



FULTON COUNTY

Vision

People Families Neighborhoods

Mission

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

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 05RFP10A26YA-TD**

**Print, Reprographics and Mail Services
FOR
GENERAL SERVICES DEPARTMENT**

RFP DUE TIME AND DATE: 11:00 A.M., Thursday, December 8, 2005
PRE-PROPOSAL CONFERENCE: 10:00 A.M., Thursday, November 17, 2005
PURCHASING CONTACT: Toni Darden at (404) 730-7916
E-MAIL: toni.darden@co.fulton.ga.us

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

**RFP#05RFP10A26YA-TD
PRINT, REPROGRAPHICS AND MAIL SERVICES
REQUEST FOR PROPOSALS**

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SECTION 1 INTRODUCTION

1.1 OVERVIEW

The purpose of this Request for Proposal (“RFP”) is to provide Fulton County, Georgia (“County”) with **PRINT, REPROGRAPHICS AND MAIL SERVICES**. The primary location for print, reprographic and core mail services is the Print Shop located in the basement of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.0, including all forms and certifications as outlined in Section 6.0., will be evaluated in accordance with the criteria and procedures described in this RFP based on the results of the evaluation.

1.2 DESCRIPTION OF THE CONTRACT SERVICES

Print, reprographic and mail services currently performed by a contractor based out of the Government Center Complex located at 141 Pryor Street, Atlanta, Georgia 30303.

Implement a blend of current generation and innovative technologies and business processes to effectively meet our customers’ print, reprographic and mail services requirements as cost-effectively as practical. Provide accurate and timely management information to user departments/agencies on their production requests and the most cost-effective method(s) of meeting each customer’s needs.

1.3 PURCHASING – THE RFP

This document and supporting documents can also be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under “Bid Opportunities”.

1.4 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference at the Fulton County Purchasing Department at 130 Peachtree Street, Atlanta, Georgia 30303, on Friday 9:00 A.M. Nov 16, 2005.

A walk-through of the facility will follow the Pre-Proposal Conference for anyone wishing to see the site. **Attendance at the walk-through is mandatory for responding to this RFP.**

1.5 SPECIAL INSTRUCTIONS TO PROPOSER

1.5.1 Your responses should fully address all questions set forth in Section 3.5- Technical Proposer Format and how proposer will meet or exceed the performance standards set forth in Section 3.0. Your response to this RFP should address all questions. Failure to adequately answer any questions or to provide information required in the RFP may subject the entire response to rejection. The inability to meet a specification or specifications will not invalidate the proposal but will be weighed in the final evaluation.

1.5.2 Proposers responding to this RFP must address all of the stated requirements. However, you may submit alternative proposals if you feel it will be advantageous to the County. If alternatives to specifications are available which, in the proposer's opinion, may accomplish the same purpose, details of the alternative should be included.

1.5.3 Fulton County will consider additional or alternative proposed solutions beyond the scope of services described in this RFP. Fulton County reserves the right to incorporate some or all of these additional or alternative proposed solutions, or sub-components thereof, into a final contract should the County elect to outsource some or all of the print, reprographic and mail services described in this RFP. **Please provide individual pricing for all solutions offered.**

1.5.4 The terms and conditions of this RFP may be incorporated into the general terms and conditions of the final contract. All sections of the RFP, including the specifications and the completed proposal document with attachments specified by the RFP, may become part of the contract documents. Proposers should, therefore, exercise the utmost care in the completion of the proposal document and other submissions.

1.5.5 Please indicate any services that would be sub-contracted to another company.

1.6 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Thursday, December 8, 2005 at 11:00 AM**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.7 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Department of Purchasing.

1.8 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Toni Darden, Assistant Purchasing Agent at phone number (404) 730-7916, fax (404) 224-1034, and email address toni.darden@co.fulton.ga.us. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT/DEFINITIONS

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

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

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

Contract Administrator (CA): Person appointed by the General Services Department to monitor, control and evaluate the activities covered by this contract

County – Fulton County Government and its authorized representatives

General Services Department (GSD): The department of Fulton County directly responsible for the maintenance and operation of building systems covered by this contract

Inter-Office Mail Deliveries- Any mail generated from within the Fulton County Government destined for another Fulton County Government Department/agency (excluding any Health Department deliveries and the entire Board of Education/School System)

Metered Mail - Any mail requiring postage or any USPS mail delivered to the Government Center for distribution within the Government and Judicial Center Complexes

Offset Printing Reproduction Work- Any reproduction job that does not fall under the definition for “Quick Copy” Work.

Quick Copy Work- Any reproduction job that does not require offset printing.

Owner – Fulton County Government

Packages- Any package delivered to a centralized warehouse location (by USPS, UPS, FEDEX, DHL, etc.) for further delivery to the Fulton County Government or Judicial Center Complexes.

Purchasing Agent – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.

RFP (Request for Proposal) – A formal solicitation for goods or services valued at \$50,000 or more.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or

entity in violation is “non-responsive”, and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations or information regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **Monday, November 21, 2005 at 12:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Department of Purchasing
Attn: Toni Darden, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: toni.darden@co.fulton.ga.us
Fax: (404) 224-1034**

RE: 05RFP10A26YA-TD

**PRINT, REPROGRAPHICS AND MAIL SERVICES-FULTON COUNTY
GOVERNMENT CENTER FACILITY OPERATION**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

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

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responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for one (1) year. The County reserves the right to exercise three (3) one year renewal options, subject to approval by the Fulton County Board of Commissioners (BOC), available funding and satisfactory performance evaluations.

- 2.5.1 To facilitate ease of management, the award will not be split.
- 2.5.2 The selected Proposer will commence work immediately after fulfilling the requirements in 2.5.3, 2.5.4 and 2.5.5 apart from meeting all the legal and documentation requirements that may be suggested by Purchasing and Contract Compliance Departments.
- 2.5.3 Within ten (10) days of signing of the contract or receipt of purchase order, the successful Proposer will be invited to take part in a “kick off” meeting with the General Services Department (“GSD”) and authorized representatives.
- 2.5.4 The meeting will be conducted by the Contract Administrator (“CA”) appointed by GSD
- 2.5.5 The kick off meeting will discuss and detail the procedures for accomplishing the objectives of this Contract. The decisions made during the kick off meeting will be binding on both parties.
- 2.5.6 During the kick off meeting the successful Proposer shall provide the list of personnel who will be assigned to this Contract.

2.6 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Non-Collusion Affidavit of Prime Bidder
- Non-Collusion Affidavit of Subcontractor
- Certification Regarding Debarment
- Insurance and Risk Management Provisions
- Contract Compliance Forms
 - Exhibit A - Promise of Non-Discrimination
 - Exhibit B - Employment Report
 - Exhibit C - Schedule of Intended Subcontractor Utilization
 - Exhibit D - Letter of Intent to Perform As a Subcontractor
 - Exhibit E - Declaration Regarding Subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of two/three members from General Services Department and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

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

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending

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

2.10 APPLICABLE LAWS

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

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Contractors on the project must perform no less than fifty-one percent (51%) of the scope of work required under the project

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the

Purchasing Agent identified in Section 1.8 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg., 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

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

2.15 CONFIDENTIAL INFORMATION

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

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

2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a proposal, agrees to be bound by

any modifications made by the County.

- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the proposals without further cost to the County.
- The County may add to or delete from the Project Scope of Work set forth

in this RFP.

- Any and all proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of

selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

#05RFP10A26YA-TD

Print, Reprographics and Mail Services

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

**Toni Darden, Assistant Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303**

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

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7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
 8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
 9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

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

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

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13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
 14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
 15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a

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- penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
 30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation

with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

SECTION 3
PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All proposals, including all exhibits, must be received by the County in a sealed package no later than **Thursday, December 8, 2005 at 11:00 AM** and must be addressed to:

REQUEST FOR PROPOSALS RFP #05RFP10A26YA-TD
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303

The proposal shall consist of a Technical Proposal, a Price Proposal, and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal Forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

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

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

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP
Project #05RFP10A26YA-TD Print, Reprographics and Mail Services
[Technical or Price] Proposal
Proposer's Name and Address

3.1.2 NUMBER OF COPIES

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and five (5) copies of the Contract Compliance Exhibits. All proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK/TECHNICAL REQUIREMENTS

The successful proposer will be responsible in providing print, reprographic and mail services for the Fulton County Government under the direction of the General Services Department.

3.3.1 The selected proposer will provide:

The appropriate equipment (including mail transport vehicles), trained management, equipment maintenance, and operating personnel to meet the requirements described in this RFP.

3.3.2 Fulton County will provide the appropriate environmentally controlled office and operating space (see paragraph 3.4.2 for specifics), telephone service and electrical power for equipment installed and maintained by the vendor at the Government Center location as part of this program.

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- 3.3.3 Employees of the proposer or vendor are to be covered at proposer or vendor expense for all legally required workmen's compensation, state disability insurance and liability insurance. Samples of Certificate of Insurance should be attached. Vendor is responsible for withholding and remitting all federal, state and local payroll taxes as required by law.
- 3.3.4 The RFP is not an offer to contract. Any costs incurred by proposers in the preparation, presentation, demonstration or any other aspect in the process of proposal, evaluation, and contract negotiation is the responsibility of the proposer. We reserve the right to reject any and all proposals received.
- 3.3.5 Proposer's price should be based on an initial one (1)-year contract to begin on or about January 1, 2006, with three (3) one(1)-year renewal options. Renewals are subject to performance, Fulton County Board of Commissioners' (BOC) approval and adequate funding provided by the BOC.
- 3.3.6 The proposal must be signed by an officer or other representative with authority to bind the proposer.
- 3.3.7 The proposal must address all issues raised in this RFP. An Executive Summary should be included highlighting the most significant components of your proposal. In addition, we encourage you to respond to this RFP with your recommendations to include value-added alternatives, even if they are beyond the scope of this RFP. Please provide pricing for each value-added alternative.
- 3.3.8 Incorporate current and innovative technology to meet or exceed current service levels while continuing to reduce overall operating costs as much as practical.
- 3.3.9 Provide to user departments/agencies on a monthly basis their operating costs associated with print, reprographic and mail services.
- 3.3.10 The proposer's response must provide specific guarantees that the proposer, if awarded a contract to provide print, reprographic and mail services, can meet or exceed the following performance standards at the 98% or higher level:
- 3.3.10.01 Quick Copy Work: Performance Standard (error-free work): (Note: Numbers shown below are **total copies**)

to be made per work request, regardless of number of originals)

1—1,000 copies:	Complete within 4 business hours
1,001—10,000 copies:	Complete within 1 business day
More than 10,000 copies:	Complete within 3 business days

3.3.10.02 Offset Printing Reproduction Work:

Performance Standard (error-free work):

1—5,000 copies:	Complete within 2 business days
5,001—100,000 copies:	Complete within 3 business days
More than 100,000 copies:	Complete within 5 business days

Quick copy, offset reproduction or bindery work-related price quotes in response to customer inquiries: Complete within 2 hours of inquiry with the estimated cost quoted accurate to within one percent (1%) of actual cost.

3.3.10.03 Inter-Office Mail Deliveries:

Performance Standard:

Delivered to correct destination within four (4) hours of pickup.

3.3.10.04 Metered Mail:

Performance Standards:

- All mail received by 4:00 p.m. must be processed (metered and delivered to USPS or Pre-Sort location) within the same business day.
- Receive USPS mail at the Pryor Street entrance to the Government Center, screen it through the County-owned x-ray scanner, transport it to the Mail Sort Center near the Print Shop in the Government Center, sort the mail by delivery location in the Government and Judicial Center Complexes, screen each piece visually to insure does not have external indicators it may potentially be “threat mail,” and deliver all non-priority mail not identified as

potential “threat mail” to the appropriate department, agency or office in the two complexes within four (4) hours of receipt.

- Deliver priority mail within one (1) hour of receipt.
- Develop procedures to safely isolate and safely examine any piece of USPS mail delivered to the Government Center that is identified as potential “threat mail” including notifying Fire or Police Department personnel when appropriate. **Proposal response must address the criteria for identifying potential “threat mail,” how it is isolated and examined.**

3.3.10.05 Packages:

Performance Standards: Proposer must screen packages immediately upon receipt using proposer’s personnel and County-owned x-ray scanners at the centralized warehouse, and assist in loading them on a County-owned vehicle for delivery to the Fulton County Government or Judicial Center Complexes (Fulton County provides the drivers).

3.4 PROJECT DESCRIPTION

3.4.1 THE SUCCESSFUL PROPOSER WILL PROVIDE OPERATIONAL MANAGEMENT OF THE FOLLOWING SERVICES:

- Correspondence mail services
- Production mail services
- Mail management/auditing
- Copy center services
- Printing services
- Electronic printing (on-site or off-site)
- Courier Services
- Interoffice mail services
- Prepress services
- Departmental charge back of all cost

3.4.2 OPERATIONAL DATA & FACILITIES DESCRIPTION:

- Approximately 6000 end users of these services
- Approximately 120 buildings
- Approximately 42 mail stops in the Government Center Complex (GCC) and vicinity
- Approximately 65 mail stops in the Judicial Center Complex (JCC)
-

Note: Pryor Street separates the GCC and JCC; a covered and environmentally controlled walkway connects these two large downtown Atlanta facilities.

- Approximately thirty two (32) remote locations must be serviced by mail at least twice per day.
- Square feet currently dedicated to mail and print services (we will provide a to-scale layout upon request during the Pre-proposal Conference):
 - Office space: 768 ft²
 - Office storage: 237 ft²
 - Print shop: 2,110 ft²
 - Print shop storage: 983 ft²
 - Mailroom: 604 ft²

3.4.3 DESCRIPTIONAL OF REQUIRED SERVICES:

3.4.3.1 Mail Services:

3.4.3.1.1 Currently representatives from each county Department pick up the inbound USPS mail from the central post office in the basement of the government center buildings and take it back to their separate departments where they fine sort it and distribute it to the individual employees. For the Government and Judicial Center Complexes (GCC/JCC) only, we want proposers to provide staffing and process information that would enable us to transition to a mail service whereby the proposer receives the USPS mail when delivered to the Pryor Street entrance to the Government Center Complex. The proposers personnel would insure it is screened via the County-owned x-ray scanner at this entrance, delivered to the Mail Sort Area, hand sort and visually screen each piece of

mail for anything that might indicate that piece of mail should be segregated and undergo a more detailed inspection to determine if it is appropriate for delivery to the addressee. The proposal must address procedures that the proposer would follow if a piece of mail was deemed “threat mail” or “dangerous” for even the proposer’s personnel to handle.

- 3.4.3.1.2 Currently Fulton County mail services collects sorts and distributes interoffice mail twice a day beginning at 8:30 a.m. and beginning at 12:30 p.m. from the locations in Government Center Complex. There is a limited special run at 4:30 p.m. for the County Courts. During these runs outbound USPS mail is gathered and is metered and either processed for delivery into the mail stream or is staged for pick up by Dove Mailing (they are the county’s selected presort vendor).
- 3.4.3.1.3 Mail services also handles misaddressed USPS mail that is brought to them by the staff at the on-site Post Office and from the departments that receive incorrectly addressed inbound mail.
- 3.4.3.1.4 Interoffice mail and outbound USPS mail is picked up by a contractor-provided mail services employee in a contractor-owned delivery van twice daily from approximately twenty four (24) locations. Additionally, pickup or delivery service is infrequently provided upon demand two (2) or three (3) times per month to a small number of secondary locations within the County.
- 3.4.3.1.5 All postage is currently being tracked to be charged back to the departments within the Fulton County government. There is one contractor-provide employee who does this on a part-time basis.

Note: We do not intend to provide vehicles for an outside contractor’s use; if awarded a contract under this RFP, the successful proposer shall provide suitable vehicles to support the mail (including interoffice mail) delivery operations for all facilities other than the Government and Judicial Center Complexes.

3.4.3.2 Current Fulton County Reprographic and Print Services:

3.4.3.2.1 Currently the Fulton County Reprographic and Print Services contractor receives copy and print jobs from the different departments within Fulton County Government. They give quotes to produce those jobs and agree with the customer on a job completion time and date. The finished jobs can be picked up by the requesting department, delivered by one of the mail couriers (during the courier's normal deliveries) or in the case of larger jobs, someone from the Reprographic and Print unit can deliver the jobs within the Government and Judicial Center Complexes.

3.4.3.2.2 Jobs are charged back to the requesting departments.

3.4.3.2.3 The services that can currently be provided by the Fulton County print and copy facility through the current contractor are:

- Digital black and white copying
- Color copying
- Plate making (metal & black master)
- Shoot and strip negative flats
- Layout and paste-up
- Single-color printing
- Two-color printing
- Binding (GBC, thermal and stapling)
- Cutting
- Padding
- Collating
- Drilling
- Prepress work (lineup table)
- Folding
- Shrink wrapping
- Raised Lettering Business Cards and Letterhead
- Promotional Items (pens, clocks, badges, etc)
- Lamination
- Heavy Litigation
- Oversize bond printing (blue prints)
- Continuous Form Printing
- Form Numbering
- Special Envelope making and printing

- Oversize print, mount, and lamination for courts (file comes in at 6:00pm must be delivered by 8:30am next day)

The items most often requested are:

- Forms (regular & and carbonless sets)
- Envelopes
- Letterhead
- Business cards (flat)
- Raised Lettering Business Cards and Letterhead
- Newsletters
- Flyers
- Booklets
- Directories
- Oversize print, mount, and lamination for courts (file comes in at 6:00pm must be delivered by 8:30am next day)

3.4.3.2.4 Fulton County will provide a current list of equipment owned by the County or leased by the contractor at the Pre-Proposal Conference.

3.4.3.3 Current Estimated Volumes (derived from 2005 year to date statistics)

Mail

Inbound USPS	6,000 PPD
Outbound USPS	5,000 PPD
Interoffice mail	450 PPD
Presort	1250 PPD
Presort percentage	25%
Monthly postage spend	\$95,000
Current miles driven per day	240 +/-
Current outside stops	50
Current inside mail stops	107

Reprographics/Printing

Black & white copies 1,334,255 per month

Color copies	100,000 per month
Prints from files(e-mailed)	125 per month
Press impressions (flat)*	373,435 per month
Press impressions (envelope)*	286,717 per month
Two-color press work*	50,000 per month
Binds	250 jobs per month

3.4.3.4 Proposal Focus

3.4.3.4.1 Your proposal should be to offer specific on-site **turnkey solutions** for the print, reprographic and mail services for Fulton County Government. The goals should be to increase the level of services offered to the departments, increase the use of current technology, and reduce overall operating costs. Additionally, we wish to continue the centralized decision-making process used to determine whether a particular job is done by the Reprographic and Print Shop or by a pre-approved sub-contractor.

3.4.3.4.2 You must include a detailed **Transition Plan** in your proposal to include specific timelines. Base your Transition Plan on a January 1, 2006 contract start date.

3.5 TECHNICAL PROPOSAL FORMAT

3.5.1 The Technical Proposal must be responsive to all of the information requested in this RFP. Failure to include any required information in the proposal may, at the sole discretion of the County, cause rejection of the proposal.

3.5.1.1 When was your company established? In which state is your company incorporated? How long have you provided reprographics and mail services?

3.5.1.2 What are the company's annual revenues from reprographics and mail services? Please include an Annual Report or audited financial statement for the past year.

3.5.1.3 Where is your company headquartered? Does your company have an office location in the Metropolitan Atlanta Area?

3.5.1.4 Is your company completely independent or is it a subsidiary

of another company?

- 3.5.1.5 If your company is a division or subsidiary, state:
- a) Name of parent company
 - b) Is the division or subsidiary partially or wholly owned?
- 3.5.1.6 What products/services does your company offer in addition to the proposed services?
- 3.5.1.7 Does your company employ copier service technicians? Mail equipment service technicians?
- 3.5.1.8 How many employees does your company employ (nationally and locally)?
- 3.5.1.9 What percentages of these employees are on-site at client locations (nationally and locally)?
- 3.5.1.10 What is the average number of personnel at your customer sites (nationally and locally)?
- 3.5.1.11 What is the mission of your company? What is your vision?
- 3.5.1.12 What differentiates your company from your competitors?
- 3.5.1.13 What is your management philosophy in providing reprographics and mail services?
- 3.5.1.14 Explain your Health and Safety Programs.
- 3.5.1.15 Describe your company's Environmental Program.
- 3.5.1.16 What is your personnel retention rate in reprographics and mail services?
- 3.5.1.17 Describe any awards/recognition your company has received.
- 3.5.1.18 What associations and/or industry affiliations does your company actively support and participate in?
- 3.5.1.19 Describe the greatest challenge your company incurs in the marketplace today in the area of reprographics and mail services.

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- 3.5.1.20 How many reprographics, print and mail services sites does the company have nationally and locally?
 - 3.5.1.21 How many local sites do you have where you currently perform traditional printing that could be used for back up?
 - 3.5.1.22 How many management sites have been installed nationally and locally in the past three (3) years?
 - 3.5.1.23 State the location and number of management sites that are approximately as large as or larger than the proposed site.
 - 3.5.1.24 Give an overview of three (3) client companies in which you have shown process improvements over the contract period. These companies should either be similar in size and scope to those of the proposed and/or installed in the same market as proposed.
 - 3.5.1.25 Do you currently perform the requested services for a local, state or federal government agency?

3.5.2 REFERENCES

- 3.5.2.1 Please provide three (3) references, at least one (1) government client (that can be contacted) for whom you are providing a similar scope of services as the proposed. These references should include: Name of Company, Address, Name of Contact, Title, and Telephone Number, Staff Size, Type of Services Provided, and Date of Installation. Please provide information regarding process improvements and/or innovations you have brought to these operations.
- 3.5.2.2 Please provide a list of two (2) sites that we would be able to tour if you are selected as one of the finalists in this RFP process. At least one (1) site, and preferably both, should be within 25 miles of Atlanta. Please provide Name of Company, Address, Staff Size, Type of Services Provided, and Date of Installation. Please provide information regarding process improvements and/or innovations you have brought to these operations.

3.5.3 PROPOSED SYSTEM

- 3.5.3.1 Describe your proposed system and why you would handle it in this manner. For each service area, list the performance standards for each area of services offered and the benefits of each.
- 3.5.3.2 Describe your company's quality assurance process/programs. How is measurement criteria (benchmarking) determined?
- 3.5.3.3 What type of management process would be put in place to ensure that end-user is knowledgeable on how to use your services?
- 3.5.3.4 How would you ensure that end-users are knowledgeable on how to use your services?
- 3.5.3.5 What process would you put in place to identify end-users concerns, and how would you handle those concerns?
- 3.5.3.6 Describe your company's complaint resolution process. Include the steps taken and individuals involved for each step in the process.
- 3.5.3.7 State where and what types of back-up services are available on a local and/or national level?
- 3.5.3.8 What type of equipment is located in these back-up centers, and how are they utilized by the on-site facility?
- 3.5.3.9 Please outline your plan to ensure prompt resumption of normal operations in the event of a disaster or business interruption.
- 3.5.3.10 Describe how your plan would incorporate the fleet of convenience copiers the County currently leases and the existing County network infrastructure (assuming the convenience copiers are networked)?
- 3.5.3.11 Describe in detail how you would allow for on-line and Intranet job submission of both digital and traditional printing? Please provide demo CD's or URL's where this capability can be demonstrated.

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- 3.5.3.12 List the formats in which you can accept digital jobs and how these jobs will be archived?

3.5.4 EQUIPMENT

- 3.5.4.1 What type of equipment are you proposing for our site? Explain how you have determined that this equipment should be used.
- 3.5.4.2 Explain how you would use “direct to press” printing technology in addition to “direct to copier” technology.
- 3.5.4.3 Describe your recommendations for the financial responsibility, disposition and/or redeployment of existing equipment.
- 3.5.4.4 Describe your recommendation for handling lease and maintenance agreements and expenses on equipment.
- 3.5.4.5 How would you handle purchases of new equipment during the contract period?
- 3.5.4.6 Explain the procedure if you need to change equipment as our needs change.
- 3.5.4.7 How will you provide repair and maintenance cost history by equipment?

3.5.5 STAFFING

- 3.5.5.1 How do you determine the number of staff needed for our operation?

Note: Normal “open to the customer” operating hours are 8:30 a.m. to 5:00 p.m. weekdays, excluding County holidays. Additionally, proposer should include at least one (1) staff person who could provide coverage from at least 5:00 – 11 p.m. on weekdays, excluding County holidays

- 3.5.5.2 How do you determine the number of staff needed for our operation?
- 3.5.5.3 Please provide job descriptions for each of the employees who

would work on-site.

- 3.5.5.4 Please provide a flowchart showing the coverage and hours each of the employees will be working.
- 3.5.5.5 What is your recruiting and hiring process?
- 3.5.5.6 How would you handle hiring the current employees at our site?
- 3.5.5.7 Why do you feel you have the ability to hire top-notch employees in a tight labor market?
- 3.5.5.8 What employee turnover rate has your company experienced in the past two (2) years?
- 3.5.5.9 What type of merit increase system is used and what areas are your employees reviewed on? Describe how our input will become part of your appraisal process. Please include a copy of the employee appraisal form.
- 3.5.5.10 If we are unhappy with an employee' performance, what steps will be taken to replace that employee or what corrective action will occur?
- 3.5.5.11 If an employee is absent, what measures are taken to ensure a timely and trained replacement?
- 3.5.5.12 What type of training is provided to all of the on-site employees? How often are the training programs offered? Who provides the training to these employees?
- 3.5.5.13 Describe your customer service training to on-site employees.
- 3.5.5.14 Describe employee opportunities for advancement within your company.
- 3.5.5.15 What recognition and incentive programs do you provide to the on-site employees?
- 3.5.5.16 To what extent does your company use part time or temporary people in staffing customers' on-site operations?
- 3.5.5.17 Describe mail services training programs that the company facilitates that can be credited toward CMSDM certification

and include the curriculum and information on the facilities.

3.5.5.18 How many of your employees currently have CMSDM or CPC certification?

3.5.6 MANAGEMENT

3.5.6.1 Explain the local infrastructure that will support our operation. How much career experience in terms of years and number of installations have the key personnel in your office had with providing the requested services? Please note the staff position, years of experience and number of installations each has been involved in.

3.5.6.2 Identify who you propose to manage our on-site operations. Will this person be on-site? Provide a resume of his/her experience.

3.5.6.3 Describe the level of authority to resolve staffing, equipment, and service problems and how you propose to structure management to ensure that your company is responsive to our needs.

3.5.6.4 Describe the local analyst support available for our operation on an on-going basis.

3.5.6.5 Describe your system and method for tracking volume activity and departmental charge back?

3.5.6.6 Describe the types of monthly reports provided. Please attach a sample of these reports.

3.5.6.7 Describe in detail your business process standards?

3.5.6.8 Please list the sites that you have that are ISO compliant or ISO Certified?

3.5.7 IMPLEMENTATION (including transition)

3.5.7.1 What is your process for transition to/implementation of services?

3.5.7.2 Who is involved in the transition/implementation process?

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- 3.5.7.3 Describe the process you would follow, if awarded a contract, to ensure an effective management system from the first day. Include a time-line showing the items and timelines proposed.

3.5.8 TECHNOLOGY

- 3.5.8.1 Do you have any innovative ideas or approaches that you would establish for our operation? (List current and future ideas/approaches)
- 3.5.8.2 What is your company philosophy towards providing technological solutions to its customers?
- 3.5.8.3 What resources does your company utilize to provide technological solutions to its customers?
- 3.5.8.4 Does your company currently have a print and mail disaster recovery facility?
- 3.5.8.5 Describe in detail how you intend to get the departmental charge back information into Fulton County's existing general ledger system?
- 3.5.8.6 List and describe any other technological solutions that you can provide to make Fulton County reprographics and mail services more efficient?

3.5.9 Exceptions:

Describe any exceptions to the requirements in this RFP your organization cannot or will not meet.

3.5.10 Other Related Services or Solutions (optional):

If desired (but not required), you may describe other related services or solutions your company could offer that would enable Fulton County Government to offer a state-of-the-art environment for employees and the people we serve. List other solutions and services that the vendor is capable of providing that would demonstrate vendor's ability to be a strategic business partner with Fulton County Government. Describe these solutions or services in detail. In the event this contract is awarded, some of these solutions may be incorporated in the initial contract or subsequent amendments thereto.

3.6 SUB-CONTRACTORS

- 3.6.1 The Prime Contractor must perform no less than 51% of the total contract dollar value. If the Prime Contractor proposes a sub-contractor, the trades or crafts must be clearly indicated in the proposal for each sub-contractor as described in Section 6 of the RFP.
- 3.6.2 The Prime Contractor must ensure that all requirements of this contract are enforced in all sub contracts
- 3.6.3 The Prime Contractor shall comply with Fulton County's MFBE program as described in the attachment to this document.

3.7 INVOICES

Invoice should be sent to the address below to expedite payment:

General Services Department, Administrative Division
Attn: Contact Administrative (404) 730-5900
141 Pryor Street, Suite G-119
Atlanta, GA 30303

Invoice submitted must include the purchase order number, item number(s) and item description(s), and net prices.

Invoices will be returned unpaid to the vendor when one of the following conditions exists:

1. Invoice does not contain all the required information.
2. Price on the invoice does not correspond to the bid price.

The bidder agrees to observe Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by the General Services Department.

Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq, pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have

no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

The successful vendor will comply with all lawful agreement, if any, which the said successful vendor has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages

3.8 COST PROPOSAL FORMAT AND CONTENT

3.8.1. The Cost Proposal shall be provided in a **separate sealed envelope** in accordance with this RFP. The Cost Proposal shall include current information and shall be arranged and include the content as describe below:

The Proposer is required to complete all of the Cost Proposal Form included in Exhibit 1.

3.8.2 Pricing (NOTE: THIS PORTION MUST BE PLACED IN A SEPARATE, SEALED ENVELOPE AND CLEARLY MARKED)

3.8.2.1 Describe your proposed pricing structure and state, from contract start, how long you guarantee to hold this pricing structure.

3.8.2.2 Please include the proposed “base” monthly fee and itemize what is included in this price (e.g., staff + equipment + a fixed number of black and white copies).

3.8.2.3 Please list all other services in “package form” and their respective prices. Please list the cost per copy for black and white copies over the “base” amount, color copies, press impressions, and as applicable, the other services listed in Section 3.5-Technical Proposal Format.

3.8.2.4 Describe how you would prefer to address future price increases.

3.9 SUBSTITUTION OF APPROVED CONTRACTOR KEY TEAM MEMBERS:

The County will select the Contractor to perform the services contemplated under this solicitation based, in part, on the past successful experience and expertise of the Contractor and its proposed team members. Accordingly, Contractor shall not, absent good cause, replace or remove the team members presented to the County during the solicitation process, or the County approved Contractor key team members during the terms of the Contract, without the prior written approval of the County. If any key member of the County approved Contractor team shall retire, resign, or otherwise cease employment with Contractor, Contractor shall promptly appoint a replacement team member who shall be subject to prior approval by the County. County reserves the right to reject any replacement team member.

If the County, in its sole discretion, determines that any key team member is performing their responsibilities under the Contract in an unsatisfactory manner or if irreconcilable differences or an unworkable relationship shall arise, Contractor shall, within five (5) days after receipt of written notice from the County of such circumstance, replace such key team member with a successor acceptable to the County; provided, however, the County represents that it will not give such notice to Contractor unless and until the County, in its sole determination, has exercised reasonable efforts to rectify to its satisfaction, the adverse circumstances regarding the key team member. Any changes in the staffing of Contractor will require written notification to the County and the County's written approval of the replacement team member.

SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

Selection will include an analysis of proposals by a selection committee composed of three (3) members from General Services Department and two (2) Purchasing Staff. The committee may request interviews and/or site visits. The committee will report its finding and recommendations to the Director of General Services Department who shall then make a recommendation to the members of the Fulton County Commission.

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

(Space intentionally left blank)

	EVALUATION CRITERIA	WEIGHT
	Technical Proposal	
(1)	Management approach (employee focus, training, incentives, on-site management & reporting, transition plan)	15 points
(2)	Home Office Location (Local Preference) (Receiving local preference is based on organization having a home office or an active business office located in Fulton County.)	10 points
(3)	Technical Ability (references, past performance, supporting functions)	20 points
(4)	Customer Focus (customer service plan, new idea)	15 points
(5)	Innovations (programs, technology, services)	5 points
(6)	Financial Strength of Company	10 points
	Cost Proposal	
	Pricing (fixed and variable costs to Fulton County)	25 points
	TOTAL POINTS	100

SECTION 5
PROPOSAL FORMS

5.1 INTRODUCTION

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

Procurement Affidavits

- Procurement Affidavit Form 1 Certification Regarding Debarment
- Procurement Affidavit Form 2 Form A: Non-Collusion Affidavit (Prime)
 Form B: Sub-Contractor Non-Collusion
 Affidavit
- Procurement Affidavit Form 3 Certificate of Acceptance of Request for
 Proposal Requirements

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

CERTIFICATION REGARDING DEBARMENT

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

1) INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

- (a) *Authority to suspend.*

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

**CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS**

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

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

SECTION 6

CONTRACT COMPLIANCE FORMS

INTRODUCTION

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

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or
Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ Title Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES												
CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

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

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

Signature _____

Title _____

Date _____

(Subcontractor)

Signature _____

Title _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

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

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

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

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

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

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

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

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared _____

_____, the undersigned known to me to be the person

described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

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

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____
 (Signature)

_____ (Printed Name)

Nortary: _____

Date: _____

My Commission Expires: _____

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

SECTION 7

INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE			
Combined Single Limits	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			
4. ELECTRONIC DATA PROCESSING LIABILITY			
(Required if computer contractor)	Limits	-	\$1,000,000
5. UMBRELLA LIABILITY			
(In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
6. PROFESSIONAL LIABILITY			
(Required if respondent providing quotation for professional services).	Each Occurrence	-	\$1,000,000
7. FIDELITY BOND			
(Employee Dishonesty)	Each Occurrence	-	\$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
 130 Peachtree Street, S.W.
 Suite 1168
 Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating

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to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

SECTION 8

PERFORMANCE AND PAYMENT BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS [insert name contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated _____, which is incorporated herein by reference in its entirety, for the [name of project], more particularly described in the Contract (herein called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and

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any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By:

Attest:

Secretary

_____(SEAL)
(Surety)

By:

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant " all be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

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4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
 5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
 6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
 7. This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this of _____, _____.

_____(SEAL)
(Principal)

By:

Attest:

Secretary

_____(SEAL)
(Surety)

By:

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

**SECTION 9
SAMPLE CONTRACT**

**CONTRACT BETWEEN FULTON COUNTY
AND _____
FOR PRINT, REPROGRAPHICS AND MAIL SERVICES**

THIS CONTRACT, entered into this ____ day of _____, 2005, by and between **FULTON COUNTY** (hereinafter referred to as "COUNTY"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY, through its Department of General Services, has identified the need for Print, Reprographic and Mail Services in support of Fulton COUNTY Government operations; and

WHEREAS, the COUNTY by and through its Department of General Services, has determined that this need can best be met by retaining the services of a CONTRACTOR who specializes in providing these services; and

WHEREAS, the COUNTY has requested competitive proposals for Print, Reprographic and Mail Services; and

WHEREAS, the COUNTY and CONTRACTOR desire to enter into a Contract for provision of such services, the scope of services that is more specifically defined in paragraph 2 of this Contract.

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

1. ASSIGNMENT OF AGREEMENT

Neither party shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the other party. Such consent shall not be unreasonably withheld.

2. SCOPE OF WORK

a. The COUNTY retains CONTRACTOR and CONTRACTOR accepts retention by the COUNTY to render Print, Reprographics and Mail Services in Fulton COUNTY facility as specified in Request for Proposal (RFP) #_____, CONTRACTOR'S response to that RFP, and any and all clarifications or amendments thereto, all of which are incorporated herein, made part of this Contract, and referred to collectively as the "Contract Documents". CONTRACTOR shall perform all such services, including any and all agreed upon in written amendments, in the manner and to the extent required by the parties herein. (RFP) #_____ is hereby attached and incorporated herein as Attachment A. The Executive Summary, Proposed Solution, RFP Questions Response, Copy Center Solution Detail, Mail Services Solution Detail, On-Line Print and Copy Services Detail, Financial Summary, Implementation Plan, Account

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Management Section, Service Strategy Session, Human Resources Strategy and attachments _____ of the CONTRACTOR'S response are hereby attached and incorporated herein as Attachment B. CONTRACTOR is to furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide Print, Reprographics and Mail Services as specified in Attachment A and listed in Attachment B.

- b. The work and services to be performed is an exercise of propriety, rather than a governmental function.
- c. CONTRACTOR shall commence providing Print, Reprographics and Mail Services as stated in the Request for Proposal (RFP) #_____ and CONTRACTOR'S own proposal in response to that RFP. In the event there is a conflict between the scope of work described in the Request for Proposal and the CONTRACTOR'S response, the description in the Request for Proposal takes precedence, unless the change has been formally agreed to in writing by the COUNTY as part of this Contract.
- d. Any additional services that are to be performed by CONTRACTOR and not included in the RFP or the proposal response must be approved in writing by the COUNTY in advance of CONTRACTOR providing services pursuant to Fulton COUNTY's Change Order Policy and Procedure # 800-6.
- e. Both parties shall comply with applicable Federal, State and COUNTY regulations at all times. Notwithstanding the foregoing, COUNTY

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-
- acknowledges that it is aware of the Private Express Statutes (the PES) and agrees that the COUNTY and the CONTRACTOR shall both be responsible for compliance with the PES
- f. CONTRACTOR shall maintain all work, storage and office areas assigned to CONTRACTOR under this Contract in a manner so these areas present a neat, professional appearance at all times. At least weekly, CONTRACTOR shall set aside sufficient time and designate sufficient personnel and material resources for a thorough cleanup of all assigned work areas. This level of cleaning shall include cleaning the exteriors of all equipment (COUNTY or CONTRACTOR owned), removing refuse on the floor areas underneath the equipment, and to the extent practical, and wall areas behind the equipment. The CONTRACTOR shall also straighten up the office, production and paper storage areas at least weekly by removing empty boxes and unused materials and neatly stacking stored paper containers. The COUNTY is responsible for sweeping all work, office and storage area floors and emptying trash containers daily during the work week. The COUNTY shall also ensure the tiled floors are wet-mopped at least once per week. The COUNTY will clean all overhead HVAC-related vents twice annually.
- g. CONTRACTOR shall store hazardous chemicals in appropriate containers, properly mark them and keep the supplies of these chemicals in the area provided for this purpose. CONTRACTOR shall ensure that any spillage of

-
- these chemicals is immediately cleaned up by CONTRACTOR'S personnel.
- h. Licensed Fulton COUNTY pest control employees shall provide normal pest control services on a regularly scheduled and as-needed basis.
 - i. CONTRACTOR shall have the exclusive right to operate the COUNTY'S Print, Reprographics and Mail Services facilities as described in the RFP #_____.
 - j. Prior to commencement of this Contract, the Director, Department of General Services, shall appoint an individual within the General Services Department to act as the COUNTY'S Contract Administrator for this Contract. The COUNTY will provide the CONTRACTOR the Contract Administrator's name, work location and phone number in writing no later than the Contract start date.
 - k. To ensure effective communications between and among CONTRACTOR, CONTRACTOR'S personnel, COUNTY, and COUNTY'S personnel and to facilitate uncompromising service, CONTRACTOR will provide the emergency (work, home, cellular) telephone numbers of management personnel to facilitate the resolution of problems. Such numbers shall include, but not be limited to, the CONTRACTOR'S Regional Director of Operations (or equivalent) and the CONTRACTOR'S on-site Manager assigned under this Contract.
 - l. COUNTY shall be responsible for ensuring that it has appropriate rights to

all materials that it directs the CONTRACTOR to copy, use or distribute.

3. TENANT SATISFACTION PROGRAM (PERFORMANCE MEASURES)

- a. The General Services Department will periodically conduct COUNTY-wide surveys to determine the level of COUNTY satisfaction with CONTRACTOR'S goods and services. The results of these surveys will be provided to CONTRACTOR and will play a major role in determining whether the COUNTY desires to exercise any or all of the available annual renewal options.
- b. CONTRACTOR is encouraged to conduct periodic surveys to determine additional refinements that can be made in their services.

4. AUDIT

- a. For the term of this agreement and for a period of thirty six (36) months after final payment required hereunder is issued, the COUNTY shall have the right to cause the COUNTY'S Internal Audit Department to audit CONTRACTOR'S records and documents, upon reasonable notice, at reasonable times, and where such records are normally maintained by CONTRACTOR, for the sole purpose of determining if number of hours worked, labor charges, prices charged, etc. are consistent with Contract requirements. The CONTRACTOR agrees to retain all necessary files pursuant to the Contract during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and

inspection.

- b. CONTRACTOR agrees to include audit requirements specified in the paragraph above in any and all Contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the COUNTY.

5. OPERATING HOURS

- a. Normal operating hours:
 - 1. **Print & Reprographics Shop**—Open to customers from 8:30 a.m. to 5:00 p.m. each business day, excluding weekends and COUNTY holidays. CONTRACTOR shall provide at least one person to cover the period from 5:00 p.m. to 11:00 p.m. on business days to provide print and reprographic capability after normal business hours; however, the Print Shop will not normally be open to customers during these hours. CONTRACTOR may elect, with the Contract Administrator’s approval, and following coordination with the Fulton County Police Department, Security Division, to provide after-hours coverage beyond the 5:00 p.m. to 11:00 p.m. period stated above.
 - 2. **Mailroom**— Open to customers from 8:30 a.m. to 5:00 p.m. each business day, excluding weekends and COUNTY holidays. CONTRACTOR shall staff the Mailroom with at least one person

between 5:00 p.m. and 5:30 p.m. to accommodate the last U.S. Postal Service pickup and delivery of the day in this time period. Additionally, a portion of the mailroom will be set aside by the CONTRACTOR to serve as a drop off for express mail and packages being picked up by United Parcel Service at 4:30 p.m. each business day.

3. The CONTRACTOR shall submit a request for any changes to these normal operating hours in writing to the Contract Administrator at least 10 business days in advance of planned implementation. The CONTRACTOR'S on-site Manager may approve overtime work to meet COUNTY needs during the work week. Should the CONTRACTOR'S on-site Manager determine overtime is required to meet COUNTY requirements during a weekend or COUNTY holiday, the on-site Manager shall submit the request in writing and obtain written approval from the Contract Administrator at least 24 hours in advance (this may be done via the COUNTY'S e-mail system).
- c. Excluding overtime, any changes in the normal operating hours must be communicated by the Contract Administrator via appropriate written/electronic means to customers who use CONTRACTOR'S services provided under this Contract.

6. COMPENSATION FOR SERVICES

a. Compensation for all services provided by CONTRACTOR shall be as follows:

(1). Management Fee = \$_____ per month. This fee includes the services and equipment listed in CONTRACTOR’S Cost Proposal (which is a part of Attachment B).

(2). Additional compensation to CONTRACTOR:

a. Black and white copies (up to and including _____ copies/month): \$0.00 per impression

b. Black and white copies (over _____ copies/month): \$____ per impression

c. Color copies: \$____ per impression

d. Print impressions: \$____ per impression

e. Overtime labor charges (charged in addition to copying and print charges):

Position	Contractor employee	Contractor employee	Contractor employee
Weekdays	\$___/hr	\$___/hr	\$___/hr
Weekends	\$___/hr	\$___/hr	\$___/hr
COUNTY Holidays	\$___/hr	\$___/hr	\$___/hr

f. When they are a part of a copy or print job, the following services are included in the costs shown above:

Binding (GBC, thermal and stapling)

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Cutting
Padding
Collating
Drilling
Prepress work (lineup table)
Folding
Shrink wrapping

g. If any of the services in subparagraph f. immediately above are requested and are not part of a copy or print job, CONTRACTOR shall be compensated based on CONTRACTOR'S actual costs (labor and materials) to perform the requested service.

b. Annual price increases for labor and materials shall not exceed annual CPI increase for the Statistical Metropolitan Atlanta Area for the previous 12-month period without documentation to justify higher increases. CONTRACTOR shall submit all proposed price increases in excess of the CPI to the General Services Contract Administrator at least 120 days before the end of each Contract year (a "Contract year" is identical to the calendar year).

7. MANAGEMENT REPORTS

A. CONTRACTOR shall provide to the Fulton COUNTY Contract Administrator a Management Performance Report (MPR), on a monthly basis. Each MPR shall address operating performance for the most

recent past month, and operating performance year-to-date. Parties shall agree upon the MPR's format and exact contents to the CONTRACTOR in writing prior to the initial Contract start date.

- B.** All reports must be received by the 15th of the month following the calendar month that is being reported. Failure to submit reports in a timely manner may be considered a breach of this Contract.

8. RESPONSIBILITY FOR CLAIMS AND LIABILITY

CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents, employees, successors, and assigns from and against all loss, cost damage, claim, suit and judgment, including attorney's fees, arising out of or resulting from the negligent, intentional or willful performance or non-performance of the work. CONTRACTOR'S duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with CONTRACTOR'S negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The CONTRACTOR'S duty to indemnify shall extend to all claims, damage, loss or expense caused in whole or in part by any negligent act or omission, or intentional or willful misconduct of the CONTRACTOR any Sub-Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR shall not hold harmless or indemnify

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the COUNTY to the extent such claims are caused by the COUNTY's employees or agents. CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to any matter arising out of any actual infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. COUNTY shall be responsible for ensuring that it has appropriate rights to any material that it directs CONTRACTOR to copy, use or distribute, and the COUNTY shall be solely responsible for all costs incurred by CONTRACTOR stemming from the COUNTY's failure to ensure that it has appropriate rights to any material that it directs CONTRACTOR to copy, use or distribute. CONTRACTOR further agrees to protect, defend, indemnify and hold harmless the COUNTY and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONTRACTOR. However, nothing herein shall be construed as placing a greater burden on CONTRACTOR than those required by applicable Worker's Compensation laws and statues. CONTRACTOR'S maximum liability under this section is limited to those amounts set forth in Section 14. However, nothing herein shall be construed as eliminating CONTRACTOR'S obligation to indemnify the COUNTY up to the limits set forth in Section 13, where any

applicable insurance policy is not current, the act or omission is deemed by the insurance company to not be a covered event under the applicable policy, or the insurer fails to pay a claim arising from any negligent act or omission, or intentional or willful misconduct of the CONTRACTOR any Sub-Contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. COUNTY agrees to indemnify and hold harmless CONTRACTOR, its respective directors, officers and employees, from all losses, claims of losses, damages and expenses (including without limitation court costs and reasonable attorneys' fees) asserted against CONTRACTOR to the extent caused by the negligent acts or omissions or misconduct of COUNTY, to the extent permitted by law. The COUNTY'S maximum liability for its obligation to indemnify and hold harmless the CONTRACTOR, to the extent permitted by law, is limited to the yearly value of the contract found in Article 6. However, nothing herein shall be construed as waiving the COUNTY'S sovereign immunity or the official and qualified immunities of the COUNTY'S employees, officials and officers.

9. TERMINATION

- A.** COUNTY and CONTRACTOR agree that either party shall give a minimum of sixty (60) calendar days prior written notice to terminate for convenience.
- B.** If through any cause, CONTRACTOR shall fail to perform the required

services as specified in the Contract Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this Contract are violated by CONTRACTOR, the COUNTY shall thereupon give CONTRACTOR ten (10) calendar days to cure such violation by written notice to CONTRACTOR thereof. If the violation is not cured within such ten (10) calendar day period, then COUNTY may terminate this Contract immediately. Said written notice will be sent via certified mail to CONTRACTOR at the last address given to the COUNTY by CONTRACTOR. Notification is considered complete upon mailing, via certified mail, by COUNTY. If the Contract is terminated by the COUNTY, CONTRACTOR shall be permitted to collect payment for unpaid Print, Reprographics and Mail Services performed for any COUNTY Agency/Department that were performed prior to the Contract termination date.

- C.** In the event this Contract is terminated due to breach, and notwithstanding Section B, herein, the COUNTY retains all rights to compensation from CONTRACTOR for any and all reasonable losses resulting from such breach. Such compensation to the COUNTY shall not exceed the amount of the CONTRACTOR'S performance bond identified in Section 14.
- D.** In the event that the COUNTY determines that it is no longer in its best interest to provide these services contemplated herein through use of an

independent CONTRACTOR, or if funds to continue the Contract become unavailable, the COUNTY may terminate this Contract, without any liability whatsoever upon the COUNTY, by giving sixty (60) calendar days notice in writing (by certified mail) to CONTRACTOR.

E. In the event that the CONTRACTOR determines that it is no longer in its best interest to continue provision of Print, Reprographics and Mail Services, the CONTRACTOR may terminate this Contract, without any liability whatsoever upon the CONTRACTOR, by giving (60) calendar days notice in writing (be hand delivery or posting in the U.S. Mail) to COUNTY stating the reasons for such termination.

F. Upon termination of the Contract, the CONTRACTOR shall immediately turn over to the COUNTY all information, reports, data, COUNTY-owned equipment, etc, in its possession, respective of whether such information or report data is in a completed form. Notwithstanding the above, COUNTY agrees that all confidential or proprietary information used or created by CONTRACTOR to provide services shall be and remain the sole and exclusive property of CONTRACTOR or its licensors, including software, accounting systems including but not limited to

COUNTY further agrees that it shall not use such information for any

purpose not directly related to the provision of services by CONTRACTOR. COUNTY also agrees that upon termination of this Agreement, such information shall immediately be returned by COUNTY to CONTRACTOR.

G. Equipment and Equipment maintenance:

(1). If the COUNTY terminates this contract for breach, the CONTRACTOR shall be responsible for any payments due on equipment purchased or leased by the CONTRACTOR. The CONTRACTOR shall also be responsible for any maintenance agreements CONTRACTOR has entered into for the equipment. In the event the COUNTY desires to continue using any equipment after the contract is terminated for breach, the COUNTY may, but is under no obligation to, assume payment for any assignable equipment and equipment maintenance agreement the CONTRACTOR has entered into in order to perform the scope of work of this contract. However, in no event will the COUNTY'S obligation for leased equipment or any maintenance agreement exceed or extend beyond the calendar year in which the contract is terminated. If the COUNTY chooses not to use and pay for this equipment, CONTRACTOR shall, prior to the effective date of the termination, and during such timeframe as is mutually agreed upon

by both COUNTY and CONTRACTOR, remove the equipment at CONTRACTOR'S own cost and risk. COUNTY shall take no action to prevent or delay CONTRACTOR from removing such equipment.

- (2). If the COUNTY terminates this contract for any reason other than breach or elects not to renew the contract, the COUNTY shall purchase from CONTRACTOR any equipment specifically bought by CONTRACTOR in order to perform the scope of work under the contract. The cost of the equipment shall be determined by the amortized schedule contained in Attachment ____ to the contract. The COUNTY shall also be responsible for the remaining lease term of any equipment specifically leased by CONTRACTOR in order to perform the scope of work under the contract. However, in no event will the COUNTY's obligation for leased equipment, exceed or extend beyond the calendar year in which the contract is terminated. The COUNTY shall also be responsible for paying for any maintenance agreement CONTRACTOR has entered into for any equipment, so long as the contracted for maintenance service is still provided on the equipment. However, in no event will the COUNTY'S obligation for any maintenance agreement, exceed or extends beyond the calendar year in which the contract is terminated.

(3). If the CONTRACTOR terminates this contract for its convenience, the CONTRACTOR shall be responsible for any payment due on equipment purchased or leased by the CONTRACTOR. The CONTRACTOR shall also be responsible for any maintenance agreement CONTRACTOR has entered into for this equipment. In the event the COUNTY desires to continue using such equipment after this contract is terminated the COUNTY may, but is under no obligation to, offer to assume payment for any assignable equipment and equipment maintenance agreement the CONTRACTOR has entered into under this contract in order to perform the scope of work of this contract. However, in no event will the COUNTY'S obligation for leased equipment or any maintenance agreement exceed or extend beyond the calendar year in which the contract is terminated. If the COUNTY does not choose to use and pay for this equipment, CONTRACTOR shall, prior to the effective date of the termination, and during such timeframe as is mutually agreed upon by both COUNTY and CONTRACTOR, remove this equipment at CONTRACTOR'S own cost and risk. COUNTY shall take no action to prevent or delay CONTRACTOR from removing such equipment.

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- (4). If the CONTRACTOR terminates this contract for the COUNTY'S breach, the COUNTY shall purchase from CONTRACTOR any equipment specifically bought by CONTRACTOR in order to perform the scope of work under the contract. The cost of the equipment shall be determined by the amortized schedule contained in Attachment ___ to the contract. The COUNTY shall also be responsible for the remaining lease term of any equipment specifically leased by CONTRACTOR in order to perform the scope of work under the contract. However, in no event will the COUNTY's obligation for leased equipment, exceed or extend beyond the calendar year in which the contract is terminated. The COUNTY shall also be liable for paying for any maintenance agreements CONTRACTOR has entered into for this equipment as long as the contracted maintenance service is still provided on this equipment. However, in no event will the COUNTY's obligation for any maintenance agreement, exceed or extend beyond the calendar year in which the contract is terminated.
- (5). Upon termination of this contract by either party for any reason, CONTRACTOR shall, prior to the effective date of the termination, and during such timeframe as is mutually agreed upon by both COUNTY and CONTRACTOR, remove all proprietary cost

accounting software owned by CONTRACTOR, and the Manager's Workstation originally installed by CONTRACTOR at CONTRACTOR'S own cost and risk. COUNTY shall take no action to prevent or delay CONTRACTOR from removing such software or equipment.

10. DEFICIENT PERFORMANCE

- A.** The CONTRACTOR'S performance and associated reporting requirements set forth in the Contract Documents are critical. CONTRACTOR is expected to comply without exception and in a prompt fashion to all work requirements and with the presentment of scheduled documents and payments to the COUNTY. If the CONTRACTOR fails to comply with these requirements, the following will occur:
- (1).** The CONTRACTOR shall have ten (10) calendar days from the date of the deficiency to correct the deficiency.
 - (2).** If the CONTRACTOR fails to correct the deficiency in the time allowed, a formal notice of uncorrected deficiency will be issued.
- B.** The CONTRACTOR acknowledges that failure to perform in the manner and format specified may cause the COUNTY to suffer an undue burden and may result in termination of the Contract for cause.

11. INDEPENDENT CONTRACTOR

Nothing contained herein shall be deemed to create any relationship other than that of an independent CONTRACTOR between the COUNTY and CONTRACTOR. Under no circumstances shall CONTRACTOR, its Sub-Contractors, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the COUNTY. CONTRACTOR expressly acknowledges that its Sub-Contractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of the COUNTY and no property interest in employment based on the Contract herein.

12. BONDS AND INSURANCE

- A.** All bonds shall be provided to and accepted by the COUNTY in accordance with the requirements stated in the specifications of the Contract Documents and must be in place before work is started. The CONTRACTOR shall provide the COUNTY with a certificate of insurance evidencing such coverages set forth above before the Contracted starting date and shall provide a new certificate of insurance to the COUNTY upon or prior to the renewal date of any expiring insurance policy as described in the RFP specifications.
- B.** It shall be the CONTRACTOR'S responsibility to monitor the status of the

bond and insurance companies to be certain that the bonds and insurance policies continue to be current and valid during the entire term of the Contract, including renewal periods if and when approved by the Fulton COUNTY Board of Commissioners. If a bond or insurance policy becomes invalid for any reason, the CONTRACTOR must provide the COUNTY with written notice of same within seventy-two (72) hours of notification to CONTRACTOR. Furthermore, CONTRACTOR must provide the COUNTY with a current, valid bond and/or insurance policy within five (5) calendar days.

13. LIMIT OF LIABILITY

CONTRACTOR'S maximum liability under this Agreement is limited to those amounts set forth above. The CONTRACTOR shall not be liable for more than two hundred-fifty dollars (\$250.00) per document envelope or package in the event of physical loss, damage, or delay in delivery.

14. TERM OF CONTRACT

The term of this Contract shall commence at 12:01 a.m., January 1, 2006 and continue for a total Contract time up and through midnight, December 31, 2006. Notwithstanding any other provisions of this Contract, this Contract shall terminate absolutely and without further obligation of the COUNTY (a) at the close of the calendar year in which it is executed if the COUNTY, not later than sixty (60) calendar days prior to the end of such calendar year, issues a written

“Notice of Termination” to the CONTRACTOR; (b) at the close of the fiscal year in which it is executed, if the Board of Commissioners fails to appropriate funding for the Contracted operations and maintenance and repair of COUNTY-owned equipment associated with this Contract for the succeeding fiscal year. This Contract may be renewed via annual Board of Commissioners’ approval a total of three (3) times in one-year increments, for a total potential Contract period extending through December 31, 2009 if the COUNTY exercises all renewal options with the written agreement of the CONTRACTOR. Termination pursuant to this provision of the Contract shall not result in a claim for payment or damages by CONTRACTOR, except that the CONTRACTOR shall be paid for actual services rendered through the date of termination

15. VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract and the incorporated Contract Documents constitute the entire Contract between COUNTY and CONTRACTOR and there are no further written or oral Contracts with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing. Comply with Fulton COUNTY’s Change Order Policy and Procedure # 800-6 and approved by the Board of Commissioners.

16. NON-DISCRIMINATION

CONTRACTOR agrees to comply with Federal laws, State laws, COUNTY rules and regulations, and COUNTY policies and procedures relative to non-discrimination in employment practices and to non-discrimination in client and client services practices on the basis of political affiliation, sexual orientation, religion, race, color, sex, disability, age or national origin.

17. SEVERABILITY OF TERMS

If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

18. CAPTIONS

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract or the intent of the provision thereof.

19. NOTICES

Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton COUNTY:

_____	141 Pryor St., Suite G-119
(Title) General Services Department	Atlanta, Ga. 30303

Send copies to the Director of Fulton COUNTY General Services Department and the COUNTY Attorney.

Furthermore, any and all notices required under this Contract shall be sent via

certified mail, to the following individual on behalf of the CONTRACTOR:

_____	Suite # _____
(Title)	Street Address
Company Name	Atlanta, GA _____

20. WAIVER OF BREACH

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

21. FORCE MAJEURE

Neither the COUNTY nor the CONTRACTOR shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the CONTRACTOR from performing its obligations hereunder in the event of strikes by CONTRACTOR'S employees or agents.

22. PERSONNEL AND EQUIPMENT

CONTRACTOR shall identify in writing a project manager who shall have sole authority to represent CONTRACTOR on all manners pertaining to this Contract. CONTRACTOR represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete CONTRACTOR'S Services

under the Contract, none of whom shall be employees of or have any Contractual relationship with COUNTY. All of the services required hereunder will be preformed by CONTRACTOR under CONTRACTOR'S supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

23. GOVERNING LAW

This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

In witness whereof, the parties have executed this amendment.

For Contractor's Company Name

Contractor's Name (seal)
Contractor's Title

For Fulton County

Approved as to Form: Attest:

Office of the County Attorney Mark Massey (seal)
Clerk to the Commissioners

Approved as to Content:

Willie A. Hopkins, Jr., Director Karen C. Handel, Chairman
General Services Department Board of Commissioners