



Cherokee County Board of Commissioners
Purchasing Department
1130 Bluffs Parkway, Canton, GA 30114
Phone: (678) 493-6000
Fax: (678) 493-6035

REQUEST FOR PROPOSALS

RFP# 2023-030 Court Rooms Audio and Visual Systems Upgrades

THE PROJECT: The Cherokee County Board of Commissioners Purchasing Department (County) is requesting competitive sealed **proposals** in support of Court Rooms Audio and Visual Systems Upgrades, meeting the specifications and as described herein.

Pre-Qualification and Non-Discloser Agreement:

The County will conduct a site meeting with interested organizations, providing access to locations necessary for the current state of equipment to be understood. Interested parties attending this event shall, provide a brief overview of their experience and qualifications in design and installation of audio and video systems to courtrooms or other secure government agencies and submit executed the Non-Disclosure Agreement included in the solicitation documents to Purchasing@cherokeega.com according to solicitation schedule on page 2 of this document.

Please Note: *Under no circumstances will organizations be permitted to the site visit without submission of the pre-qualifications and execute non-disclosure meeting by scheduled deadline. No Exceptions.*

I. PRE-QUALIFICATION

1. Firm's Information

- a) Local Name, address and telephone Number
- b) Primary Contact for RFP process: name, telephone number and email address
- c) Firm's information to include number of employees, type of business (Inc., LLC, etc.), years in business and executive management team.
- d) Brief overview of firm's experience and qualifications in design and installation of similar systems in municipalities and/or school systems.

2. Non-Disclosure Agreement

- a) Firm must sign and submit NDA agreeing to not share any information gained through the site visit and the RFP process with anyone and agreeing to provide a certificate of destruction of all information, photos, floor plans, etc. upon if not awarded the project. Non-Disclosure Agreement form attached to the end of this document.

All times in the solicitation are local times to Cherokee County, Georgia in the Eastern Time Zone.

This Request for Opportunity Description is one of two documents making up this solicitation. The second document is Cherokee County Standard Solicitation Terms and Conditions, which contains all the standard forms potentially required to accompany a submission. Both of these documents together constitute the entire solicitation at the time of issuance.

The County reserves the right to reject any or all bids/proposals, to waive technicalities and to make a selection and final award as deemed to be in the best interest of the County, including using any form of contract it deems most advantageous to the County.

SCHEDULE:

Issued	May 19,2023
Suggested Site Visit*	May 26,2023 at 10:00 am
Questions Due*	May 29,2023 by 4:00 PM
Answers Due	May 30,2023
Bids/Proposals Due*	June 2,2023 by 9:00AM
Anticipated Award Date	June 06,2023

THE EXPECTED PERIOD OF PERFORMANCE:

The base period of performance is broken down into two areas; Physical Delivery of Product(s) and Service Delivery. This is a function of the Statement of Work (SOW) and/or specification and reflects if there is physical item or items to be delivered and / or delivery of services. An X in the box corresponding to item 1 below, Physical Delivery indicates a physical item or items are to be delivered and an X in the 2. Delivery of Services indicates that Services are to be performed. Either or both may apply to the work contemplated by this solicitation.

Additionally, should there be an X in the box corresponding item 3. Option Grant, then the County requests the right to extend the period of performance beyond the Base Rate as specified.

1. ☐ NO PHYSICAL ITEMS/GOODS ☒ PHYSICAL DELIVERY OF ITEMS/GOODS REQUIRED:

For Physical Delivery solicitations, the period of performance for an award shall begin with either the placement of Purchase Order or the date indicated on the Agreement. All items to be delivered are to be FOB Cherokee County at the address indicated in the solicitation. Performance shall be complete upon final acceptance by the County. Time is of the essence for the delivery of each item specified. Warranty requested as below:

☐ Warranty Term Requested: _____

2. ☐ No SERVICES REQUIRED ☒ PERFORMANCE OF SERVICES:

For Performance of Services solicitations, the period of performance shall begin with the placement of either a Purchase Order or the date of the Agreement unless the Agreement, the SOW or the Solicitation Terms indicate that performance shall begin upon the issuance of a Notice to Proceed (NTP), in which case the NTP would represent the beginning of performance. Term of services requested are as below:

Services Term:

- ☐ One Year
☐ Two Years
☐ Three Years
☒ Other: 6 months from NTP

3. ☒ OPTION GRANT:

This solicitation contains requested options; please see Statement of Work for details.

(BALANCE OF PAGE BLANK)

SUBMITTAL INSTRUCTIONS:

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions that should include the following items (**only items indicated with an “X” in the corresponding boxes are required for this solicitation**):

- ☒ Information and Addenda Acknowledgement Form (Appendix A)
- ☒ Non-Influence and Non-Collusion Affidavit (Appendix B)
- ☒ E-Verify Affidavit (Appendix C)
- ☒ References* (Appendix D)
- ☒ Acceptance of County' Standard Agreement**, as below: (Appendix E)
 - ☒ Professional Services Agreement (Sample provided)
 - ☐ Construction Services Agreement (Sample Provided)
 - ☐ Other:
- ☒ Suspension, Debarment and Litigation Affidavit (Appendix F)
- ☒ SAM registration is required (Appendix F)
- ☒ Contractor's Certification to Install and Pass on Warranties
- ☒ Evidence of/ability to provide Insurance at the limits identified herein, ***
- ☒ Certifications, Licenses or Registrations as required by law and/or as requested
- ☒ Pricing on Proposer's Company Letterhead/
- ☐ Contractor's Qualifications Statement (Appendix J)
- ☒ Any other requirements as requested under the scope of work

Notes:

*The County reserves the right to contact not only those references provided, but may also use previous performance for the County, other contacts it identifies and other sources of information believed to be viable to evaluate capability, viability and performance.

**If Acceptance of County's Standard Agreement is checked, all work/items defined herein are to be quoted according to these requirements. Copies of these agreements can be located at the County's Procurement web page.

***Insurance levels requested are those identified in the County's Standard Agreement, section "I."

****Standard Solicitation Terms Refer to Cherokee County Standard Solicitation Terms and Conditions

EVALUATION CRITERIA:

Bids/Proposals that contain options or additive work above and beyond the base bid will be evaluated financially according to the criteria described in the solicitation. However, should the use of options or additive work proposed exceed the County budget, the County retains its rights to address such situations as described in its Standard Terms for Bid and Proposal Solicitation as well as the right to award based on the base bid only or the base bid plus quoted additive work that is within its budget.

Proposals determined to be Responsive and Responsible will be evaluated on the following criteria:

I. TECHNICAL PROPOSAL – 60 %

1. PREVIOUS EXPERIENCE: Firm will have a minimum of five years designing and installing high quality and proven solutions that meet the needs of the County to provide effective security for both of the applications defined here-in and as determined by the proposing organization based upon a required site visit.

2. PREVIOUS INSTALLATION: Proposals shall identify five locations, preferably in Georgia, where the contracting firm has provided similar design, installation, commissioning, training and maintenance. For each installation, please provide:

- a. Project name and Location
- b. Owner name and current contact information
- c. Chief Security Office name and contact information

3. PROPOSAL: Proposals shall include all requested information as defined in the scope of work "Proposal Submission" section.

4. WARRANTY AND POST-INSTALLATION MAINTENANCE SUPPORT: Proposals shall provide warranty and general reliability information as well as service levels for ongoing support are to be defined.

5. A PROJECT PLAN AND SCHEDULE: Proposals shall contain an implementation/transition plan addressing the major steps necessary for successful implementation including minimum disruption to security operations, training and testing parameters that will ensure full functionality. Awarded firm will coordinate with Sheriff's Office to schedule outage areas. Normal business hours preferred with approved exceptions. The proposal schedules should be realistic and consider current equipment lead-times. Shorter project completion date shall receive higher evaluation scoring.

II. PRICING PROPOSAL – 40%

- a) Pricing shall be submitted for each recommended system ("good, better, best"). Pricing shall be broken down by equipment, installation/labor, freight, etc.

III. REQUIRED FORMS AND DOCUMENTATION

- a) Please refer to checklist on page 4 of this document. Only items identified with an "x" in the corresponding box are required.
- b) This project is funded partially or in whole by federal funds.
- c) References may be contacted should the evaluation team deem them necessary.

Proposals will be scored on the above evaluation criteria. Failure to provide information necessary

to evaluate proposal, may result in a lower scoring proposal.

The County reserves the right to reject the bid of any vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or who upon investigation shows is not in a position to perform the contract.

HOW AND WHERE TO SUBMIT BIDS AND PROPOSALS:

The County has two methods for receiving bids and proposals that are mutually exclusive; either electronically or by physical receipt. The box with the "X" below indicates how and where bids or proposals are to be submitted. The County will NOT accept proposals by fax, or e-mail unless authorized, in writing, by the Procurement Director. The solicitation submission deadline will be strictly enforced; no late bids/proposals will be accepted for any reason, please plan accordingly.

Electronic Submissions Only:

Proposals are to be submitted electronically ONLY to BidNet Direct. Physical copies are not to be submitted unless approved in advance by the Purchasing Director.

Proposals and all requested documentation to be provided electronically should in the Adobe Portable Document Format (PDF) as ONE file unless otherwise indicated in these solicitation instructions. Documents provided in response to this solicitation are to be named according to the following naming convention:

- a. [Solicitation Number] _ [Vendor Name] _ [Document Type]
Example: "2017-111_ABC Company Proposal"

QUESTIONS/ADDENDA:

Only written inquiries will be permitted during the solicitation period. **Questions are to be submitted via BidNet Direct** for this solicitation no later than the date and time indicated in the Schedule, as may be amended. Answers will be posted via formal Addendum and only released as part of the solicitation documents on BidNet Direct. All interested parties are instructed to monitor BidNet Direct on a regular basis throughout the solicitation period. The final date for posting of Addenda is per the Schedule, as may be amended.

STATEMENT OF WORK AND / OR SPECIFICATION LOCATED ON THE NEXT PAGE

THE WORK OVERVIEW:

Cherokee County, Georgia, is requesting proposals for a turn-key solution to update its Justice Center's Audio and Visual Systems, consistent with the general specifications found in Attachment A. The work is to be performed at the 90 North Street Justice Center in Canton Georgia, 144 thousand square feet on three floors. The proposing organization shall be responsible for the design of replacement hardware in existing courtrooms with industry leading Audio and Visual Systems.

The County has a desire for a higher-level specification defining minimum requirements, the proposing organization shall make their own assessment of the equipment needed to update the courtrooms.

- All cameras must be able to be monitored and controlled both on site and remotely.
- All monitoring shall be within the United States.
- It is preferred that the system shall have the capability to integrate with both, Zoom and Microsoft Teams.
- All Firmware updates for Security vulnerability shall be installed upon released.
- All Vendors/ Workers are required to have background checks and finger printing prior to performing any work at the Justice Center.
- All vulnerabilities shall be mitigated before integration with the Justice Center Network.
- This project is funded partially or in whole by grant funds.

Attachment A

Scope of Work:

The County is seeking a turn-key solution. Interested firms shall perform a system assessment with recommended up-to-date solution designed to replace the currently deployed technology by being more comprehensive, reliable, upgradable and scalable.

Proposals shall provide a complete description of the functionality, upgradeability and a high-level bill of material of the products needed for this work.

Proposals shall include detailed description of service call processing to include steps and service level timeframes from the placing of a service call to response. Response times shall be submitted for both regular hour service calls and after-hours service calls.

Proposals shall provide information that demonstrates the general acceptance in the proposed solutions, addressing market share and independent rating organization evaluations and opinions.

GENERAL SPECIFICATIONS:

Courtrooms 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D

A. Judge's Bench

- Touch panel
- Panel will allow for control of court system as well as video preview of shared content - if product availability does not allow for on-panel video preview a separate video monitor will be provided
- High Level Touch Panel Overview:
 - Video Source Selection
 - Video Blackout – stops all video output
 - Program Audio Control
 - Individual Microphone Control
 - Sound Masking Engine – Enable/Disable
- Stops microphone output in the room, but continues microphone signal propagation to the court reporter
- Plays masking audio through the system speakers
- Start / Stop Streaming – if streaming option selected
- Desktop mounted speaker for voice lift
- Microphone with pushbutton mute base
- Sidebar microphone
- Sidebar microphone intended to capture sidebar conversations for the record - this feature will not amplify sidebar conversations within the room
- HDMI presentation input

B. Witness Stand

- Monitor to display shared content

- Microphone in shock mount
- Microphone requires a hole to be drilled in witness stand table
- Desktop mounted speaker for voice lift
- C. Clerk's Desk
 - Microphone with pushbutton mute base
 - Desktop mounted speaker for voice lift
- D. Evidence Presentation
 - Lectern provided in quote
 - Includes document camera shelf and cable pass through cubby
 - HDMI presentation input
 - Document camera
 - Microphone with pushbutton mute base
- E. Jury Box
 - Rail mounted foreman microphone
 - Microphone requires a hole to be drilled in jury rail
- F. Lawyer Tables (Typical of 2)
 - Microphone with pushbutton mute base
- G. Court Reporter Desk
 - Touch panel
 - Panel will allow for microphone volume control of signals feeding the headphone amplifier and USB connections mentioned below
 - USB connection
 - This connection will be capable of giving up to 8 discrete audio sources to the court reporter software
 - The court reporter software must accept standard multi-channel USB audio interfaces as an input device
 - Headphone amplifier
 - This unit will give the court reporter the ability to hear a summed mix of the microphone volumes being affected on the touch panel
 - Price assumes the court reporter can use USB to capture audio and will not require analog connections to an outboard audio interface
- H. Display Location(s)
 - Large format flat panel(s) on articulating arm on wall behind Judge's bench
 - Price assumes the selected wall is structurally sound and can support display weight
 - Display(s) will show content shared from the Judge's Bench or Evidence Presentation Lectern
- I. In-Room Audio Reinforcement
 - (2) Column array speakers mounted on the same wall as the Judge's bench
- J. Analog Press Feed
 - Mono audio output plate for connection to standard press capture equipment
 - Location of press feed to be determined before installation
- K. Rack Location
 - Location requires (2) 120V 20A dedicated branch circuits at 18" AFF provided by others

- Location requires (2) data connections to client network
- Location minimum height must be 8'
- Location required sufficient ventilation and must be climate controlled
- Location of rack to be determined before installation

Selected Options

A. Agnostic VTC

- Install (4) cameras to capture
 - Judge
 - Witness
 - Lawyer Left Table
 - Lawyer Right Table
- Camera views will be processed into a single quad view image
- Audio via system microphones
- This feature requires an owner furnished PC to be located at the Judge's Bench with appropriate conferencing software installed to be tested during installation
- This feature requires the user to select the proper camera / microphone / speakers in the chosen software
- No call controls will be available on the system touch panel
- Any evidence presentation must be made from the owner furnished VTC PC by sharing the local screen, no system video inputs will be available

B. Streaming

- Install (1) camera in the rear of the room to capture court proceedings
- Audio via system microphones
- This feature requires a client owned streaming account (YouTube, Vimeo, etc.) that can be streamed to without generating a new stream key with each instance
- If the streaming account capability matches the above requires a start / stop stream button will be available on the system touch panel

Courtrooms 3A,3B

A. Judge's Bench

- Touch panel
 - Panel will allow for control of court system as well as video preview of shared content - if product availability does not allow for on-panel video preview a separate video monitor will be provided
 - High Level Touch Panel Overview:
 - Video Source Selection
 - Video Blackout – stops all video output
 - Program Audio Control
 - Individual Microphone Control
 - Sound Masking Engine – Enable/Disable
- Stops microphone output in the room, but continues microphone signal propagation to the court reporter
- Plays masking audio through the system speakers
- Start / Stop Streaming – if streaming option selected
- Desktop mounted speaker for voice lift

- Microphone with pushbutton mute base
 - Sidebar microphone
 - Sidebar microphone intended to capture sidebar conversations for the record - this feature will not amplify sidebar conversations within the room
 - HDMI presentation input
- B. **Witness Stand**
- Monitor to display shared content
 - Microphone in shock mount
 - Microphone requires a hole to be drilled in witness stand table
 - Desktop mounted speaker for voice lift
- C. **Clerk's Desk**
- Microphone with pushbutton mute base
 - Desktop mounted speaker for voice lift
- D. **Evidence Presentation**
- Lectern provided in quote
 - Includes document camera shelf and cable pass through cubby
 - HDMI presentation input
 - Document camera
 - Microphone with pushbutton mute base
- E. **Lawyer Tables (Typical of 3)**
- Microphone with pushbutton mute base
- F. **Court Reporter Desk**
- Touch panel
 - Panel will allow for microphone volume control of signals feeding the headphone amplifier and USB connections mentioned below
 - USB connection
 - This connection will be capable of giving up to 8 discrete audio sources to the court reporter software
 - The court reporter software must accept standard multi-channel USB audio interfaces as an input device
 - Headphone amplifier
 - This unit will give the court reporter the ability to hear a summed mix of the microphone volumes being affected on the touch panel
 - Price assumes the court reporter can use USB to capture audio and will not require analog connections to an outboard audio interface
- G. **Display Location(s)**
- Large format flat panel(s) on articulating arm on wall behind Judge's bench
 - Price assumes the selected wall is structurally sound and can support display weight
 - Display(s) will show content shared from the Judge's Bench or Evidence Presentation Lectern
- H. **In-Room Audio Reinforcement**
- (2) Column array speakers mounted on the same wall as the Judge's bench
- I. **Analog Press Feed**
- Mono audio output plate for connection to standard press capture equipment

- Location of press feed to be determined before installation
- J. Rack Location
- Location requires (2) 120V 20A dedicated branch circuits at 18" AFF provided by others
 - Location requires (2) data connections to client network
 - Location minimum height must be 8'
 - Location required sufficient ventilation and must be climate controlled
 - Location of rack to be determined before installation

Selected Options

1. Agnostic VTC
 - Install (4) cameras to capture
 - Judge
 - Witness
 - Lawyer Left Table
 - Lawyer Right Table
 - Camera views will be processed into a single quad view image
 - Audio via system microphones
 - This feature requires an owner furnished PC to be located at the Judge's Bench with appropriate conferencing software installed to be tested during installation
 - This feature requires the user to select the proper camera / microphone / speakers in the chosen software
 - No call controls will be available on the system touch panel
 - Any evidence presentation must be made from the owner furnished VTC PC by sharing the local screen, no system video inputs will be available
2. Streaming
 - Install (1) camera in the rear of the room to capture court proceedings
 - Audio via system microphones
 - This feature requires a client owned streaming account (YouTube, Vimeo, etc.) that can be streamed to without generating a new stream key with each instance
 - If the streaming account capability matches the above requires a start / stop stream button will be available on the system touch panel

Jury Assembly

- A. Judge's Bench
 - Touch panel
 - Panel will allow for control of court system as well as video preview of shared content - if product availability does not allow for on-panel video preview a separate video monitor will be provided
 - High Level Touch Panel Overview:
 - Video Source Selection
 - Video Blackout – stops all video output
 - Program Audio Control
 - Individual Microphone Control
 - Sound Masking Engine – Enable/Disable
 - Stops microphone output in the room, but continues microphone signal

- propagation to the court reporter
- Plays masking audio through the system speakers
- Start / Stop Streaming – if streaming option selected
- Desktop mounted speaker for voice lift
- Microphone with pushbutton mute base
- Sidebar microphone
- Sidebar microphone intended to capture sidebar conversations for the record - this feature will not amplify sidebar conversations within the room
- HDMI presentation input

B. **Witness Stand**

- Monitor to display shared content
- Microphone in shock mount
- Microphone requires a hole to be drilled in witness stand table
- Desktop mounted speaker for voice lift

C. **Clerk's Desk**

- Microphone with pushbutton mute base
- Desktop mounted speaker for voice lift

D. **Evidence Presentation**

- Lectern provided in quote
- Includes document camera shelf and cable pass through cubby
- HDMI presentation input
- Document camera
- Microphone with pushbutton mute base

E. **Lawyer Tables (Typical of 2)**

- Microphone with pushbutton mute base

F. **Court Reporter Desk**

- Touch panel
 - Panel will allow for microphone volume control of signals feeding the headphone amplifier and USB connections mentioned below
- USB connection
 - This connection will be capable of giving up to 8 discrete audio sources to the court reporter software
- The court reporter software must accept standard multi-channel USB audio interfaces as an input device
- Headphone amplifier
 - This unit will give the court reporter the ability to hear a summed mix of the microphone volumes being affected on the touch panel
- Price assumes the court reporter can use USB to capture audio and will not require analog connections to an outboard audio interface

G. **Display Location(s)**

- Large format flat panel(s) in place of existing displays
- Price assumes the selected wall or ceiling location is structurally sound and can support display weight
- Display(s) will show content shared from the Judge's Bench or Evidence Presentation Lectern

In-Room Audio Reinforcement

- (12) Ceiling speakers
- H. Analog Press Feed**
 - Mono audio output plate for connection to standard press capture equipment
 - Location of press feed to be determined before installation
- L. Rack Location**
 - Location requires (2) 120V 20A dedicated branch circuits at 18" AFF provided by others
 - Location requires (2) data connections to client network
 - Location minimum height must be 8'
 - Location required sufficient ventilation and must be climate controlled
 - Location of rack to be determined before installation

Selected Options

1. **Agnostic VTC**
 - Install (4) cameras to capture
 - Judge
 - Witness
 - Lawyer Left Table
 - Lawyer Right Table
 - Camera views will be processed into a single quad view image
 - Audio via system microphones
 - This feature requires an owner furnished PC to be located at the Judge's Bench with appropriate conferencing software installed to be tested during installation
 - This feature requires the user to select the proper camera / microphone / speakers in the chosen software
 - No call controls will be available on the system touch panel
 - Any evidence presentation must be made from the owner furnished VTC PC by sharing the local screen, no system video inputs will be available
2. **Streaming**
 - Install (1) camera in the rear of the room to capture court proceedings
 - Audio via system microphones
 - This feature requires a client owned streaming account (YouTube, Vimeo, etc.) that can be streamed to without generating a new stream key with each instance
 - If the streaming account capability matches the above requires a start / stop stream button will be available on the system touch panel
3. **Juvenile Panel Room**

Install agnostic conferencing solution containing:

- (1) Large format wall mounted display
- (1) ePTZ camera – mounted below display
- (1) Table located touch panel
 - Program volume control
 - Soft-phone dialing via OFE SIP system
 - Camera ePTZ control and presets (maximum of 3)
 - System power

- (1) Table located HDMI & USB connection
 - USB connection gives client computer (laptop) access to system peripherals (camera, microphones, speakers)
 - USB connection requires user to select the correct camera, microphone, speakers in their chosen soft- codec (Microsoft Teams, Zoom, etc.).
 - No soft-codec call controls will be available on system touch panel
- (1) Wall located HDMI connection – for local presentation only
- (1) Ceiling mounted beam forming microphone – for transmission of audio to far-end of a video or audio call – no local audio reinforcement included
- (1) Audio DSP
 - Price assumes client VoIP system is compatible for soft-phone dialing via system touch panel
- (4) Ceiling speakers

4. [All Systems](#)

I. Overall

- Design assumes courthouse IT staff will allow VPNs and other monitoring capabilities for the audiovisual system
- Design should include 1-year of remote monitoring / troubleshooting support – after this period the option to renew should be available
 - Remote management / monitoring must be performed on a single network appliance to serve the AV network
- Provisions for System diagnostic, repair, and self-healing without IT interaction
 - Remote management / monitoring must allow for the following
- Remote troubleshooting of all network enabled devices within the system
- Remote firmware updates of equipment
- Remote code or configuration changes for any network enabled piece of equipment
- Monitoring of devices network status (online / offline)
- Solution must include specific information about when a device went offline and for how long it has been down
- Solution must include specific information about uptime of each device
- Design assumes infrastructure (power, data, etc.) is complete before audiovisual installation begins
- Design assumes cable runs to rack locations are less than 330' and do not require surface-mount raceway or additional conduit paths that do not exist
- Design assumes cable pathways between device locations exist or can be easily created without additional material – if this is not the case Design assumes pathways will be provided by others
- Design assumes supporting structure can handle load of all equipment (including ceiling joists, walls, etc.)
- Design assumes any modification to supporting structure will be provided by others
- Design assumes unescorted physical access devices (keys, key cards, etc.) for site and any room or space will be provided by the client prior to installation
- Design assumes temporary or long-term parking for loading and unloading equipment is available during installation

- Design assumes finish surface repair (ceiling tiles, hard ceilings, wall coverings, floor coverings) will be provided by others
- Design assumes any owner furnished equipment is in proper working order and will be supplied by the customer prior to installation
- Design assumes work can take place between 8AM and 5PM Monday through Friday
 - This excludes federal holidays

END OF STATEMENT OF WORK/SPECIFICATION

(BALANCE OF PAGE BLANK)

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is dated as of _____ 20____, by and between Cherokee County (the “**County**”) and _____ (“**Receiving Party**”), collectively referred to as “**parties**” or individually as “**party**” in this Agreement.

1. Information; Representatives. **Receiving Party** and the **County** are considering entering into a possible business relationship and/or one or more business transactions (collectively, the “**Transaction**”). The parties are prepared to make available and/or have made available to each other certain “**Confidential Information**” (as defined below) in connection with the Transaction and the discussions between the parties relating thereto. As a condition precedent to Confidential Information being shared between **Receiving Party** and the **County**, each party receiving the Confidential Information (the “**Receiving Party**”) by the party furnishing the Confidential Information (the “**Disclosing Party**”), and in consideration of the benefits to be potentially received by the Receiving Party as a result of its receipt of the Disclosing Party’s Confidential Information, the sufficiency of which is acknowledged by the Receiving Party, the Receiving Party agrees to treat the Disclosing Party’s Confidential Information in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions as set forth below. As used herein, “Confidential Information” of a party means confidential, non-public or proprietary information concerning such party’s business, operations, finances, sales, marketing, customers, products or technologies, including, without limitation, patentable and non-patentable inventions, ideas, know-how, technical and engineering information, past, current and planned research and development, strategic plans, products, devices, samples, specifications, processes, data, formulae, compositions,” designs, sketches, photographs, graphs and drawings, and all copies, reproductions, notes, extracts, compilations and repositories thereof created or furnished by either party, in each case whether in written, verbal, electronic or any other form and whether transmitted or created before, on or after the date hereof, as well as the existence and terms of this Agreement, any discussions which take place between the parties hereunder and any relationship or Transaction being evaluated by the parties in connection with this Agreement. As used herein, the “**Representatives**” of a party shall mean the directors, officers, employees and agents of the party.

2. Excluded Information. This Agreement shall not apply to Confidential Information: (a) that becomes available to the general public through no breach of this Agreement by the Receiving Party; (b) that becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that such source is not bound by a confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party; (c) that was in the Receiving Party’s possession prior to receipt from the Disclosing Party, provided that the source of such information was not bound by a confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party in respect thereof; or (d) that is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information. The party seeking to establish such an exception has the burden of proving it with written documentation.

3. Non-Disclosure of Information. The Receiving Party shall use the Disclosing Party’s Confidential Information solely for the purpose of evaluating or participating in the Transaction with the Disclosing Party. The Receiving Party shall keep the Disclosing Party’s Confidential Information confidential and shall not, directly or indirectly, disclose any of the Disclosing Party’s Confidential Information in any manner whatsoever; *provided, however*, that (a) the Receiving Party may disclose such Confidential Information with the prior written consent of the Disclosing Party and in accordance with any limitations of such consent; and (b) the Receiving Party may disclose such Confidential Information to the Receiving Party’s employees and advisors who have a need to know such Confidential Information for the purposes of the Transaction between the Disclosing Party and the Receiving Party and who agree to keep such Confidential Information confidential and to comply with the terms of this Agreement. The Receiving Party shall carefully restrict access to the

Confidential Information to employees as is reasonably required. The Receiving Party agrees that a breach of this Agreement by any such employees or advisors shall constitute a breach by the Receiving Party.

4. Subpoena or Court Order. If the Receiving Party or anyone to whom it discloses the Disclosing Party's Confidential Information receives a request to disclose all or any part of the Disclosing Party's Confidential Information under the terms of a subpoena or other order issued by a court of competent jurisdiction or by a government agency, the Receiving Party shall: (a) promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such a request; (b) if disclosure of such Confidential Information is required, furnish only such portion of such Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed; and (c) cooperate with the Disclosing Party, at the Disclosing Party's expense, in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of such Confidential Information that is required to be disclosed.

5. Return or Destruction of Information. At the request of the Disclosing Party, the Receiving Party shall (a) promptly return to the Disclosing Party all of the Disclosing Party's Confidential Information made available by the Disclosing Party or its Representatives to the Receiving Party or its Representatives (and if so requested by the Disclosing Party, certify, in writing, such delivery to the Disclosing Party) and (b) destroy or deliver to all copies, reproductions, notes, extracts, compilations and repositories thereof created by either party (and if so requested by the Disclosing Party, certify, in writing, such delivery or destruction to the Disclosing Party).

6. Relationship Between the Parties. Nothing in this Agreement shall obligate either party to enter into any Transaction and this Agreement shall not be construed as creating, nor shall it create, a partnership, joint venture or agency relationship between the parties.

7. Term. This Agreement and the obligations of the parties herein shall remain in effect for five (5) years from the date hereof, except that the obligations of the parties herein shall survive the expiration of such five (5) year period and thereafter continue to remain in effect with respect to Confidential Information that is a trade secret under applicable law. Upon termination or expiration, all Confidential Information furnished here under shall remain the property of the Disclosing Party and shall be returned or destroyed promptly upon request together with all copies of Confidential Information made by the Receiving Party. Upon request, the Receiving Party shall furnish the Disclosing Party written notice certifying destruction.

8. Notices. Notices to the parties shall be deemed to have been duly given if sent by United States Certified Mail, Return Receipt Requested to the appropriate address set forth below each party's name on the signature page hereto or to such other address as may be given in a notice sent to all parties hereto.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the parties with respect to such subject matter. This Agreement shall be governed by the laws of the State of Georgia, excluding its conflicts of laws principles. Irrespective of the location of the parties' corporate headquarters or place of residence, the parties hereby submit to the jurisdiction of the federal or state courts located in the State of Georgia for resolution of any disputes arising out of this Agreement. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. The terms of this Agreement shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, except that a party may (without being released from its obligations hereunder) assign this Agreement to any third party who

succeeds to substantially all of its business or assets. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain as nearly as practicable the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile. No amendment of any provision of this Agreement shall be valid unless the amendment is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless the waiver is in writing and signed by the waiving party. No waiver by either party of any breach of this Agreement shall be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other such occurrence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

(Receiving Party)

CHEROKEE COUNTY, GA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address:

Address:

Notary

State of Georgia, County of Cherokee, on the ____ of _____, 20__ before me, the undersigned, _____ and _____, personally appeared, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this application and acknowledged to me that he/she executed the application and swore that the statements made by him/her in the application and all supporting materials are true, complete, and correct.

Notary Signature: _____

Notary License Expiration Date: _____