granted at the entry portal.
 - b. A keypad/proximity reader combination may be used in tandem whereby a credential holder presents a valid card and/or enters a personal identification number (PIN) to gain access. Only one (1) reader port shall be used when both a reader and a keypad are in place. A system user may create PIN codes in the credential holder records.
- 8. An access request at a reader shall be based on the following conditions:
 - a. Is the credential valid for this site?
 - b. Is the credential valid for this entry portal?
 - c. Is the credential valid for this day?
 - d. Is the credential valid for this time?
 - e. Is today a holiday? If yes, is the credential valid for this holiday?

- 9. Should any of the above conditions be false, access would be denied. An 'Access Denied' event is recorded in the database.
- 10. Doors shall be unlocked for valid credential holders requesting entry within one second following the reader scan regardless of all other system activity.

Door Identification and Control

- 1. The system shall provide the means to identify each portal that is controlled by an ACU with a unique alpha description and provide the following controls or functions:
 - a. User-defined door relay unlock time of 2 to 99 seconds, adjustable in 1 second increments.
 - b. User-defined door held open time of 1 to 65,535 seconds, adjustable in 1 second increments.
 - c. The ACU shall automatically re-lock the controlled portal either when sensed as closed or the door relay unlock time has expired.
 - d. Provide a separate accessibility feature such that an access control relay can be connected to a door operator with separate door timer settings. The accessibility feature is for individuals who may require an extended time period for accessing the portal.
 - e. Provide a pre-alert that advises when a door remains open at the half interval of the door held open time.
 - f. Each ACU shall provide a dedicated request to exit input for each door (i.e., an exit button).
 - g. Control a door where a reader and keypad are used conjointly with the following access modes:
 - Card or Keypad Either the credential or the PIN may be used for entry
 - Card Only Only the credential may be used for entry
 - Card and Keypad Both the credential and the PIN must be used for entry
 - h. The preceding access modes may be set to schedules with the ability to automatically institute a change in the access mode at any time within a 24-hour clock to satisfy security requirements.
 - i. Monitor the status of all doors controlled by ACUs with the status represented in one of the following conditions:
 - Locked
 - Unlocked
 - j. Provide a manual override to lock or unlock doors controlled by the access control units.
 - k. Provide a programmable facility to automatically unlock and relock specified doors during an assigned schedule allowing access without the use of a credential.
 - 1. Provide a programmable safety mechanism called "first person in" which arrests the scheduled auto unlock start time until a valid credential holder presents his or her credential at an assigned reader so as to keep doors locked in the absence of authorized personnel on site.

Anti-Pass Back Mode

- 1. The system shall allow doors to be set on 'anti-pass back' mode preventing a credential from being passed back and used twice in succession for either entering or exiting providing the system has been configured for in/out monitoring. The system shall flag the status of the credential as in or out and only grant access at a door with the opposite in/out status on its subsequent presentation. In the absence of in/out monitoring the system shall provide a timed mode between successive credential presentations.
- 2. The system shall be configurable for global 'anti-pass back' or local 'anti-pass back':
 - a. Global shall enforce 'anti-pass back' at doors where the doors are connected at different access control units providing the applicable optional communication hardware and infrastructure exists.
 - b. Local shall enforce 'anti-pass back' at doors connected to the same access control unit.

- 3. The 'anti-pass back' function shall have a manual override to clear the in or out status.
- 4. The system shall have multiple modes of anti-pass back:
 - a. Hard Mode designated credential holders are denied access on violating anti-pass back enforcement.
 - b. Soft Mode designated credential holders are allowed access but an anti-pass back violation is reported.
 - c. Timed Mode designated credential holders are denied access on violating anti-pass back. Enforcement is based on a time interval. Timed mode can be employed on a single reader.
 - d. Executive Access Mode excludes designated credential holders from anti-pass back enforcement.

Alarm/Event Monitoring Functions

- 1. The system shall provide forced entry detection at specified door locations. A forced entry alarm shall be generated immediately whenever the door is opened without authorization. Authorization shall be determined by a valid credential, request to exit transaction, or by a command from the host system.
- 2. The system shall provide door held open detection at ACU controlled doors. A door held open warning shall be generated immediately whenever the door is held open longer than its specified time limit.
- 3. The system shall feature the provision to monitor auxiliary and supervised input points. The system shall be capable of detecting state changes between four distinct conditions for each of these points:
 - a. Alarm
 - b. Secure
 - c. Trouble due to open circuit wiring
 - d. Trouble due to short circuit wiring
- 4. The system shall also have the provision for reader supervision when connected with a "heartbeat capable" reader to detect and report one of the following alarm/event conditions:
 - a. Reader communication failure
 - b. Reader tamper alarm
- 5. The system shall on detecting an input change of state generate a message stating the nature of the alarm/event, the location and the time. The system shall record the alarm/event such that it can be later retrieved for an audit report.
- 6. The system shall provide the means to trigger an alarm in the event tampering occurs at the ACU.

Control of Event Initiated Devices

The system shall have the ability to control event-initiated devices that respond to alarm events. Said devices may be armed or disarmed automatically by user-defined schedules or armed and disarmed manually by operator intervention.

Communication Failures

The system shall notify the Client workstation of any communication failures with the ACUs.

SYSTEM SOFTWARE

The system software shall provide full integration of all system components for overall access control management. The system software shall be regulated by individuals deemed as system users. The system software shall include the following specifications:

User Interface

- 1. The software user interface shall be based on Windows® conventions and standards. The main screen shall have selectable graphic icons for direct menu access to all system functions.
- 2. The software shall have an English language interface.
- 3. The system interface shall provide formatted screens for access control management.
- 4. The system shall provide the system user with the ability to add, edit, or view the following functions:
 - a. site information
 - b. access control units and related settings
 - c. readers/doors and related settings
 - d. groups
 - e. door and elevator group access levels and associated schedules for each door and elevator floor
 - f. credential holder records
 - g. system user records
 - h. elevator information
 - i. schedules, holiday (3) types, and holiday dates
 - j. event settings including alarm response instructions and contacts
 - k. system utilities
 - 1. manual overrides and system status
 - m. The system shall further provide the system user with the facility to define, view, and print summaries based on system-wide activity recorded by the database.

System Software Requirements

The system shall be based on independent, intelligent devices that are interconnected and communicate to Windows® compatible servers or workstations with the following recommended specifications:

- 1. Client Workstation
 - a. Intel Core i5 4570 3.20 GHz or Intel Core i7-4770 3.4 GHz
 - b. 8GB RAM 1600MHz DDR3 NON-ECC
 - c. 500GB 7.2K RPM SATA Hard Drive
 - d. Windows 8 64-bit Professional
 - e. Windows 7 SP1, 64bit Ultimate, Enterprise or Professional versions
 - f. AMD RADEON HD 8490 1GB Dual Monitor or AMD RADEON HD8570 1GB Dual Monitor
 - g. USB 2.0 Ports
 - h. 8X DVD ROM, SATA, Internal
 - i. Ethernet Port 1Gb Network Card
 - i. Keyboard & Mouse
 - k. UPS Backup
- 2. Aurora Communication Server
 - a. Intel Xeon E5 2403, 1.80GHz, 10MB Cache

- b. 8GB RAM 1333MHz, RDIMM
- c. 500GB 7.2K RPM SATA Hard Drive
- d. Windows Server 2012 64-bit, Datacenter, Standard, Essentials & Foundation versions
- e. Windows Server 2008 R2 64-bit, Datacenter, Enterprise, Standard & Foundation versions
- f. Integrated HD Graphics Card
- g. 8X DVD ROM, SATA, Internal
- h. USB 2.0 Ports
- i. Ethernet Port Dual Port 1Gb Network Card
- j. Keyboard & Mouse
- k. UPS Backup

3. Aurora Database Server

- a. Intel Xeon E5 2420, 1.90GHz, 15MB Cache
- b. 8GB RAM 1333MHz, RDIMM RAID 1 Configuration
- c. 2 x 1TB 7.2K RPM SATA Hard Drive
- d. Dual, Hot-Plug, Redundant Power Supply
- e. Windows Server 2012 64-bit, Datacenter, Standard, Essentials & Foundation versions
- f. Windows Server 2008 R2 64-bit, Datacenter, Enterprise, Standard & Foundation versions
- g. Integrated HD Graphics Card
- h. 8X DVD ROM, SATA, Internal
- i. USB 2.0 Ports
- j. Ethernet Port Dual Port 1Gb Network Card
- k. Keyboard & Mouse
- 1. UPS Backup

4. Software Architecture

- a. The system software shall be designed for installation on multiple servers/workstations operating on a LAN/WAN (TCP/IP) from any communication node on the network.
- b. The system shall support multiple concurrent client system users commensurate with the license agreement.
- c. The system software shall have the capability to program and monitor remote site systems simultaneously.
- d. The system software shall provide the means of streaming site activity date in a comma delimited file format or network message to 3rd party applications.
- e. The system shall support upgrading to full SQL.
- f. The system software shall be modular in design and consist of the following standard components:
 - Client (system user input/monitoring/reporting)
 - Communication service application
 - Database engine Microsoft SQL Server 2012
- g. The data entry, system management functions and auditing system activity shall be performed from the client module workstation.

Alarm Annunciation and Processing

1. System occurrences deemed as violations shall be articulated as alarm/events at the client module workstation.

- 2. The system software shall allow assigning user-defined names for any door or input point which serves to distinguish its location for the benefit of the system user.
- 3. The system shall further provide the following alarm/event notification/processing:
 - a. Display the alarm/event in a transaction response screen so as to apprise a system user of a potential security breach or problem.
 - b. If programmed, play an audible warning sound.
 - c. The system shall provide a designated screen with user-defined alarm/event information and instructions accessible to system users monitoring/operating the software. The information shown shall include:
 - Access control unit reporting the alarm/event
 - Device name where the alarm/event occurred
 - Alarm/event type
 - Date and time of the alarm/event
 - Status of the alarm/event.
 - Alarm/event response instructions and comments
 - d. The system user shall have the means of acknowledging that either an alarm/event has been investigated and completed or placed on hold for further investigation.
 - e. The system user shall be provided with a facility to cite and save commentary on the disposition of an alarm/event.
 - f. If the system is integrated with an optional CCTV component, the transaction response interface shall provide the system user with the means of viewing images captured by the associated cameras during the alarm/event.
 - g. As an additional visual aid, the transaction response interface shall provide a system user with the option of opening a floor map to pinpoint the location of the door or device that tripped the alarm/event.
 - h. The system user shall be able to view or examine information for all alarm/events currently waiting for processing one at a time without acknowledging and/or clearing them.
 - i. The system database shall log each occurrence of an alarm/event.
 - j. The system user shall be furnished with the means to view new or pending alarm/events or search for alarm/events by device type, by a specific ACU, by transaction type, by site name, or by a date range.
 - k. The system shall incorporate the ability to e-mail an alarm/event or critical message to a device that has an Internet e-mail address.
 - 1. The system shall provide the means to establish a hierarchy of alarm/event priority levels to assist system users in determining the degree of importance. The system shall allow user-defined properties to be assigned to each priority:
 - Each priority can be assigned to an access control unit, a door, or an input with each device assigned to a specific alarm/event type or group of alarm/event types.
 - Each priority can be assigned a unique description with customized display characteristics.
 - Each priority can be assigned to a system schedule to regulate when the priority is in effect.
 When the schedule is not in effect, the alarm/event is still reported but without its assigned properties.
 - Each priority can be assigned a sound (WAV) file to audibly annunciate the priority so as to assist the system user in distinguishing the level of alarm/event importance.
- 4. The software shall have the means to trip an assigned output if an ACU experiences an AC power failure. A user-selectable time delay may be programmed before the output is tripped.

5. Where keypads are installed, the system shall have the means of assigning an output for a keypad "duress" code. A distressed credential holder would press the designated duress key then enter the PIN code. The system would trip the output for an expedient response to the situation.

Building Emergencies/Evacuations/Lockdowns

- 1. Providing a valid in/out reader configuration exists, the system shall have the capability of automatically issuing an e-mail with a PDF People In/Out Status Report attachment listing who is in and out of the building during emergencies or evacuations.
- 2. The system shall have a lockdown function designed to lock doors or elevator floors in response to a building emergency.
- 3. The system shall be designed so a lockdown may be triggered with one of the following methods depending on the control unit series and communication hardware:
 - a. Client workstation
 - b. Global message
 - c. Triggering device such as a key switch or push button connected to an assigned auxiliary input
 - **d.** The system shall provide a reader lockdown mode whereby the reader's LED flashes rapidly indicating a lockdown is in effect.

Credential Holders

- 1. The system software shall be designed such that a credential holder may be assigned multiple credentials in multiple formats.
- 2. The system shall allow a credential holder to be assigned to ten different access groups for maximum access flexibility.
- 3. The system software shall be designed such that a credential holder's record and assigned credentials may be enrolled at all sites without the need of copying a record from one site to another site. Further, the record and the credential shall each have a selectable Active/Inactive status. Where multiple sites exist and depending on access protocols, the record may be set as active, so it is valid at selected sites, but the credential made inactive, so it does not have access permissions at selected sites.
- 4. The credential holder record screens shall be in a consolidated format. A credential holder's group access for all sites can be viewed or edited from the same screen; a credential holder's enrollment for all sites may be viewed or edited from the same screen for system user convenience.
- 5. The system software shall offer system-defined fields and user-definable fields to identify each credential holder. The system shall further provide two categories of user-defined fields which are either common for all sites or optional for specific sites.
- 6. The system shall provide the ability to insert digital photographs on each credential holder record. The photographs may be inserted on ID cards or displayed while observing online transactions to enhance security protocols.

- 7. The system shall store cardholder images in the database and said images shall be preserved/updated to the database during backup operations.
- 8. The system shall provide the ability to designate credential holders with a temporary status and restrict the card to a defined date range and/or a maximum number of uses. At the conclusion of the date range or when the number of uses reaches zero, the system shall render the credential inactive and deny further entry.
- 9. A system user shall be able to view from individual credential holder records the most recent transactions that have transpired during the previous 45 days for auditing, investigating activity, or locating his or her whereabouts.
- 10. In the event a credential is lost or stolen or upon employment termination, the system shall allow a credential to be cancelled and rendered invalid.
- 11. As an alternative to permanently deleting a record or credential, the system shall have an Inactive status. While the Inactive status is in effect, the record or the credential are maintained in the database but are invalid and denied entry to all previously authorized access portals. The Inactive status shall remain in effect until manually reset on Active status.
- 12. In order to locate and review credential holder records, the system shall provide search capabilities to find one or multiple records.
- 13. The system shall also offer a time saving mechanism to import a CSV file of credential holder records from other external databases substantially reducing labor for data entry.
- 14. The system shall provide a facility to view an access level summary for individual credential holders to determine which system regulated doors and elevator floors are and are not accessible to the cardholder.
- 15. The system shall offer a function within the credential holder screen in which a system user shall have the convenience of enrolling an unregistered credential presented at a reader. This is beneficial in cases where the credential has been in circulation for an extended period, but the imprinted number has worn off from handling and is no longer legible and is being re-assigned.

Schedules

- 1. The system shall provide the ability of creating 512 schedules for regulating door access, elevator access, inputs, and outputs.
 - a. Schedules shall be configurable on the basis of a seven (7) day week.
 - b. The schedule interface screen shall offer a system user multiple schedule creation method; a "click and drag" method or a dialog box method.
 - c. The schedule interface screen shall also offer the system user with "right click" copy and paste options for efficient schedule creation.
- 2. The system shall offer three (3) holiday schedules which can be used as overrides for regular schedules. Holiday schedules may be used for statutory holidays, special occasions, plant shutdowns etc., where on a specific date a system user may program the software to pre-empt regular schedules with a holiday schedule.

- 3. The system shall support assigning the three (3) holiday schedules to a maximum of sixty-four (64) holiday dates. When a holiday date is in effect, the assigned holiday schedule overrides the regular schedule on that date. The system shall further provide a facility to specify recurring holidays eliminating the need of resetting those holidays each year.
- 4. If holidays have been specified, the system shall be capable of listing all holiday dates and types.
- 5. Intended for multiple site configurations, the system shall provide a "master holiday" screen that provides the means to create a list of holidays common to all sites assisting system users in determining and assigning holiday schedules with consistency and uniformity.
- 6. The system shall automatically invoke a holiday schedule when the system clock matches any date defined as a holiday. A holiday schedule shall override all other schedules. Access shall be predicated on the times and authorizations of the holiday schedule for the stated holiday date. At the start of the next non-holiday calendar date the system shall invoke the regular schedule settings and access conditions.

Access Groups

- 1. The system shall provide a door access interface screen and an elevator access interface screen for separate group access and schedule assignments so as to provide greater flexibility by treating door access and elevator access as two distinct entities.
- 2. The system shall provide the option of selecting between two modes of viewing access levels: a basic view interface screen or an advanced view interface screen.
- 3. The system shall provide the following three access levels for door groups and elevator groups:
 - a. 24-hour access
 - b. No access
 - c. Access based on a system user-defined schedule

System Users

- The system shall provide the means to maintain a secure administrative environment. To log in and access the software, an individual must be given a system user account with a unique username and password. Individuals without an assigned username and password shall be denied access to the system software.
- 2. The system shall provide an optional login authentication function in which the software shall recognize the Windows user account for login authentication. The optional login authentication function shall be compatible with a domain or local network setup. The system user, with the optional login authentication function, shall have direct system access and shall not be required to complete the system software's username and password fields to log in.
- 3. The system shall provide a means of setting discretionary system user functionality for each system user account.

- 4. The system shall allow each system user individualized permissions for adding, editing, deleting and viewing database information, as well as interrogating and issuing commands to the access control units depending on enabled functions set for the account.
- 5. The system shall support an unlimited number of system user accounts. Passwords shall not be displayed or printed by the system at any time during usage. It shall be possible to change passwords at any time.
- 6. The system shall provide the means of tracking system user activity with the capability of generating a detailed summary.

Manual Overrides

- 1. The system shall furnish a system user with manual door controls from a client workstation as detailed below:
 - a. Unlock a door and leave it unlocked
 - b. Unlock a door momentarily, such that it automatically re-locks after the normal door relay unlock interval
 - c. Lock a door
 - d. Unlock or lock all doors controlled by a selected ACU
 - e. Schedule a timed unlock period for a specified door
- 2. The system shall provide a system user with the ability to manually override elevator floor control by toggling individual or all floors to secured or unsecured. The system shall allow the system user to restore the elevator floors to their regulated state.
- 3. The system shall provide a system user with the means to manually arm or disarm auxiliary and supervised inputs and outputs. The system shall allow restoring the inputs or outputs to their regulated state.

Present3 Controls

- 1. The system shall provide a "Present3" function which allows a designated credential holder to independently invoke a change of state for specified doors and devices when a credential is presented at a specified reader.
- 2. The system's Present3 function shall be able to lock or unlock doors on an unscheduled basis, arm or disarm points connected to devices such as motion sensors, lock out other credential holders to prevent false alarms, implement a supervisory override to restrict access, or control lights, HVAC systems etc.
- 3. The system's Present3 function shall be capable of either toggling a door's lock/unlock state or toggling a schedule's off/on state and shall offer the following modes of operation:
 - a. Door Toggle
 - b. Schedule Toggle with Card Lockout
 - c. Schedule Toggle without Card Lockout
 - d. Schedule Toggle with Card Lockout and Exit Delay
 - e. Schedule Toggle with Card Lockout, Entry and Exit Delay

Site Management Reports

- 1. The system shall furnish the system user with the capability of transposing site information and activity recorded by the database into one of the following report types:
 - a. Transaction Report summarizes user-filtered access control system activity and events
 - b. System Log Report summarizes system user activity
 - c. Cumulative Hours Report lists when credential holders entered and exited access portals and summarizes the total IN time providing a controlled enter/exit environment exists with in and out readers
 - d. Door Access Granted Summary Report summarizes access granted transactions that occurred at each door during a framed time period
 - e. Active/Expired Credential Report summarizes credentials assigned with a temporary date range that will become active or will expire during the requested report period
 - f. Unused Since Credential Report summarizes inactive credential holders within a given period of time
 - g. People In/Out Report allows viewing the current status of all or selected credential holders at the specified site
 - h. Deleted People Reports provides a summary of persons whose records were deleted in the access control software
 - i. Group Status Report summarizes active and inactive groups
 - j. Visit Report summaries various aspects of visitor activity
 - k. Site Setup Report user-input summary of access control system information and settings
 - 1. Person Reader Access Report summarizes individual credential holder's access levels at each door
 - m. Reader Access Report summarizes group access levels at door control unit readers
 - n. People Information Report produces a summary for all or selected person records
 - o. Visitor Information Report provides a list of all persons designated as visitors with selectable report details
 - p. Holiday Reports summarizes holiday dates and associated system details
- 2. The system shall furnish the system user with the ability to filter reports based on specifying relevant field criteria.
- 3. In the case of Transaction Reports, the system shall be capable of allowing a system user to automatically schedule the system software to self-generate a formatted report. The system shall further provide a mechanism to automatically send the report as a PDF attachment to a specified email address.
- 4. To allow reports to be distributed to non-system users, the system software shall have the ability to save reports in the following formats:
 - a. Acrobat® PDF file
 - b. CSV (Comma Separated Value) file
 - c. Excel 97-2003 file
 - d. RTF (Rich Text Format) file
 - e. TIFF file
 - f. Web Archive (MHTML) file

g. The system shall provide the system user with a report viewer to examine the results of the specified report request.

Printing Reports

- 1. The system shall provide the system user with the ability to print a report from the report viewer interface screen.
- 2. The system shall allow the system user to direct a print request to the printer interfaced with the Windows® operating system. The report shall be fully formatted complete with report name, headings, page numbers, time and date, and site name.
- 3. The system shall be capable, where the appropriate computer configuration allows, of selecting network printers.

Online Transactions

- 1. The system shall provide the capability for a system user to view site transactions as each event occurs for enhanced facility observation and security. The system user shall have the option of viewing multiple online transaction windows simultaneously.
- 2. The system shall allow a system user to view online transactions for remote sites in different time zones in real time.
- 3. The system shall provide the capability to show on-file images in the online transaction screen on credential holder related transactions.

Software Connections

The software shall provide the means to list all servers, system users, and associated access control applications currently operating on the system.

System Communication & ACU Interrogation

The system shall use a communication application to direct communication between the system database and the access control units. The communication application shall have the following attributes for robust and flexible system communication:

- 1. The communication application shall be configured as a WindowsTM service and run automatically with nominal system user intervention.
- 2. The communication application shall be designed to regulate data flow sending system user updates/commands and retrieving transactions to and from all access control units from all sites.
- 3. The communication application shall be designed for automatic start-up such that no system user action shall be required on the initial installation or when a server or workstation is re-booted.

Reverse Network Communication

- 1. The system shall provide an optional communication application referred to as "reverse network communication" whereby the ACU initiates communication with the communication application installed on a server located at a host site or centrally managed facility.
- 2. Reverse network communication shall be compatible to operate over a network (TCP/IP), corporate intranet, or the Internet.
- 3. Reverse network communication shall use specialized communication hardware that employs AES Rijndael 256-bit encryption technology for secure data transmission over the Internet.
- 4. Reverse network communication shall employ Dynamic Host Communication Protocol (DHCP) at the access control unit to communicate with system servers eliminating associated static IP address costs and IT management and oversight.

Database Management

- 1. The system shall provide a dedicated internal Microsoft SQL Server 2012 database which shall retain all input data, performed tasks, and site activity including alarms.
- 2. The system database storage capacity shall be limited only by the hard disk capacity of the server or the limitation of the Microsoft SQL Server 2012 database. Microsoft SQL Server 2012 database supports 10 gigabytes of data storage.
- 3. The system database information shall be distributed among the ACUs as well as stored on the server.
- 4. The system shall advise system users when the database has reached 90% of its maximum allowable size.
- 5. The system shall have the provision to automatically upload to the ACUs added, edited, or deleted database information without system user intervention.
- 6. The system shall provide the capability to perform database uploads to the ACUs on demand.
- 7. The system shall provide the facility for regularly scheduled automatic database backups ensuring all site information is protected in a backup file. During the backup of the database file, the system shall continue to function with on-going data collection.
- 8. The system shall provide the option to purge older user-selected transactions based on date parameters from the database file. The system shall further provide the option of viewing in CSV format the daily transaction count back to the last date of transactions in the database.
- 9. Database files can be backed up at another server location or onto another medium such as a writable DVD.
- 10. The contents of the database shall be available to system users for retrieving site information in user-defined reports.

CCTV and Video Management System

- 1. The system shall provide an optional CCTV license to integrate a closed-circuit camera system within the access control system. The camera system shall not be proprietary to the access control system.
- 2. The system shall interface with compatible NVR models from select manufacturers.
- 3. The CCTV license shall provide the system user with the ability to access and open the NVR interface for live monitoring and setting camera commands.
- 4. The system user shall have the ability to retrieve historical video from past alarm events.

Photobadge Template Editor

The system shall have an integrated photo ID badge utility providing the following functions:

- 1. Create photo ID badge templates
 - a. The photo ID badge editor shall provide a suite of tools to draw, arrange and place objects, import images, edit text, insert photos, add barcodes, and insert database fields for creating ID badge templates.
 - b. The photo ID badge editor shall offer the system user a selection of industry-standard card sizes for accurate template dimensions.
 - c. The photobadge editor shall offer a library of industry-standard barcode types with a set of formatting options.
- 2. Attach photos to credential records & interface with card printers
 - a. The application shall allow an image to be displayed when viewing credential holder records for enhanced photo identification.
 - b. The system shall provide for importing images and attaching the image to a credential record.
 - c. The system shall provide an image editor with a suite of tools for image cropping and touch-ups when importing the image into a record.
 - d. The system shall have the ability to capture a photo from a supported optional USB camera.
 - e. The application shall have the ability to interface with single-sided or double-sided card printers for printing photo ID badges.
- 3. Verify an image with an actual credential holder on a credential transaction
 - a. When a credential is presented at a reader, the system shall have a selectable option allowing a system user to compare an on-file image displayed on-screen with the actual credential holder for visual verification.

Active Map Template Editor

The system shall have an integrated active map template editor application providing the following functions:

1. Create floor plans

- a. The map editor shall provide a suite of tools to draw objects, import images, edit text, as well as strategically place icons that represent doors, inputs, outputs, and CCTV cameras which are interactive when the map is displayed in the Client software.
- b. The map editor shall allow importing, in a compatible image file format, drawings of floor plans.

2. Map Interaction

- a. The active mapping component shall have full access to and complete interaction with the system database.
- b. The system shall provide the means of manually opening a map from a specific access control interface screen for device location.
- c. Maps shall be updated in real-time.
- d. The active mapping application shall be capable of automatically indicating, with an on-screen icon, when a credential is presented at a door.
- e. The active mapping application shall have the ability to program a floor map to open automatically when an assigned device or transaction occurs. A door or device that has gone into alarm shall be highlighted on the map so security personnel may determine the source of the alarm.
- f. The active mapping application shall be interactive and provide manual overrides for doors and inputs from open floor maps.

Software Development Kit (SDK)

The system shall interface with an optional software development kit allowing a third-party application to manipulate underlying access control software program functions.

Visitor Management

- 1. The system shall have an integrated visitor management component which shall be capable of scheduling and tracking visitor appointments. Visitors and appointments shall be recorded and retrievable from the system database for centralized visitor management.
- 2. The visitor management component shall have the facility of creating and retaining individual visitor files.
- 3. The visitor management component shall have the ability to scan a business card or ID card, such as a driver's license, to populate personal information fields on the visitor record providing an optional compatible scanner is interfaced with the system software. An image of the card shall be retained in the database.
- 4. The visitor management component shall be capable of scheduling visitor appointments, citing dates and times, contacts, and visit status. The component shall further record all visits to the database for a historical archive.
- 5. The visitor management component shall have facilities to interact with the access control system whereby visitors may be issued credentials for independent entry at designated reader-controlled doors or elevator floors.
- 6. The visitor management component shall have the ability of e-mailing a message to an internal contact advising when a visitor has arrived.

7. The visitor management component shall be capable of printing visitor badges when interfaced a with Windows® compatible card printer.

Intrusion Panel Integration Module

- 1. The system shall offer an optional intrusion panel software module that integrates with compatible burglar alarm panels. The system software shall act as a virtual intrusion panel keypad.
- 2. With the optional intrusion panel software module, the system shall be capable of monitoring the status of zones and partitions.
- 3. The module shall be capable of allowing a system user to manually arm or disarm individual partitions or configure target readers for remote arming and disarming of partitions.
- 4. The system shall also provide a mechanism to insert icons representing alarm partitions on an "active map" for real-time monitoring with manual arming and disarming overrides.

Remote Internet/Intranet Access

- 1. The system shall provide an optional Internet/Intranet access application that allows remote connectivity for managing select access control system functions.
- 2. The optional Internet/Intranet application shall have user ID and password authentication for secure log on.
- 3. The optional Internet/Intranet application shall include the following functions:
 - a. Add, edit, or delete people records
 - b. Show or modify door group and elevator group access levels
 - c. Create, edit, or delete schedules
 - d. View the current status or manually lock/unlock/pulse system-controlled doors
 - e. View the current status or manually secure/de-secure system-controlled elevator floors
 - f. View online system activity
 - g. Format and produce transaction reports
 - h. Schedule and update visit appointments
- 4. The optional Internet/Intranet application shall be programmed with an automatic logout function. After a lapsed time of mouse or keystroke inactivity, the application automatically logs the user out to protect the site from potential unauthorized user activity.

Active Directory

The system shall offer an optional license that integrates with MS Windows Active Directory and shall be capable of the following functions:

- 1. The system's people records shall be automatically updated from changes made in MS Active Directory.
- 2. The system shall be able to use Windows domain or local password login authentication.

Help

- 1. The system shall offer a built-in help facility that provides system users with assistance on setting up and operating the access control software. The help shall be accessible by pressing the F1 key from any interface screen.
- 2. The help shall have a directory page with links to topics that outline setting up a site for system users who are unfamiliar with access control.

CONTROL UNIT TECHNICAL SPECIFICATIONS

Control Unit Configuration

- 1. The system shall be comprised of access control unit(s) to regulate and monitor door access and monitor inputs and/or elevator control units to regulate and monitor elevator floor access.
- 2. The access control units shall have dual on-board processors for robust performance such that during uploading and downloading of data the system operates at peak efficiencies.
- 3. The standard access control units shall be capable of storing up to 45,000 credential holder records.
 - a. The system shall be capable of integrating with an optional M-series control unit with expanded memory which can store up to 90,000 credential holder records.
- 4. All ACUs shall have fully distributed and fully intelligent data processing and shall be capable of rendering all decisions independently. Further, if the system goes off-line, the ACUs will continue to function at 100% operability without resorting to a de-graded mode of operation.
- 5. Access control units shall be capable of retaining the last six thousand (6,000) events in memory such that, in the event of disrupted communication, those transactions captured during an off-line period shall be transmitted to the database server when communication is restored.
- 6. Database information required for full functioning of each reader shall be distributed to reside in the non-volatile memory of the ACU.
- 7. The control unit shall store proprietary software and program logic in read only memory (PROM).
- 8. The access control units shall be capable of accepting other Wiegand protocols.
- 9. The access control unit shall match the credential number against the internal number with no cross-referencing.
- 10. The control boards shall have a protective metal cover to safeguard the circuit board's vital components and ensure extended board longevity.
- 11. The control board shall have system and communication LEDs. The LEDs shall be readily identified and visible providing technicians with a valuable diagnostics resource when installing and servicing the controller.

- 12. The door control boards, and the elevator control boards shall be available in the following configurations.
 - a. Door control boards 1, 2, 4, & 8 portal configurations
 - The door control board with the single (1) portal configuration shall be a stand-alone unit and have the following additional features:
 - Has a built-in on-board Ethernet module (IEEE 802.3af) configurable for encrypted and non-encrypted communication.
 - Capable of operating with Power over Ethernet (PoE) via the on-board Ethernet module (680 mA @ 12 VDC) or from an independent 12 VDC power supply.
 - Supports DHCP
 - b. Wireless lock door control board 8-portal configuration shall be a stand-alone unit with the following condition:
 - The wireless lock door control unit shall provide integration with select manufacturer's interface modules/wireless locks
 - c. Elevator control boards 1 & 2 cab configurations

Operating Voltages

- 1. The transformers shall be Class II 16VAC 40VA or 16.5VAC 37VA.
- 2. The internal power supply shall be 13.5 VDC @ 1.2 amps.
- 3. The backup battery shall be 12VDC 7 amp/hr.

Operating Environment

- 1. The control units shall operate within the following environmental conditions:
 - a. Fahrenheit: 32⁰ to 120⁰
 - b. Celsius: 0^0 to 49^0
 - c. Humidity: 0% to 90% R.H., non-condensing

Relay Outputs

The relay outputs shall be Form C contacts rated at 24VAC – 10 Amps, 30VDC – 5 Amps maximum.

Control Unit Enclosure

- 1. The control unit enclosure shall be a single locking box CEMA/NEMA Type 1.
- 2. The dimensions of the enclosure shall be as follows:
 - Imperial Height 20 in. x Width 16 in. x Depth 5 1/2 in.
 - Metric Height 50.8 cm x Width 40.64 cm x Depth 13.97 cm
- 3. The control unit enclosure shall be equipped with a tamper switch such that it may be connected to an auxiliary input for alarm monitoring in the event the unit is opened without authorization.

Installation

1. Installation shall comply with all other relevant sections.

- 2. The system shall be installed in accordance with manufacturer specifications and installation guidelines.
- 3. All testing and programming shall be done by an Aurora Certified technician.

Testing and Certification

- 1. The access control system and its subsidiary components/integrated systems shall be tested in accordance with the following parameters:
 - a. All testing and certification shall be executed by the Contractor's certified Arora technician. If the County discovers that the Contractor does not have a certified Arora technician doing the testing and certification, then the contract will be terminated.
 - b. Certifications of technicians working on the system are required to be submitted with the response as per the Required Documents Checklist.

MAINTENANCE AND REPAIR AGREEMENTS

- 1. The Contractor shall have an ongoing agreement with the County for the maintenance and repair of the system equipment. The priced schedule price shall include the cost of maintenance for a period of 12 months after system installation. Requirements for maintenance schedules, documentation, and tasks shall be discussed with the awarded vendor.
- 2. The Contractor agrees to arrange all software licenses as stipulated by the supplier. The Contractor also agrees to purchase appropriate software maintenance agreements for full support and maintenance of all system software as available from the supplier. The price of all software licenses and maintenance agreements shall be included in the price schedule.
- 3. Where the Contractor plans to sub-contract any portion of the maintenance contract, he shall indicate the items affected and the names of the sub-contractors.
- 4. The Contractor agrees to maintain, repair, and provide warranty on the existing system.
- 5. Contractor shall perform new installation and /or repair equipment to ensure that the systems are in good working order.
- 6. At subsequent service calls, the Contractor's representative shall perform adjustments, inspections, and repairs as needed and determined thorough system testing.
- 7. Repairs, replacements, modifications, and installations not covered under the basic scope of work must receive prior authorization from the Facilities Management Department.
- 8. Vandalism or damage to equipment that is not the result of wear and tear or an act of nature will be billable to DeKalb County Facilities Management Department. Repair or replacement of obsolete systems remains the responsibility of the Contractor and are subject to binding estimates approved in advance and in writing by the County

EXPERIENCE:

To be considered for this contract, Bidder(s) shall be certified and have a minimum of three (3) years of experience in the installation, inspection, maintenance, testing and repair of Keyscan systems and shall

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furnish references and proof of competency from past jobs (See Reference and Release form, page 53). Only Bidder(s) who, in the opinion of the County, are sufficiently experienced with the bid requirements listed, and are reputable, and who have an established business facility with labor force sufficient to satisfactorily perform the required work to completion, will be considered.

Locations to be Serviced:

- o 4309 Memorial Drive DeKalb County Juvenile Court
- 1745 Phillips Road Redan Recreation
- o 4425 Memorial Drive DeKalb County Jail
- o 3508 Covington Highway
- o 7501 Rockland Road Honey Creek
- o 799 Camp Road Welding Shop
- o 3486 Covington Road Community Development
- o 30 Warren Street, NE DFCS Satellite Office
- o 4664 Flat Bridge Road Pole Bridge Creek
- o 3393 Malone Drive North Senior Center
- o 4380 Memorial Drive Facilities
- o 1807 Candler Road Code Enforcement
- o 4572 Memorial Drive Roadhaven Administration
- o 4124 Flakes Mill Road Snapfinger (Watershed)
- o Chamblee Dunwoody Road Animal Shelter
- o 1580 Roadhaven Drive Roadhaven (Watershed)
- o 23 Warren St., SE Kirkwood Mental Health Center
- o 3181 Rainbow Drive Porter Sanford Art Center
- o 25 Warren Street Atlanta Senior Center
- o 2842 H F Shepherd Drive South Precinct
- o 2484 Bruce Street Lithonia Police Precinct
- o 5350 Memorial Drive Fleet Maintenance
- o 5339 Chamblee Dunwoody Road Dunwoody Branch Library
- o 2929 Turner Hill Road Stonecrest Mall Police Substation)
- o 3630 Camp Circle Robert T. Burgess Building
- o 3720 Leroy Scott Drive Central Transfer Station
- o 4309 Memorial Drive Juvenile Court
- o 1931 Candler Road South Senior Center
- o 320 Church Street Public Defender's Office
- o 1346 McConnell Drive Central Senior Center
- o 1960 West Exchange Place Police Department
- o 1950 West Exchange Place West Exchange Gate #2
- o 3629 Camp Way Employee Parking
- o 556 N McDonough Street District Attorney's Office / Courthouse
- o 2522 McAfee Road Fire Station 26
- o 4380 Memorial Drive Memorial Drive Office Park

- o 1300 Commerce Drive Maloof Administration Building
- 3550 Kensington Road County Medical Examiner
- o 2484 Bruce Street Senior Center
- o 1950 West Exchange Place Family Protection Center West Exchange
- o 3262 Glendale Road Hamilton Center
- 4451 Lawrenceville Highway Tucker Police Precinct
- o 4250 Holcomb Bridge Road Water Treatment River Site
- o 2538 Panola Road Lou Walker Senior Center
- o 4830 Winters Chapel Road Watershed (Scott Candler)
- o 3720 Leroy Scott Drive Public Works Sanitation
- o 774 Jordan Lane DeKalb Workforce
- 727 Camp Road Roads and Drainage
- o 4380 Memorial Drive Tax Commissioner
- o 4415 Memorial Drive Sheriff's Office
- o 330 W. Ponce DeLeon Avenue Clark Harrison Building
- o 7298 Camp Road
- o 4540 Flakes Mill

SPECIAL INSTRUCTIONS & REQUIREMENTS:

<u>NOTE 1</u>: The bidder shall not use alternatives or substitutes unless equal to or superior to the originally specified equipment and that the purchaser has expressly agreed to accept said substitutions.

NOTE 2: Only companies with local inventories of parts, components, materials, and local service personnel will be considered. All bidders must complete and submit the Reference and Release form (see Page 24).

NOTE 3: Contractor shall conduct the work in such manner as to minimize disruption of DeKalb County operations.

NOTE 4: DeKalb County observes the following holidays: Martin Luther King Jr Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Eve and Thanksgiving Day; Christmas Day.

<u>NOTE 5</u>: **INDUSTRY REFERENCES:** The system shall comply with the standards, codes and regulations of the following regulatory bodies:

Underwriters Laboratories (UL) Std No. 294 – Access Control System Units

Canadian Standards Association (CSA) Std C22.2 No. 205-M1983 - Signal Equipment

CE (Conformité Européene) Standards

EN (European Union) 55022 RF (Radio Frequency) Emissions

EN 55024 RF Immunity

EN 60950-1 Equipment Safety

FCC (Federal Communications Commission) Subpart B – RF Emissions

Industry Canada ICES (Interference-Causing Equipment Standards) 003 Emissions

RoHS (Restriction of Hazardous Substances Directive)

NOTE 6: DEFINITIONS AND ACRONYMS:

Credential holder – an individual of record issued with a valid credential, such as a token or card, and is authorized access at assigned system-controlled entry portals.

System User – an individual of record with a valid user ID and password authorized to administrate the access control system.

Credential – a card, token, PINH, biometric characteristic, or other device that is presented at a reader by a credential holder for gaining access at a system-controlled entry portal.

Portal – point of access such as a door, gate or other barrier that is controlled and monitored by an access control unit.

ACU – access control unit.

TCP/IP – transmission control protocol/internet protocol.

USB – universal serial bus.

CCTV - closed circuit television

LAN/WAN – local area network/wide area network

NVR – network video recorder

SQL – structured query language

PRICE SCHEDULE

***PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE. ***

ITEM NO.	COMMODITIES OR SERVICES	AMOUNT
1	Regular Hourly rates for installation, programming, replacement, and repair. (Mon - Friday 7:30am to 5:00 pm)	\$ /per hour
2	Overtime Hourly Rates for emergency services directed by the County	\$ /per hour .
3	Holiday Hourly Rates for installation programming, replacement, and repair	\$ /per hour .
4	Mark-up percentage for parts components and materials.	%
5	Regular service trip charge (fixed rate)	\$/ per trip
6	Overtime, Weekend, and Holiday Service Trip charge fixed rate	\$/ per trip
7	Replace Card Access Panels:	
	A) CA250	\$
	B) CA4500	\$
	C) CA8500	\$
	D) EC1500	\$
	E) EC2500	\$
8	Troubleshoot and resolve software application problems, and connect all hardware to application via network and insure accurate operational	\$
9	Replace communications board. NETCOM2P	\$
10	Install new or replace Card Readers	\$
11	Install new or replace various types of door mag locks (sliding glass doors, double doors, etc.).	\$
12	Replace Release Buttons	\$

13	Replace power supply	\$
14	Replace Batteries PWPS1270	\$
15	Replace wiring	\$
16	One (1) day of formal, hands-on training for each newly installed system.	\$
	PREVENTATIVE MAINTENANCE	
	NOTE: PM Services to be provided 2x/year	ANNUAL COST
17	PM on a 2-door Access Control Panel System	\$
18	PM on a 2-door Card Reader	\$
19	PM on a 2-door Locking Power Supply	\$
20	PM on a 2-door Access Control Server	\$
21	PM on a 4-door system Access Control Panel System and all systems	\$
22	PM on a 4-door Card Reader	\$
23	PM on a 4-door Locking Power Supply	\$
24	PM on a 4-door Access Control Server	\$
25	PM on an 8-door system Access Control Panel System and all systems	\$
26	PM on an 8-door Card Reader	\$
27	PM on an 8-door Locking Power Supply	\$
28	PM on an 8-door Access Control Server	\$
	TOTAL PREVENTATIVE MAINTENANCE:	\$

****END OF PRICE SCHEDULE****

BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

Name of Business Entity Submitting Bid	Print Name and Title of Authorized Signer
Business Entity Street Address	Authorized Signature
Business Entity City, State and Zip Code	Contact Person's Phone Number
Business Entity County	Contact Person's E-mail Address
Bidder acknowledges addendum(s): No	o. 1, No. 2, No. 3 (If Applicable)(Initial)
• Bidder acknowledges that this bid is value the bid opening date.	id for 90 days from and including(Initial)
Bidder acknowledges that bid meets or each Any deviation from minimum specificate by bidder as to how the bid does not meet a second seco	tions must be explained, in detail,
Bidder acknowledgement of Revisions to	o the above Terms and Conditions:
 No revisions 	(Initial)
• There are revisions and they a	are included with the bid submittal (Initial)

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not be complete and will be subject to rejection.

THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

Bidder shall complete and submit the following documents with their bid:

Bid Page No.	Title	Check This Box If Included With Bid
50	Bid Acknowledgement Form*	
51	Required Documents Checklist	
52	Contractor Reference and Release Form*	
53	Subcontractor Reference and Release Form, if applicable**	
55	Contractor Affidavit*	
56	Subcontractor Affidavit, if applicable**	
57-65	LSBE - Exhibits A and/or B of Attachment G*	
66	First Source Jobs Acknowledgement Form	
67	New Employee Tracking Form	

Valid Aurora Certification(s)*	

Bidder shall also submit a **copy** of the following required documents with the bid:

I, the undersigned, acknowledge that I have include	d the requested documents as listed above.
Printed Name	Signature

^{*}If these mandatory forms are not completed and submitted with the bid, the bidder will be deemed non-responsive.

^{**}These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the bid. Failure to submit these forms, if applicable, will result in the bidder being deemed non-responsive.

ATTACHMENT B

CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation i.e. Vendor must have and demonstrate a minimum of three (3) years of experience in the installation, inspection, maintenance, testing and repair of Keyscan systems.

Company Name	Contract Perio	od		
Contact Person Name and Title	Telephone Number (include area code)			
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number (Fax Number (include area code)		
Project Name and Description				
Company Name	Contract Perio	od		
Contact Person Name and Title	Telephone Nu	ımber (inc	clude area code)	
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number (include ar	rea code)	
Project Name and Description				
Company Name	Contract Perio	od		
Contact Person Name and Title	Telephone Nu	ımber (inc	clude area code)	
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number (include ar	rea code)	
Project Name and Description				
REFERENCE CHECK REL	LEASE STATE	MENT		
You are authorized to contact the references provide	led above for pur	poses of th	nis ITB.	
Signed(Authorized Signature of Bidder)	Title			

Company Name _____

Date ____

ATTACHMENT C

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify the LSBE subcontractor's experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract P	Contract Period		
Contact Person Name and Title	Telephone	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	er (include a	rea code)	
Project Name and Description				
Company Name	Contract P	eriod		
Contact Person Name and Title	Telephone	Number (in	clude area code)	
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	er (include a	rea code)	
Project Name and Description				
Company Name	Contract P	eriod		
Contact Person Name and Title	Telephone	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Numb	er (include a	rea code)	
Project Name and Description				
REFERENCE CH	ECK RELEASE STA	TEMENT		
You are authorized to contact the refere	nces provided above for	purposes of the	his ITB.	
Signed(Authorized Signature of LSB	Title			
Company Name	Т	late		

ATTACHMENT D

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions: ¹
 - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
 - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
 - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contactor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

¹ O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

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 the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY: Authorized Officer or Agent (Bidder's Name)	Federal Work Authorization Enrollment Date
Title of Authorized Officer or Agent of Bidder	Identification Number
Printed Name of Authorized Officer or Agent	-
Address (* do not include a post office box)	_
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF	, 20
Notary Public	
My Commission Expires:	

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned vertices amended, stating affirmatively that the individual, first performance of services under a contract with behalf of DEKALB COUNTY, GA, a political subdivist participating in a federal work authorization program* [a programs operated by the United States Department of authorization program operated by the United States Deforment of newly hired employees, pursuant to the Immigration I in accordance with the applicability provisions and deadl The affiant agrees to continue to use the federal work authorization affiant agrees to continue to use the federal work authorization affiant agrees to continue to use the federal work authorization affiant agrees to continue to use the federal work authorization affiant agrees to continue to use the federal work authorization affiant agrees to continue to use the federal work authorization affiant agrees to continue to use the federal work authorization affiant agrees to continue to use the federal work authorization agrees to continue to use the federal work authorization affia and the federal work authorization affia and the federal work authorization and the fede	name of contractor) on ion of the State of Georgia, has registered with and is my of the electronic verification of work authorization f Homeland Security or any equivalent federal work partment of Homeland Security to verify information Reform and Control Act of 1986 (IRCA), P.L. 99-603, ines established in O.C.G.A. § 13-10-91, as amended].
BY: Authorized Officer or Agent (Bidder's Name)	Federal Work Authorization Enrollment Date
Title of Authorized Officer or Agent of Bidder	Identification Number
Printed Name of Authorized Officer or Agent	_
Address (* do not include a post office box)	_
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF	_, 20
Notary Public My Commission Expires:	

ATTACHMENT G

DEKALB FIRST LSBE INFORMATION WITH EXHIBITS A – B

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Percentage of LSBE Participation Required	
20% of Total Award	

Certification Designation	Request For Proposals
	(RFP)
LSBE Within DeKalb (LSBE-	Ten (10) Preference
DeKalb)	Points
LSBE Outside DeKalb (LSBE-	Five (5) Preference Points
MSA)	
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose <u>not</u> to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found https://www.dekalbcountyga.gov/purchasing or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT A

SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

As s	pecified, Bidders and Proposers are to present the de	tails of LSBE participation below:			
PRI	ME BIDDER/PROPOSER				
SOL	ICITATION NUMBER: <u>ITB 21-101439</u>				
	LE OF UNIT OF WORK - <u>CARD ACCESS (KEY</u>) OREPAIR (Annual Contract with 2 Options to Rene				
1.	My firm, as the prime bidder/proposer on this uniLSBE-DeKalbLSBE-MSA	t of work, is a certified (check all that apply):			
2.	If you are a Certified LSBE-DeKalb or MSA, ple firm will carry out directly:	ase indicate below the percentage of that your			
3.	If the prime bidder/proposer is a joint venture, ple and level of work and percentage of participatio joint venture firm.	· · · · · · · · · · · · · · · · · · ·			
4.	List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as "Exhibit B".				
	Name of Company				
	Address				
	Telephone				
	Fax				
	Contact Person				
	Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA				
	Description of services to be performed				
	Percentage of work to be performed				
	Name of Company				
	Address				
	Telephone				

Fax	
Contact Person	
Indicate certification status and attach proof	
of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	
Name of Company	
Address	
T. 1. 1	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof	
of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	
Name of Company	
Address	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof	
of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
D	
Percentage of work to be performed	
Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof	
of certification:	
LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D DEKALB COUNTY CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

		participation percentage shall be due with the bid or prop documents.	
8.		Other Actions, to include Mentor/Protégé commitment	for
		solicitations \$5M and above (specify):	
Please	explain all "no" answers a	above (by number):	
•			

-		

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, DeKalbFirstLSBE@dekalbcountyga.gov.

EXHIBIT A, CONT'D

DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF PARTICIPATION OPPORTUNITY TRACKING FORM

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned

further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):	
Firm's Officer:	
(Authorized Signature and Title Required)	Date
Sworn to and Subscribed to before me this day of	, 201
Notary Public My Commission Expires:	

EXHIBIT B

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR PROVIDING MATERIALS OR SERVICES

Instructions:		
 Complete the form in its entirety and su Attach a copy of the LSBE's current va 		
To:(Name of Prime Contractor Firm)		
From:(Name of Subcontractor Firm)	□ LSBE –DeKalb □ I (Check all that apply)	LSBE –MSA
ITB Number: 21-101439		
Project Name: CARD ACCESS (KEY SO REPAIR (ANNUAL CONTRACT WITH 2) The undersigned subcontractor is prepared materials or services in connection with the materials, or services to be performed or pr	2 OPTIONS TO RENEW) to perform the following described work of above project (specify in detail particular	r provide
Description of Materials or Services	Project/Task Assignment	% of Contract Award
Prime Contractor	Sub-contractor	
Signature:	Signature:	

Title:_____ Title:_____

Date: ______



DeKalb County FIRST SOURCE JOBS ORDINANCE INFORMATION (WITH EXHIBITS 1 – 4)

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll register on monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

fkadkins@dekalbcountyga.gov

Contractor or Beneficiary Name (Signature)
Contractor or Beneficiary Name (Printed)
Title
Telephone
Email
Name of Business
Please answer the following questions:
1. How many job openings do you anticipate filling related to this contract?
 How many incumbents/existing employees will retain jobs due to this contract? DeKalb Residents: Non-DeKalb Residents:
3. How many work hours per week constitutes Full Time employment?
Please return this form to WorkSource DeKalb. (404)687-3900 or email t

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.

DeKalb WORK



FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder		
Address		
E-Mail		
Phone Number		
Fax Number		
Do you anticipate hiring from the Firs	t Source Candidate Registry? Y or N ((Circle one)
If so, the approximate number of employ	vees you anticipate hiring:	
Type of Position(s) you anticipate hiring: (List position title, one position per line)	The number you anticipate hiring:	Timeline
Attach job description per job title:		

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.



FIRST SOURCE JOBS ORDINANCE INFORMATION EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Please complete this form for <u>each</u> position that you have available.

DATE:	FEDERAL TAX ID:
COMPANY NAME:	WEBSITE:
ADDRESS:	
(WORKSITE ADDRESS IF DIFFERENT):	
CONTACT NAME:	TITLE:
CONTACT E-MAIL ADDRESS:	CONTACT PHONE:
Are you a private employment agency or staffing ag	gency?
JOB DESCRIPTION: (Please include a copy of the J	ob Description)
POSITION TITLE:	
NUMBER OF POSITIONS AVAILABLE:	TARGET START DATE:
WEEKLY WORK HOURS: 20-30 hours	30-40 hours
SALARY RATE (OR RANGE): PERM	_ SPECIFIC WORK SCHEDULE: PERM
PUBLIC TRANSPORTATION ACCESSIBILITY:	YES NO NO
SCREENINGS ARE REQUIRED: YES NO NEW YES NO NEW YES NO NEW YES NO NEW YES NO NEW YES NEW YE	O SELECT ALL THAT APPLY: BACKGROUND OTHER
HOW TO APPLY:	
Please return form to: jbblack@dekalbcounty;	
DO NOT WRITE BELOW THIS LINE - TO) BE COMPLETED BY WORKSOURCE DEKALB ONLY
	SYSTEM
TYPE: First Source Direct Hire	Work Experience (WEX) ENTRY DATE:
ASSIGNED TO:	DATE:

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.

FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 4

EMPLOYMENT ROSTER DeKalb County

Contrac	Contract Number:								
Project Name:									
Contrac	Contractor:				Date:				
Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency	

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