



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**STATEWIDE CONTRACT SWC 99999-SPD-  
SPD0000210-0006 AUDIOVISUAL EQUIPMENT  
AND RELATED SERVICES**

**For**

**DEPARTMENT OF INFORMATION TECHNOLOGY**

## **Contract Agreement**

This Agreement to utilize Statewide Contract #99999-SPD-SPD0000210-0006 for the Department of Information Technology is made and entered into by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “County” and **AVI-SPL, LLC**, hereinafter referred to as “AVI” or “Consultant”, authorized to transact business in the State of Georgia.

## **Contract Documents**

County and Vendor agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Terms and Conditions of #99999-SPD-SPD0000210-0006
- III. Attachment A – Scope of Work
- IV. Attachment B – Compensation
- V. Attachment C – Certificate of Insurance
- VI. Attachment D – Georgia Security and Immigration Affidavit Agreement

This Agreement was approved by the Fulton County Board of Commissioners on March 20, 2024, BOC Item # 24-0200.

## **Contract Term**

The contract will commence upon BOC approval through December 31, 2024.

## **Compensation**

Services provided under Attachment A shall be compensated in an amount not to exceed \$1,350,000.00 (One Million, Three Hundred Fifty Thousand Dollars, and Zero Cents).

## **Indemnification**

AVI shall, to the fullest extent permit by law, indemnify the County and protect defend, indemnity and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any firm or subcontractor; or anyone for whose acts any of them may be liable in the performance of the Contract Services;

- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Contractor in the performance of Contract services; or
- c) Liens, claims or actions made by the Contractor or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or its subcontractor(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit acts, or any statutory bar or insurance. The agreement to hold the County, its officers, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

### **Insurance**

AVI agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of Contract #99999-SPD-SPD0000210-0006. AVI agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

### **Notices**

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By the County to:

Chief Information Technology Officer  
Department of Information Technology  
141 Pryor Street, Suite  
Atlanta, Georgia 30303  
Attn: Kevin Kerrigan  
Email: [kevin.kerrigan@fultoncountyga.gov](mailto:kevin.kerrigan@fultoncountyga.gov)

With a copy to:

Chief Purchasing Agent  
Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Attn: Felicia Strong-Whitaker  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)

And by the County to:

AVI-SPL, LLC.  
2843 Premiere Pkwy; Ste. C  
Duluth, GA 30097  
Telephone: 678-542-2201  
Email: [steve.benjamin@avispl.com](mailto:steve.benjamin@avispl.com)  
Attention: Steve Benjamin, Executive Vice President

**Cooperation with other Consultants**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties.

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

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONSULTANT:

**AVI-SPL, LLC.**

DocuSigned by:

*Steve Benjamin*

FDBA1D8A949044E...

Steve Benjamin  
Executive Vice President

ATTEST:

DocuSigned by:

*Tonya R. Grier*

EEC478C4837648D...

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Denzel Stewart*

EB5745644F80468...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*Kevin Kerrigan*

E03663FAC4B546B...

Kevin Kerrigan, CIO  
Department of Information Technology

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

*Kaye Burchenson*

9A77EFE206AE443...

Notary Public

County: Hillsborough

Commission Expires: 8/1/2024

DocuSigned by:

(Affix Notary Seal)



ITEM#: 24-0200 RCS: 3/20/2024  
**RECESS MEETING**

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_  
**REGULAR MEETING**

# **ATTACHMENT A**

## **SCOPE OF WORK**

## **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

### **1.0 OVERVIEW/ PURPOSE**

Provide products and services for the installation and maintenance of Fulton County audio visual systems. The installations may include installation of products, wiring, cabinetry, electrical and sound systems associated with the audio-visual needs of the various agencies.

The County wishes to maintain consistency in the Audio-Visual systems throughout the County, to allow for IT staff to assist in support, a responding Consultant must respond to all parts of the solicitation. Products and services will be provided by the selected Consultant, on demand, as determined necessary by Fulton County, known hereafter as the County.

The County has requirements for these services that arise on a regular basis to facilitate moves, additions, and changes to its conference rooms, offices and facilities.

Selection does not guarantee that the County will utilize the selected Consultant(s) products and services exclusively. Utilization of any Consultant resources will be at the County's sole discretion based on what is in the best interest of the County.

### **2.0 GENERAL**

Fulton County operates a number of facilities located throughout the County which require audio visual systems for new facilities, upgrades for older systems and repairs and consultation for possible replacement of components and systems. The products and services procured by the County may range in scope from the purchase of simple video conference equipment components to a completely installed "Turn-Key" complex multipoint video conference system with full maintenance and support.

Additional technicians and resources shall be provided upon the specific request of the County for any special projects or jobs for which additional Consultant personnel and/or resources are deemed by the County to be necessary.

The Consultant shall provide, install, terminate, test, and document all hardware necessary to complete a functional system or component fully compliant with the specifications contained in this Agreement. The Consultant shall provide the County with comprehensive documentation on any supplied product and/or service when requested. All wiring services shall be performed in accordance with the current industry standards and governing building construction and electrical codes where applicable.

All services must be performed with a high degree of quality in workmanship and physical appearance. Any facility or structure which is disturbed or modified by the Consultant must be returned by the Consultant to original or better condition.

### **2.1 System Components**

- A. All component prices must include inside delivery to any designated location within Fulton County Georgia.

- B. In the event a specific bid model is discontinued, or the technology improves at the same price point, Consultant may supply a model with same or better specifications at the same or lower price. However, any such model substitutions shall be subject to the advance written approval of Fulton County.
- C. Consultant must agree to sell to Fulton County at the quoted price regardless of actual quantity ordered.
- D. All equipment and components shall be factory new. No used, remanufactured, refurbished, or "re-certified" items are acceptable.

### 3.0 SYSTEM INSTALLATION & SERVICES

System installation will include the placement, setup, and proper power and signal interconnections of all cameras, microphones, mixers, speakers, codecs, monitors, software, and other videoconference system related components. **Note:** Wall mounted AC power outlets as well as RJ45 network drops will be provided by Fulton County where needed.

- A. The Consultant shall provide all labor, hardware, cabling, accessories, and other materials and services required for complete, high-quality, and aesthetically pleasing video conferencing solutions which adhere to commonly accepted industry best practices.
- B. The Consultant shall be responsible for providing project management, engineering design, installation, configuration, testing, turn-up, documentation, customer orientation, and training for all items.
- C. All Consultant installed equipment, including display monitors, cameras, microphones, lighting, and other components shall be integrated into the existing County buildings framework in a manner which complies with all current architectural, safety, security, electrical, and construction standards and codes. **Ceilings, walls, and other building structures which are disturbed or modified during installations must be restored by Consultant to a finished and presentable condition.**
- D. All installation services shall be performed in coordination with designated representative(s) of Fulton County.
- E. A mutually approved time based upon project size, complexity, and equipment lead times will be determined, with the goal to have all system installations completed within 6 to 8 weeks of receiving the order.
- F. When required by the County, Consultant must provide integration of purchased video conferencing systems with existing County equipment and systems.
- G. For example; audio may be required to be integrated with existing sound reinforcement systems in a courtroom environment.
- H. In certain court related installations, the Consultant must also be responsible for the integration of specialized videoconference software installation. (i.e. Microsoft Teams, Zoom, GotoMeeting, or Polycom).
- I. All new systems shall be provided with 3 years of next business day response, on-site maintenance (parts & labor) service Included.
- J. All new systems shall be provided with 3 years of 24X7 telephone or onsite support.



#### 4.0 CONSULTANT QUALIFICATIONS

- A. Consultant must be a Polycom Certified Service Partner and a Polycom Certified Gold or Platinum Level reseller. Manufacturer's letter of authorization, which verifies these certifications, must be attached to bid.
- B. Consultant shall have been regularly engaged in commercial videoconference installation and integration for a minimum of 5 years.
- C. Consultant must have a physical office with installation personnel as well as technical and service personnel located within the Atlanta Georgia metropolitan area.
- D. Consultant must have a dedicated installation staff, with CTS (Designated Audiovisual and Integrated Experience Association (AVIXA™) Certified Technology Specialist) certified technicians dedicated to performing on-site installation and maintenance work.
- E. Consultant must have a CTS-I Certified Supervisor assigned to all Fulton County system installations.
- F. Consultant must employ a CTS-D certified engineer to perform all engineering tasks for Fulton County.

#### 5.0 DAMAGES

The Consultant will be held responsible for any and all damages to portions of the building caused by it, its employees or subcontractors, including, but not limited to:

- 1. **Building** - Damage to any portion of the building caused by the movement of tools, materials or equipment.
- 2. **Workspaces** - Damage to any component of the construction of spaces "turned over" to the Contractor.
- 3. **Electrical Distribution** - Damage to the electrical distribution system and/or other space "turned over" to the Contractor.
- 4. **Systems** - Damage to the electrical, mechanical and/or life safety or other systems caused by inappropriate operation or connections made by the Contractor or other actions of Contractor.
- 5. **Other** - Other damage to the materials, tools and/or equipment of the County, other Contractors, agents, and lessees.

#### 6.0 COMPLETION OF WORK

The Consultant shall install all system components and appurtenances in accordance with the manufacturer's specifications, referenced best practices, guidelines, and applicable codes. Consultant shall furnish all necessary interconnections, services, and adjustments required for a complete and operable systems as specified. Consultant shall be responsible for completely and neatly installing equipment, switches, controls, etc. on/within walls, ceilings, etc.as required. Consultant shall also be responsible for running any cabling used for the purpose of control or signal. The County will provide 120/240VAC power receptacles and Ethernet drops for network access where required.

At the completion of the work, the Consultant shall be restored to its former condition, all aspects of the project site, and shall remove all waste and excess materials, rubbish, debris, tools and equipment resulting from or used in the services provided under this

contract. All clean-up, restoration of walls, ceilings, etc., and removal noted above will be by the Consultant and at no additional cost to the County.

# **ATTACHMENT B**

# **COMPENSATION**

Proposed Projects - AV FY24	Budgetary Estimates
Juvenile Court Security Control Room	\$51,124.99
Auburn Ave Library	\$228,821.77
DA - Special Victims Division Conference Room	\$60,000.00
DA – Move 65-inch display **	\$4,000.00
District Attorney – Grand Jury Room AV Upgrades □	\$60,806.39
District Attorney -- Conference Board Room AV Upgrades	\$124,163.53
District Attorney -- Multipurpose Room	\$110,154.51
Finance – Poly Studio – 4k USB Video Conference System	\$5,000.00
North Annex – Work Source Rooms	\$15,000.00
Arts and Culture	\$57,198.54
Public Works Water Treatment Facilities - Physical Security Installation and upgrades - Water Towers, Substations, Reclamation and pump Stations owned by Fulton County	\$67,413.81
<b>Solicitor General Multipurpose Room</b>	\$5,000.00
2024 Library Project Service Time and Materials	\$15,000.00
<b>HR Main Conference Room</b>	\$58,261.96
<b>Library System Service Maintenance</b>	\$41,455.41
<b>County Manager Conference Room</b>	\$34,085.37
<b>External Affairs Service Renewal</b>	\$12,000.00
<b>Central Library Auditorium Camera System</b>	\$5,600.00
<b>East Point Library AV Deinstall/Reinstall</b>	\$50,000.00
<b>MLK Library AV Refresh</b>	\$41,135.64
<b>Cleveland Avenue Library</b>	\$7,746.47

<b>Superior Court Jury Assembly Room</b>	<b>\$35,816.52</b>
<b>Assembly Hall Maintenance Agreement</b>	<b>\$50,000.00</b>
<b>FC Executive Airport</b>	<b>\$15,750.00</b>
<b>FC Health and Wellness</b>	<b>\$10,500.00</b>
<b>FC IT Dept 8th FI Network Displays</b>	<b>\$8,350.00</b>
<b>FC PD Firing Range_1</b>	<b>\$5,860.00</b>
<b>FC PD Firing Range_2</b>	<b>\$8,450.00</b>
<b>FC IT Dept 8040</b>	<b>\$3,600.00</b>
<b>FC IT Cisco AV All in One Box Sale Equipment</b>	<b>\$2,902.37</b>
<b><i>FC Juvenile Courts _AV</i></b>	<b><i>\$39,802.72</i></b>
<b>Cisco AV Licensing</b>	<b>\$30,000.00</b>
<b>SG CIP Project</b>	<b>\$85,000.00</b>
<b>Total Budgetray Estimate</b>	<b>\$1,350,000.00</b>

Department
Juvenile Court
Liibrary
DA
DA
DA
DA
DA
DREAM
AVI/IT
IT
Public Works
Solicitor General
Library
HR
Library
IT
External Affairs
Library
DREAM
Library
Library

SCA
IT
IT
FCPD
FCPD
IT
IT
<i>Juvenile Court</i>
Solicitor General
Contingency included

**ATTACHMENT C**  
**CERTIFICATE OF INSURANCE**



**ATTACHMENT D**

**GEORGIA SECURITY AND IMMIGRATION  
CONTRACTOR AFFIDAVIT AGREEMENT**

**STATE OF GEORGIA****COUNTY OF FULTON****FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] AVI-SPL LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

431462EEV/Basic Pilot Program\* User Identification Number

[Signature]  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

Executive Vice PresidentTitle of Authorized Officer or Agent of ContractorSteve Benjamin,Printed Name of Authorized Officer or AgentSworn to and subscribed before me this 2nd day of February, 2021Notary Public: Elizabeth CasaleCounty: HillsboroughCommission Expires: 7/21/2024

**Elizabeth Casale**  
Comm. #HH022048  
Expires: July 21, 2024  
Bonded Thru Aaron Notary

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

<sup>2</sup> [Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



# Fulton County

## Legislation Details

**File #:** 24-0200      **Version:** 1      **Name:**  
**Type:** CM Action Item - Open & Responsible Government      **Status:** Passed  
**File created:** 11/2/2023      **In control:** Board of Commissioners  
**On agenda:** 3/20/2024      **Final action:** 3/20/2024  
**Title:** ???Request approval of a statewide contract - Department of Information Technology (FCIT), 99999-SPD-SPD0000210-0006, Audiovisual Equipment and Related Services in the total amount of \$1,350,000.00 with Audiovisual Innovations, Inc. (Duluth, GA) to provide Countywide audio-visual systems, equipment, support, and services to be effective upon BOC approval through December 31, 2024. (APPROVED)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. Exhibit 1 SWC-AVI-Supplier-Information, 2. Vendor Performance, 3. Copy of AV Project List

Date	Ver.	Action By	Action	Result
3/20/2024	1	Board of Commissioners	approve	Pass