



**INVITATION TO BID # 14ITB90434A-CC**

**DIGITAL SCANNING, ARCHIVAL, PRINTING /PLAT IMAGING SERVICES**

**For**

**CLERK OF SUPERIOR COURT**

**BID DUE DATE AND TIME: Friday, November 15, 2013 11:00 A.M.**

**BID ISSUANCE DATE: Friday, October 18, 2013**

**PURCHASING CONTACT: Cheryl Cochran at (404) 893-1723**

**E-MAIL: [Cheryl.Cochran@fultoncountyga.gov](mailto:Cheryl.Cochran@fultoncountyga.gov)**

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

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**INVITATION TO BID**  
**Digital Scanning, Archival, Printing/Plat Imaging Services**

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for Laboratory Testing Services will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, legal prevailing time, on **Friday, November 15, 2013**.

**SCOPE OF WORK**

Provide all labor and equipment necessary to make digital images by document type, case and index, using specified taxonomy of the Client. Utilize automated digital document scanners to capture all images, install server(s), workstations, and local network to support digital scanning. The purpose of digital image scanning and conversion to image scanning is to make available an image database to the Client and enhance service delivery levels to the citizens of Fulton County. Documents are to be scanned daily with a 24-hour turn-around. Microfilm documents will be made from the scanned images in accordance with the micrographic standards.

**BID DOCUMENTS**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

**PURCHASING CONTACT**

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government  
Department of Purchasing & Contract Compliance  
Attn: Cheryl Cochran  
Fulton County Public Safety Building  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Email: Cheryl.Cochran@fultoncountyga.gov  
Fax: (404) 893-1723  
Reference Bid #: 14ITB90434A-CC

**END OF SECTION**

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

The Contract Documents shall define and describe the complete work to which they relate.

### 2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND TWO (2) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

### 3. RECEIPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. The original signed Bid with two (2) copies shall be submitted in a

sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **Digital Scanning, Archival, Printing/Plat Imaging Services**

**REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
4. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
5. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (see Section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

#### **4. ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received **no later than 2:00 PM legal prevailing time, Thursday, November 7, 2013**. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance

Attn: Cheryl Cochran

Fulton County Public Safety Building

130 Peachtree Street, S.W., 1168

Atlanta, GA 30303

Fax: (404) 893-1723

BID #: 14ITB90434A-CC

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of Bidders/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if any addend are issued to this Invitation to Bid.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

**5. SITE EXAMINATION**

There will not be a scheduled site visit for this project.

**6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS**

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

**7. INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain during the life of this Agreement,

Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

**8. RIGHT TO REJECT BIDS**

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

**9. 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.

**10. EXAMINATION OF CONTRACT DOCUMENTS**

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

## 11. BID EVALUATION

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, offered Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any offered subcontractors or equipment manufacturers listed on the Bid, and to submit other material information relative to offered Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any offered Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any

Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

## 12. **AWARD CRITERIA**

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

A. **Responsiveness:** The determination of responsiveness will be determined by the following:

- a. The completeness of all material, documents and/or information required by the County;
- b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following

- a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
- e. Has the appropriate and adequate technical experience necessary to perform the Work;
- f. Has adequate personnel and equipment to do the Work expeditiously;
- g. Has suitable financial means to meet obligations incidental to the work.

**13. DISQUALIFICATION OF BIDDERS**

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

**14. BASIS OF AWARD**

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. All other required Contract Documents must be fully completed and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

**15. PROFESSIONAL LICENSES (NOT-APPLICABLE)**

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

**16. WAGE CLAUSE**

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**17. NOTICE OF AWARD OF CONTRACT**

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

#### **18. EXECUTION OF CONTRACT DOCUMENTS**

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor. Attached to each document shall be certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

**19. EQUAL EMPLOYMENT OPPORTUNITY (“EEO”) IN PURCHASING AND CONTRACTING**

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County’s Non Discrimination in Contracting and Procurement.

**20. JOINT VENTURE**

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The 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.

**21. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder’s failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

**22. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and Bidders are notified that all bids/Bids for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/Bids. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/Bidders intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

**23. SUBCONTRACTING OPPORTUNITIES**

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

**24. TERM OF CONTRACT**

**MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

**a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2014, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31<sup>st</sup> day of December, 2014. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2015 and shall end no later than the 31<sup>st</sup> day of December, 2015. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2016 and shall end no later than the 31<sup>st</sup> day of December, 2016. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**25. NO CONTACT PROVISION**

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.

**26. AUTHORIZATION TO TRANSACT BUSINESS**

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

**27. PRE-WORK CONFERENCE / KICK-OFF MEETING**

A pre-work conference may be held with the successful Bidder and all known Subcontractors at a time and place set by the County.

**28. BID GENERAL CONDITIONS**

1. Bids 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.

Bids 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 Bidders in the request for Bids of the number of days that Bidders will be required to honor their Bids. If an Bidder is not selected within 60 days of opening the Bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all Bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder 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.
5. The successful Bidder 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 Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All 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.
10. All 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).

**29. Submittals**

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

|     | <b>Bid Submittal Check Sheet</b>   | <b>Check<br/>(√)</b> |
|-----|--|----------------------|
| 1.  | <b>Georgia Security and Immigration Contractor Affidavit(s) and Agreements</b>           |                      |
| 2.  | <b>Georgia Security and Immigration Subcontractor Affidavit(s)</b>                       |                      |
| 3.  | <b>Bid Form</b>  |                      |
| 4.  | <b>Acknowledgment of Addenda</b>   |                      |
| 5.  | <b>Bid Bond (not applicable for this project)</b>  |                      |
| 6.  | <b>Non-Collusion Affidavit</b>   |                      |
| 7.  | <b>Certificate of Acceptance of Request for Bid</b>                                      |                      |
| 8.  | <b>Georgia Utility Contractor's License (if applicable)</b>                              |                      |
| 9.  | <b>Georgia General Contractors License (if applicable)</b>                               |                      |
| 10. | <b>Georgia Professional License (if applicable)</b>                                      |                      |
| 11. | <b>Certificate Regarding Debarment</b>   |                      |
| 12. | <b>Disclosure Form and Questionnaire</b>   |                      |
| 13. | <b>Office of Contract Compliance Requirements<br/>(submitted in a separate envelope)</b> |                      |
| 14. | <b>Proof of Insurance Coverage</b>   |                      |

**END OF SECTION**

**BID FORM**

Submitted To: Fulton County Government

Submitted By: Roland Lane

For: **Digital Scanning, Archival, Printing,/ Plat Imaging Services**

Submitted on October 2, 2013.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ \_\_\_\_\_  
(Dollar Amount in Numbers)

\_\_\_\_\_  
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

### **BASE BID AMOUNT**

| ITEM | PRINCIPAL SERVICES   | UNIT OF MEASURE        | ESTIMATED QUANTITY        | PER UNIT COST        | TOTAL COST        |
|------|--|------------------------|---------------------------|----------------------|-------------------|
|      | <b>A.) Digital Scanning, Indexing and Creation of Microfilm/ CD/DVD's</b>  |                        |                           |                      |                   |
| 1.   | Daily, on site digital scanning  | Per Image              | 4,188,720                 |                      |                   |
| 2.   | Index and verify scanned documents into existing case management or land records system,   | Each                   | 4,188,720                 |                      |                   |
|      | <b>ADDITIONAL SERVICES</b>   | <b>UNIT OF MEASURE</b> | <b>ESTIMATED QUANTITY</b> | <b>PER UNIT COST</b> | <b>TOTAL COST</b> |
|      | <b>B.) Additional Services (When needed and as needed basis)</b>   |                        |                           |                      |                   |
| 3..  | Inventory and Organize microfilm   | Per Roll               | 100                       |                      |                   |
| 4.   | Process (Wash, Revitalize) rolls of microfilm.   | Per Roll               | 100                       |                      |                   |
| 5.   | Inspect each roll of film to determine condition, basic index information, corrective action required if possible, to salvage a deteriorated roll. | Per Roll               | 100                       |                      |                   |
| 6.   | Place each roll of microfilm in individual acid-free boxes.  | Per Roll               | 100                       |                      |                   |
| 7.   | Generate basic index consisting of Type, Book, or Case Volume in a plaintiff/defendant, grantor/grantee, party 1/party 2 format                    | Per Roll               | 100                       |                      |                   |
| 8.   | Place rolls in vendor supplied Flip-top storage boxes that will holds up to 75-16mm or 45-35mm boxes   | Per Roll               | 100                       |                      |                   |
| 9.   | Accumulate index information and input in Client spreadsheet or database,  | Per Roll               | 100                       |                      |                   |
|      | <b>MATERIALS – Cost Index NOT TO EXCEED</b>  | <b>UNIT OF MEASURE</b> | <b>ESTIMATED QUANTITY</b> | <b>PER UNIT COST</b> | <b>TOTAL COST</b> |
| 10.  | Storage Boxes<br>Acid-free 16 & 35mm boxes   | Per box                | 50                        |                      |                   |

|     |  |                        |                           |                      |                   |
|-----|--|------------------------|---------------------------|----------------------|-------------------|
|     | Flip Top Record storage boxes<br>10x15x12" | Per box                | 50                        |                      |                   |
| 11. | Plat Binders                               | Each                   | 100                       |                      |                   |
| 12. | Index Binders (14" X 11")                  | Each                   | 100                       |                      |                   |
| 13. | Index Binders (8.5" X 11.5")               | Each                   | 100                       |                      |                   |
| 14. | Fly Sheets                                 | Each                   | 100                       |                      |                   |
| 15. | Compact Book Binders                       | Each                   | 100                       |                      |                   |
|     | <b>INFORMATION SYSTEM SERVICES</b>         | <b>UNIT OF MEASURE</b> | <b>ESTIMATED QUANTITY</b> | <b>PER UNIT COST</b> | <b>TOTAL COST</b> |
| 18. | Provide Software and hardware systems      | Each                   | 1                         |                      |                   |
|     | <b>Grand Total</b>                         |                        |                           |                      |                   |

**NOTE: IN THE EVENT OF COMPUTATIONAL ERRORS THE PER UNIT COST SHALL PREVAIL. ALL ITEMS MUST BE BID. FAILURE TO BID ON ALL ITEMS SHALL RENDER BIDDER NON-RESPONSIVE**



Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

| <b>Name</b> | <b>Address</b> |
|-------------|----------------|
| _____       | _____          |
| _____       | _____          |
| _____       | _____          |
| _____       | _____          |
| _____       | _____          |
| _____       | _____          |
| _____       | _____          |

**END OF SECTION**

## SECTION 3

### SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The Contractor must adhere to the following:

#### I. DIGITAL SCANNING

##### A. Digital Scanning, Microfilm Conversion, and Archiving Services

The purpose of image scanning and conversion to imaged scanning is to make available an image database to the Courts and enhance service delivery levels of the Client. Documents are to be scanned daily with a 24-hour turnaround. Microfilm and or CD/DVD will be made from the scanned images, following the micrographic standards listed herein.

1. Vendor shall supply all labor and equipment necessary to provide scanned and indexed digital images by document and case type and index by, but not limited to the following searchable fields:
  - a. Case Type (Civil, Criminal and Exparte')
  - b. Document Type/Description (when available)
  - c. Book and Page Number
  - d. Case number
  - e. Book number
  - f. Judge Code or Judge name
  - g. File stamp date
  - h. Year
  - i. Page number Range
  - j. Plaintiff and /or Defendant
  - k. Grantor and/ or Grantee
  - l. Liens (hospital, mechanics, etc.)
2. Vendor shall scan the following, but not limited to:
  - a. Superior Court Civil Records
  - b. Superior Court Criminal Records
  - c. Real Estate Records
  - d. Business Records
  - e. Lien Records
  - f. Condo Records
  - g. Criminal Court Minutes (CCM)
  - h. Bond Validation (BV)
  - i. Notary Public Application (NOTARIES)
  - j. Civil/Criminal Judicial Orders (EXPARTES)
3. Vendor shall utilize automated digital document scanners to captures all images.
4. Vendor shall install server, workstations, and local network to support digital scanning.
5. Vendor shall ensure all media scanned will be at 200 – 1500DPI.
6. Output image files shall be produced in a TIFF Group IV-VII format OR single/multi page PDF to be determined at contract award and made available to the County on CD/DVD or FTP if required, along with one original of microfilm

and two CD's according to the micrographic standards cited in this ITB. Digital images should be accessible within a 24-hour turn around period. Microfilm image turn-around requirements should be met according to standards set in this RFP.

7. Scanning production and deliverables will be tracked in a Batch environment by delivery with information readily available to Fulton County.
8. Fulton County will provide space, adequate power requirements, and high speed internet connection.
9. Required production hardware will be delivered and installed after acceptance of contract by the vendor.

## **B. Coordination and Management**

Vendor will provide an on-site scanning Production Manager. The Production Manager will be responsible for managing scanning personnel and coordinating with Clerk of Superior Court on work hours, facility requirements, and access to the building, among other administrative task.

1. Scanning personnel shall abide by the security and other procedures in effort by County unless otherwise directed.
2. Scanning personnel will maintain an orderly, neat and quiet workplace.
3. Vendor's on site supervisor will be the point of contact for the County officials.
4. Production meetings will be held by Clerk of Superior Court with vendor as required to ensure adequate services levels and delivery.

## **C. Electronic Indexing Requirements**

1. Scanned documents shall be indexed by, but not limited to in the following searchable fields:
  1. Case Type (Civil, Criminal and Exparte)
  2. Document Type/Description (when available)
  3. Book and Page number
  4. Case number
  5. Book number
  6. Judge Code or Judge name
  7. Date
  8. Year
  9. Page number Range
  10. Plaintiff and /or Defendant
  11. Grantor and/ or grantee
2. Converted images shall be in one of the following formats:
  1. PDF and PDF/A(Single page, Double page.....TBD)
  2. Jpeg
  3. Tiff and Tiff IV
  4. Gif
  5. Others defined by the systems

## **D. Preparation of Documents for Scanning**

Documents preparation shall include the following:

- a. Receipt of document files from County staff;
- b. Maintaining integrity and chain of custody of document files throughout the vendor process;
- c. Establishing and documenting specific procedures for handling County document files that:
  - A. Minimize the risk for an original document to be misfiled, misplaced, damaged or lost; and
  - B. Assures all documents presented for scanning are imaged, indexed and stored in the deliverable image library.
    - a. Removing documents from storage container (e.g., file drawer, file folders or film containers);
    - b. Preparing paper document for scanning by:
      - I. Making no changes to original records and documents;
      - II. Removing staples, paper clips or other extraneous items;
      - III. Unfolding, smoothing or other actions to make document ready for scanning;
      - IV. Using clear plastic sheaths for small, odd-sized or delicate documents to protect original paper document to protect original and produce useable image.
      - V. Evaluating conditions and quality of original paper document and determining the scan method to produce the best image;
      - VI. Coordinating any other changes or actions for the paper documents with County officials
  - c. Preparing filmed documents for scanning by:
    - I. Insuring no damage to original documents on film reels; loading film reels on devices to retrieve filmed documents;
    - II. Evaluating condition and quality of original filmed document and deterring the scan method to produce the best image.
    - III. Coordinating any other actions for the filmed documents with County officials.

## **E. Scan, Index, Quality Control, and re-box documents**

### **SCANNING AREA**

Keep the area free from dust, food, smoke, and other contaminants. Restrict the scanning area from general admittance and use.

### **SCANNING PROCESS**

The vendor shall provide on-site, state-of-the-art equipment and services to prepare and scan designated documents (paper files or film reels), create specified Indices for the documents and produce an image library of scanned documents for use by the County, as follows:

- a. Documents shall be scanned and indexed by one or more of the following:
  - I. Using the taxonomy provided by the County, and attached to this ITB;

- II. Using information on the document itself, its file folder or film reel, an associated bar code or other sources provided by the County:
  - III. Extracting data from fields / areas in the document (this may be done manually or by machine means e.g. Optical Character Recognition).
- b. Affixing index information to scanned image file and, as a cross reference, to the original document or a listing of original documents (use of Bar Code is desired);
  - c. Scanning original documents (paper or film) to digital Image, Tiff Group 6 and rendered to a PDF multi-page format or compatibility with user application system);
  - d. Quality Control process by comparing scanned image for legibility, completeness and quality;
  - e. Making adjustments and re-scanning if necessary to produce a complete and legible image;
  - f. Documenting and calling to the attention of County staff and discrepancies between the original document and the scanned image;
  - g. Saving the imaged document with appropriate index and catalog information in a image library for delivery to the County;
  - h. Returning the original document (paper or film) to its original storage condition (file folder, file box, film container, et al.) or as otherwise directed by the County;
  - i. Production of an image Library shall include the following:
    - a. Using cataloged index information to generate library listings for County review;
    - b. Organizing the scanned image into cohesive groups (sub-libraries) as directed by the County;
    - c. Copying the Library of image documents to the prescribed media (CD, DVD or other digital storage media) for delivery to the County.
  - j. Print bound books per request of Clerk of Superior Court.
  - k. Provide indexing and verification of real estate documents and field books.
    - a. Scan indices and images prior to 1980.
    - b. Index information to make readily available on land records system for public review.
  - l. Scan indexes and books by specified request that meet ITB standards.

## **II. Additional Information System Services**

1. Application Server, Web Server, Storage Server, and a Database Server for the conversion of microfilm which gives the public the ability to view / print converted images;
2. Conversion of the microfilm for Civil, Criminal, Real Estate, Notary application/cards and Ex-parte documents to digital;
3. Vendor to store digital images on county internal server utilizing a database (SQL/Oracle 10g or higher);
4. Unlimited Public users should be able to access the images;
5. From the stored images on the server the ability to extract images and produce microfilm;
6. Server that house the images should have a minimum storage capacity 6TB;
7. Conversion of 80,000 rolls of 16mm and 35mm microfilm to digital image; there is an average of 3 books per roll of film.
8. Conversion of paper to digital (TIFF IV, PDF, PDF/A) and to microfilm;
9. Public user should be able to perform custom searched;
10. Administrator of server/application should be able to create multiple reports as well as ad-hoc reports;
11. Digital images may be viewed via internal Web browser (Internet Explorer 6 or higher, Mozilla, Firefox);
12. Converted microfilm, microfiche, aperture cards and paper should be delivered in multiple ways such as FTP, CD-Rom/DVD/Blue-ray (Searchable), internal web server and extracted for film production;
13. System should have controlled printing capabilities by users-Internal public, Departmental Public, Public User, etc.;
14. System should have a cashiering module that counts the pages and determines the total cost prior to check-out (Shopping cart feature- Cost per page)

## **III. POST SCAN/MICROFILMING SERVICES**

### **MICROGRAPHIC STANDARDS**

Vendor must be an authorized KODAK dealer and must meet the KODAK, State of Georgia, American National Standards Institute (ANSI) and Association for information and Image Management (AIIM) standards that are endorsed by the Georgia Archives. ANSI standards for quality involve type of microfilm, storage, testing, and cleaning and washing of microfilm.

A microfilm program should generate three film copies:

The silver-gelatin film actually used in the camera is called the master negative should be used once; to generate the silver duplicate negative (duplicating master), and the thereafter should be kept in extended-term storage conditions as a permanent security copy. The master negative should be wound so that the emulsion (dull, flat side) faces out, away from the center of the reel.

The silver duplicate negative on silver-gelatin film is called the duplicate master, copy negative or second-generation film. All subsequent reference copies should be produced using the duplicating master. The duplicating master should be wound so that the emulsion side faces inward toward the center of the reel.

The used copy on Diazo or vesicular film is called the reference copy or third generation film. The copy is for use by agency staff and the public. The reference copy should be wound so that the emulsion side faces out, away from the center of the reel.

## **LAW AND REGULATIONS**

The State of Georgia has several legal requirements for microfilm. The laws and regulations that govern microfilming in Georgia are set out in the Georgia Records Act (O.C.G.A. § 50-18-90 et seq.). This document carries out the requirement of O.C.G.A. §50-18-120 with regard to the establishment of micrographics standards for the production of high quality film by a public official. The Vendor must abide by these statues and propose services based on these standards.

When microfilm is to serve as or in place of the original record, the following requirements must be met.

1. All microfilm must contain all requirement set out in this document.
2. Microfilm images must contain all the recorded information shown on the original documents, free of obstructions, shadows, or glare which may impair the legibility of the documents.
3. Only silver-gelatin film with a polyester film base may be used to replace original records that have a retention period of twenty years or more.
4. When the original paper document is replaced with microfilm, the master negative film can be used only to produce a second generation silver copy for use as a duplicating master. Once the second generation copy is produced, the master negative should be placed in an off-site storage facility that meets the standard set out in this document.

## **A. MICROFILM SERVICES**

1. Contractor must provide quality processing of the 16mm x 250 ft. rolls of archival quality microfilmed images of all digitally scanned documents according to the above-stated micrographics and Georgia laws and regulations.
2. Contractors must return all fully processed original microfilm to the Fulton County COSC. An original and one (1) duplicates Diazo rolls of 16mm Kodak® brand microfilm should be provided as described herein and one (1) CD/DVD to be included in microfilming price. Microfilm is to be packaged and sent separately in acid free, labeled boxes within five (5) working days of the ship date from the Clerk of Superior Court. CD/DVD shall be indexed and labeled in a clear case.
3. All microfilm records are the property of the County and shall not be released to any other party without the written approval of the Fulton County Clerk of Superior Court.
4. Contractor must not sublet any of the work without prior written consent of the Fulton County Clerk of Superior Court.
5. Contractor must supply Fulton County with all needed microfilm for scanned images, the type described elsewhere in the document. Each roll shall be capable of storing approximately 1,700 standard images.

## **B. QUALITY CONTROL INSPECTION**

Vendor must review processed film to identify processing and filming defects and to ensure that the film meets established standards for resolution, density, and residual chemical levels.

- A. Residual thiosulfate ion testing is conducted by the iodine amylose or methylene blue method. Vendor must take film samples for the test from an area of minimum density (unexposed but processed film), and complete the test within two weeks of processing the film. The maximum allowable concentration of residual thiosulfate is 1.30 milligrams per square centimeter of film. The laboratory should carry out testing with sufficient frequency to ensure consistent quality in processing and duplicating operations, and when any changes is made in film, chemicals, or processing procedures.
- B. Vendor must inspect film to identify flaws such as shortened images, double exposure, fogging, spotting, and fingerprints. Frilling, mottling, streaking, and water spots. Vendor's inspectors should also be alert for camera malfunctions that cause overlapping, folding, stretching, and other film advance synchronization problems. Defects are classified as major or minor:
  - a. Obliterated or unreadable vital information is considered to be major, and should be immediately brought to the attention of the camera operator.
  - b. All divergence from the established standards should be recorded on a microfilm data collection form that is kept with the film.

- c. The vendor should ensure the legibility of the film copy and should maintain records of inspection, making these records available upon request by the agency.

### **C. DUPLEX ELECTROSTATIC RECORDING INCLUDING BINDERS**

INTENT: It is the intent of these specifications to list the requirements of the Contractor to furnish binders as well as equipment and supplies for Duplex Electrostatic Recording. These specifications cover such technical photographic services and clerical functions required to utilize Duplex Electrostatic Recording.

## **I. SUPPLIES PROVIDED AND SERVICES PERFORMED BY THE CLERK OF SUPERIOR COURT**

### **A. SUPPLIES**

The Clerk of Superior Court ("County") shall supply, at its own expense, the following items:

1. Document Numbering Machines;
2. Ink Pads;
3. Miscellaneous supplies not specifically provided by the Contractor, as available.

### **B. SERVICES**

The County must supply, at its own expense the following services and/or personnel to perform the listed services:

1. Document reception and preparation (check documents to ensure each page in numbered and list of files is included).
2. Provide list indicating color or letters and background for binders to be furnished by Contractor.
3. Periodically check old deed book binders for repair or replacement; including, but not limited to, those binders that are labeled grantor/grantee, sizes 8 ½ x 11" and 14 ½ x 11".
4. Check fly sheets for replacement in compact books up to 1999 for deed books, criminal books, criminal books.

## **II. EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR**

- A. One (1) to two (2) 16mm an done (1) to two (2) 35mm Planetary Cameras, complete with Duplex Kit and Subject Holders. To be replaced yearly or services biannually by Contractor at County's option.

- B. The cameras shall contain the following features:
- a. (35mm cameras must be able to film in duplex mode).
  - b. A subject holder with slide board and circuitry to prevent double exposing of either odd or even pages.
  - c. Circuitry to prevent operation of the footswitch when film unit is in other than cine mode.
  - d. Automatic take up of film leader with adjustable timing mechanism.
  - e. Bypass switch incorporated to advance film in single frame increments.
  - f. Fixed reduction at 19x with non-adjustable aperture.
  - g. Dual lighting system to indicate side to be exposed.
  - h. Reverse exposure lamp system to prevent exposure lamps from directly exposing material to be photographed. This system allows work to be done in a lighted environment.
  - i. On/Off switch, voltmeter and bypass control to be located on right front panel of cabinet for ease of operator use.

### **III. SUPPLIES PROVIDED AND SERVICES PERFORMED BY THE CONTRACTOR.**

#### **A. SUPPLIES**

1. 16mm and 35mm anti-halation, silver-based Archival Standard Microfilm camera for recording with 30" of leader and trailer to each reel of finished microfilm.
2. Film return spools, cans, boxes, mailing folders, labels, masks and targets, compressed air for cleaning, glass cleaner, supply order forms, pre-addressed shipping labels, filler sheets as needed.
3. Recording order forms for daily microfilm records and binders to house same.
4. Insert or remove from binders all recording sheets as required.
5. Produce CD/DVD from recording of documents/images and provide index of recorded images/documents

#### **B. SERVICES**

Contractor shall supply the following services and perform the following functions:

1. Packaging and delivery of all microfilm and other forms from the Clerk of Superior Court to the Contractor. All film and duplicates to be returned.

2. Replace record bookbinders and index binders as needed, for all deed book binders up through the year 1999, including compact books created up through 1999.
3. Upon request, Contractor shall replace fly sheets in compact books binders as needed for all compact books up to 1999 as well as the fly sheet in criminal and ex parté compact books at prices set forth in Section 10 Pricing.
4. Microfilm all 16mm Clerk of Superior Court records for recording purposes.
5. Insert or remove from binders all recording sheets as required.
6. Contractor must provide personnel for daily 16mm and 35mm filming on supplied cameras supplies by Contractor. The success Contractor is to respond with personnel.
7. Packing and delivery of all microfilming and other forms from the Clerk of Superior Court (COSC) to the Contractor and from the Contractor to the COSC.
8. Contractor shall splice the master negative (camera) film into (5) volume lengths, in strict consecutive and page order and shall place it in acid free, labeled box. Any retakes that are necessary will be spliced into the film in consecutive book and page order and will be accomplished by the butt weld method.
9. Since it is possible that some of the film will include frames made from poor typewriters ribbons or signatures so that the image cannot be brought out on the electrostatic recording, the Contractor will re-do these pages at the opinion of the County on silver prints and on 100% rag stock paper.
10. Contractor shall supply continuous quality and technical supervision of the entire services rendered. Contractors shall be responsible during the life of the contract, to advise the County of any changes or improvements in procedures or techniques, which may improve the quality of the film image.
11. Contractor shall be able to have all equipment installed and operational within five (5) business days of award of the contract.
12. Contractor shall be able to have all equipment installed and operational within five (5) business days of award of the contractor.

#### **IV. TECHNICAL SPECIFICATION OF MICROFILM**

##### **A. FILM**

1. The 16mm and 35mm Archival microfilm for recording shall be Kodak® brand only. Film shall be spooled in lengths of approximately 200 feet and it shall be delivered in acid free or inert plastic boxes.

2. The film shall be capable for resolving at least 180 lines per mm and shall carry the NBS symbols of approved safety Archival base.

## **B. SERVICE, EQUIPMENT AND SUPPLIES**

Notwithstanding anything to the contrary contained herein, Contractor is to supply ample equipment and supplies as to make the system functional to the greatest degree and it is understood that as the demand increases, the equipment, services and supplies will increase in direct proportion to demand.

## **V. SHIPPING AND TRANSMITTALS**

1. Contractors shall return the trimmed and punched recording sheets not more than forty-eight (48) hours from the date of receipt, exclusive of weekends and holidays.
2. The Clerk's office may request binders and the Contractor shall furnish these binders at the prices as set forth in the Price Section. The binders shall be furnished as required by the Clerk's Office (See binder specifications) at the vendor's cost/price plus shipping.

## **VI. REPLACEMENT COMPACT BOOK SPECIFICATIONS**

### **A. BINDERS**

The binders are for sizes 11" binding side by 8 ½ " width. The capacity is to be 7/10 ". The sheet mechanism is to be designed for the round post punching on ¾" centers. A binder consist of a front cover and back cover, four expansion posts and fly leaf containing the title and volume description lettered in positions that will match the front cover windows and the backbone window of the book covers. All Bidders must submit a sample binder, complete with microfilm prints with bid.

### **B. COVERS**

The covers shall be formed by injection molding of permanently flexible polypropylene material. The thickness shall be .070" with thicker edges and hinge channel of a thickness suitable to provide permanent hinge and locking mechanism shall be molded as an integral part of each cover. The legs shall consist of inter-engaging complimentary segments of a cylinder and equal number of each cover. They shall be so positioned that when the two covers are placed together, each set of segments or legs will match to form a cylinder, four cylinders to a binder. The cylinder so formed shall be .346" in diameter, and four cylinder shall be positioned symmetrically on 3 ¾ "centers. Color of the covers will be black.

### **C. LOCKING ACTION**

When these legs are expanded by means of a pin pushed into the hollow of the cylinder, they must lock together the two (2) covers and the record sheet contained therein. The act of punching the same pin out of the assembly must

unlock the sheet and covers. The segments or leg attached to each of the covers shall also provide guidepost to act as locators for loose sheets as sheets are added,

#### **D. PROTECTIVE BOX**

When the front and back cover are assembled as described above, they shall provide friction or snap locks at the outer right hand edge that will engage under light closing pressure and that will release under light twisting or opening pressure. This locking action must be sufficiently strong to maintain light but contained therein. The two (2) covers so engaged together should form a shape that must include rigid corner elements at each corner which will form a protective box-like structure when the binder is closed and locked.

#### **E. HINGES**

The hinge position shall be 1” from the backbone on front and back cover. The hinge is permanent, based on the characteristic of polypropylene material when molded in proper relationship of hinge thickness to base thickness.

#### **F. IDENTIFICATION CONTENTS.**

The front covers shall contain a window approximately 2 ¾” x 3 ¾ “ for convenience in identifying the contents of the binder as lettered on the fly leaf.

#### **G. FLY LEAVES**

Each binder shall be equipped with a continuous fly leaf punched for the above spacing. The materials shall be pyroxylin coated polyolefin. The areas for lettering shall be positioned compatible with the windows of the front cover and backbone of the book.

#### **H. LETTERING**

Binders are to be lettered as specified by the County. Lettering in color background will be determined by the County. Bidder shall supply sample compact books along with each bid document submittal.

### **VII. PLAT FILMING, REPRODUCTION AND PLAT BINDERS**

These services may be requested by the Clerk’s Office and can include replacement or repair of existing binders at the County’s option. The prices for products and services are set forth in Section 10 Pricing.

1. Contractors must have access to a high resolution planetary 35mm microfilm camera to film plats up to 18 x 24. Bidder shall state make and model of camera.
2. A qualified microfilm technician shall be made available by the Contractor to film plats. For certain size plats, a larger camera and technician can be off site.
3. Film used must be high resolution 35mm non-performed AHU microfilm.

4. Contractor shall produce positive (black lettering on white background) duplex lined ledger prints of all plats. Provide samples with bid response.
5. Prints shall have a 1.5mm mylar lamination coating and must be trimmed to size 18" x 23 ½".
6. Binders are to be for size eighteen inches (18") binding side, 23.5" width. The sheet holding mechanism is to be designed for three round post punching. A binder consists of a front cover, back cover, and back plate and flyleaf. Supply sample with bid.
7. Covers shall be made of a polypropylene material and shall not exceed twenty-four inches (24").
8. Binders are to be lettered as specified by the Clerk of Superior Court.
9. In order for the County to have the necessary controls over personnel involved in this work and this system, the manufacturer must perform all the foregoing functions on his own premises. There shall be sub-letting of any items, such as filming, sheet production, lamination or binder manufacturing without the prior written approval of the County.
10. Services shall be performed on a daily basis at Clerk of Superior Court's locations, 136 Pryor Street, Atlanta, GA 30303.

#### **D. LAMINATED PLAT SHEETS**

1. Contractor shall capture original plat sheets on 35mm microfilm;
2. Contractor shall process microfilm as described elsewhere in this bid;
3. Contractor shall use the microfilm to create laminated copies of the plat sheets as described elsewhere in this bid;
4. Contractor shall bind plat sheets appropriately, using high quality hinged binder described elsewhere in this bid;
5. Contractors shall deliver completed bound plat sheet copies to the Fulton County Clerk of Superior Court along with original book, original book, original (silver) microfilm, one (1) CD/DVD, one (1) duplicate Diazo microfilm and Diazo aperture cards packaged separately and sent within five (5) working days of ship date from the Clerk of Superior Court.

The Contractor shall process the 35mm microfilm as described elsewhere in this bid. Each book shall consist of approximately 350 pages.

#### **E. OTHER SERVICES**

Vendor shall be able to provide on an as needed/when needed basis the following post-filming services:

- Washing, cleaning & duplication of damaged microfilm;

- Methylene Blue Analysis- to ensure archival quality;
- Print Quality Tests;
- Fixer Analysis – to ensure the lowest levels of chemicals in film;
- Scratch Tests;
- On-site and warehouse organizing of microfilm rolls and other records by land or court records by years;
- Ant rolls that require more than sight verification will be left in their initial box and grouped by type and year after one roll of the box is reviewed. Thus all rolls in the box will be grouped with the given rolls date and type;
- Inventory, Inspection and Assessment of microfilm in washhouse and on-site storage. Vendor must be able to;

1. Identify each roll of film by:

- a. Roll number and date filmed or inventory provide.
- b. Film size (16mm or 35mm)
- c. Film type (Acetate/Polyester, silver/Non Silver, Original/ Duplicate)

2. Inspect each roll for the following conditions:

- a. Vinegar Syndrome
- b. Redox/Mildew

3. Provide a written report of all findings and recommendations for corrective action

4. Take Corrective action

- a. Upon Client Approval, make corrective action.
- b. Corrective actions may include silver duplicates, brown toning, acid and lignin free boxes, acid free labels, acid free ink on labels and molecular sieves.
- c. Further protection can be achieved by placing protective buttons and strings to each roll of film.

5. Delivery of Film

Once all corrective actions are taken by vendor, the film shall be returned to the Client for verification of inventory and for return shipment to storage facility.

Services will be rendered at the following locations:

Fulton County Clerk of Superior Court  
Lewis Slaton Courthouse  
136 Pryor Street, S.W. Suite C155

Atlanta, GA 30303

Fulton County Clerk of Superior Court  
Warehouse  
1365 English Ave  
Atlanta, GA 30318

**F. Certification**

Vendor shall be certified with the Georgia Superior Court Clerk Cooperative Authority (GSCCCA) to perform indexing, verification, microfilming, and scanning services.

**G. Indexing and Verification**

Provide indexing and verification of real estate documents, field books, etc.

- a. Vendor shall provide indexing and verification of documents within 5 business days.
- b. Vendor shall upload information to Land Records Management System after vendor has scanned and verified.

**SECTION 4**

**INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Digital Scanning, Archival, Printing/Plat Imaging Services**

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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). 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/EMPLOYER’S LIABILITY INSURANCE – 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 Insurance | BY ACCIDENT | EACH ACCIDENT | \$100,000 |
| Employer’s Liability Insurance | BY DISEASE  | POLICY LIMIT  | \$500,000 |
| Employer’s Liability Insurance | BY DISEASE  | EACH EMPLOYEE | \$100,000 |

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

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

|  |                     |                         |
|--|---------------------|-------------------------|
| Damage to Rented Premises  | Limits              | \$100,000               |
| <b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>  |                     |                         |
| <b>Combined Single Limits</b><br>(Including operation of non-owned, owned, and hired automobiles).           | Each Occurrence     | \$1,000,000             |
| <b>4. UMBRELLA LIABILITY</b>   |                     |                         |
| (In excess of above noted coverages)   | Each Occurrence     | \$1,000,000             |
| <b>5. PROFESSIONAL LIABILITY</b>   |                     |                         |
| (Written with all Environmental/Pollution exclusions deleted).<br>*Extended Reporting Period minimum 3 Years | Per Claim/Aggregate | \$1,000,000/\$2,000,000 |

### Certificates of Insurance

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 Professional Liability) 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. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, 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 **must** identify the "Certificate Holder" as follows:

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

Certificates **must** list Project Name (where applicable).

**Important:**

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

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its 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 to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Section 5**

### **PURCHASING FORMS & INSTRUCTIONS**

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

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

- Form A: Non-Collusion Affidavit of Prime Bidder/Bidder
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications (***applicable***)
  - Form C1 – Georgia Utility License Contractor License
  - Form C2 – Georgia General Contractors License
  - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

**FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/BIDDER**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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 Bids 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE BIDDER 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 BIDDER 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.**

**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL  
REQUIREMENTS**

This is to certify that on this day, Bidder acknowledges that he/she has read this solicitation document, sections # \_\_\_\_\_ to # \_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # \_\_\_\_\_ to # \_\_\_\_\_, 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 Bidder to submit the proposal herein and to legally obligate the Bidder thereto.

This is also to certify that the Bidder has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the Bidder certifies that it is submitting any offered modification to the contract terms with its proposal. The Bidder further certifies that the failure to submit offered modifications with the proposal waives the Bidder's right to submit offered modifications later. The Bidder also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that offered modifications to said terms may be reason to declare the Bidder's proposal as non-responsive.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_\_ Sub-Contractor \_\_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

### **FORM D: CERTIFICATION REGARDING DEBARMENT**

- (1) The Bidder certifies that neither it or its subcontractors is presently debarred, suspended, offered 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 Bidder is unable to certify to any of the statements in this certification, such Bidder or subcontractor shall attach an explanation to this bid or proposal.

### **INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this certification, the Bidder 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 Bidder shall provide immediate written notice to the Purchasing Agent if at anytime the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Bidder 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 Bidder 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.

#### **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.

**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 Bids;
- (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 subcontractor 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 \_\_\_\_\_, 20\_\_\_\_

---

(Legal Name of Bidder)

(Date)

---

(Signature of Authorized Representative)

(Date)

---

(Title)

### **FORM E: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Bidder's firm's officers and directors.

For the purposes of this form, the term "Bidder" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Bidder, including their ownership interests and their anticipated role in the management and operations of said Bidder.

2. Please describe the general development of said Bidder's business during the past five (5) years, or such shorter period of time that said Bidder has been in business.

3. Please state whether any employee, agent or representative of said Bidder who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Bidder. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Bidder, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Bidder;

Circle One:                    YES                    NO

(b) whether Bidder was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Bidder from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One:                    YES                    NO

(c) whether said Bidder's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Bidder, which directly arose from activities conducted by the business unit or corporate division of said Bidder which submitted a bid or proposal for the subject project. If so please explain.

Circle One:                    YES                    NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:                    YES                    NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:                    YES                    NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:                    YES                    NO

5. Has any Bidder, member of Bidder's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:                    YES                    NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Bidder's most recent filings with the Securities and Exchange Commission (“SEC”) may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Bidder should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Bidders, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. 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 questionnaire 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 \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

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

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontract Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

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

**END OF SECTION**

## SECTION 6

### CONTRACT COMPLIANCE REQUIREMENTS

#### NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

#### Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

#### Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/Bidder must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm’s work force. If the EEOR indicates that the firm’s demographic composition indicates underutilization of employees of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

#### DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor’s outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County’s bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

#### EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/Bidder, contractor, or vendor or by Fulton

County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/Bidder to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (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, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

#### **REQUIRED FORMS AND EBO PLAN**

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/Bidders **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/Bidder on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H 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 must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/Bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

| JOB CATEGORIES                                | TOTAL EMPLOYED |   | TOTAL MINORITIES |   | WHITE (Not Hispanic Origin) |   | BLACK or AFRICAN AMERICAN (Not of Hispanic Origin) |   | HISPANIC or LATINO |   | AMERICAN INDIAN or ALASKAN NATIVE (AIAN) |   | ASIAN |   | NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP) |   | TWO or MORE RACES |   |
|---|----------------|---|------------------|---|-----------------------------|---|--|---|--------------------|---|--|---|-------|---|--|---|-------------------|---|
|   | M              | F | M                | F | M                           | F | M  | F | M                  | F | M  | F | M     | F | M  | F | M                 | F |
| EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |
| FIRST/MID LEVEL OFFICIALS and MANAGERS        |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |
| PROFESSIONALS                                 |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |
| TECHNICIANS                                   |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |
| SALES WORKERS                                 |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |
| ADMINISTRATIVE SUPPORT WORKERS                |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |
| CRAFT WORKERS                                 |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |
| OPERATIVES                                    |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |
| LABORERS & HELPERS                            |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |
| SERVICE WORKERS                               |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |
| <b>TOTAL</b>                                  |                |   |                  |   |                             |   |  |   |                    |   |  |   |       |   |  |   |                   |   |

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Bidder/Bidder

Subcontractor

Submitted by:

Date Completed:

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder/Bidder 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/Bidders **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/Bidder:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

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1. My firm, as Prime Bidder/Bidder 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/Bidder 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/Bidder 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/Bidder 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/Bidder 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)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder/Bidder **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/Bidder states the following:

1. That the bidder/Bidder 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/Bidder 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/Bidder 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: 13ITB\_\_\_\_\_**

**Project Name: Laboratory Testing Services**

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 offered by a Bidder/Bidder, 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 offered 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 Contract Compliance, 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 officer, personally appeared \_\_\_\_\_ known to me to be the person described in the foregoing Affidavit and acknowledges 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.

|                         |  |                          |  |
|-------------------------|--|--------------------------|--|
| <b>REPORTING PERIOD</b> |  | <b>PROJECT NAME:</b>     |  |
| <b>FROM:</b>            |  | <b>PROJECT NUMBER:</b>   |  |
| <b>TO:</b>              |  | <b>PROJECT LOCATION:</b> |  |

| <b>PRIME CONTRACTOR</b> |  | <b>Contract Award Date</b> | <b>Contract Amount</b> | <b>Award</b> | <b>Change Order</b> | <b>Contract Period</b> | <b>% Complete to Date</b> |
|-------------------------|--|----------------------------|------------------------|--------------|---------------------|------------------------|---------------------------|
| <b>Name:</b>            |  |                            |                        |              |                     |                        |                           |
| <b>Address:</b>         |  |                            |                        |              |                     |                        |                           |
| <b>Telephone #:</b>     |  |                            |                        |              |                     |                        |                           |

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

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

| <b>Name of Sub-Contractor</b> | <b>Description of Work</b> | <b>Contract Amount</b> | <b>Amount Paid To Date</b> | <b>Amount Requisition This Period</b> | <b>Contract Period</b> |                    |
|-------------------------------|----------------------------|------------------------|----------------------------|---------------------------------------|------------------------|--------------------|
|                               |                            |                        |                            |                                       | <b>Starting Date</b>   | <b>Ending Date</b> |
|                               |                            |                        |                            |                                       |                        |                    |
|                               |                            |                        |                            |                                       |                        |                    |
|                               |                            |                        |                            |                                       |                        |                    |
|                               |                            |                        |                            |                                       |                        |                    |
|                               |                            |                        |                            |                                       |                        |                    |
| <b>TOTALS</b>                 |                            |                        |                            |                                       |                        |                    |



**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.**

## EXHIBIT H

### FULTON COUNTY FIRST SOURCE JOBS PROGRAM

#### **STATEMENT OF POLICY:**

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

#### **PURPOSE:**

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

#### **MONITORING POLICY:**

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/Bidder and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

**FULTON COUNTY**

**First Source Jobs Program Information**

**Company Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**The following entry-level positions will become available as a result of the above referenced contract with Fulton County.**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

**Include a job description and all required qualifications for each position listed above.**

**Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:**

**Company Representative:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**FULTON COUNTY  
First Source Jobs Program Agreement**

Awarded Contractor's Name: \_\_\_\_\_

Formal Contract Name: \_\_\_\_\_

RFP/ITB Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

**EXHIBIT 7**  
**SAMPLE CONTRACT**



# 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*

**CONTRACT DOCUMENTS FOR**

**PROJECT NUMBER**

**PROJECT TITLE**

**For**

**DEPARTMENT NAME**

*Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. SERVICES PROVIDED BY COUNTY
- ARTICLE 6. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 7. SCHEDULE OF WORK
- ARTICLE 8. CONTRACT TERM
- ARTICLE 9. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
- ARTICLE 10. PERSONNEL AND EQUIPMENT
- ARTICLE 11. SUSPENSION OF WORK
- ARTICLE 12. DISPUTES
- ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 15. WAIVER OF BREACH
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- ARTICLE 17. RESPONSIBILITY OF CONTRACTOR
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- ARTICLE 19. COVENANT AGAINST CONTINGENT FEES
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- ARTICLE 21. PROHIBITED INTEREST
- ARTICLE 22. SUBCONTRACTING
- ARTICLE 23. ASSIGNABILITY
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- ARTICLE 29. JURISDICTION
- ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 31. FORCE MAJEURE
- ARTICLE 32. OPEN RECORDS ACT
- ARTICLE 33. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 34. INVOICING AND PAYMENT
- ARTICLE 35. TAXES
- ARTICLE 36. PERMITS, LICENSES AND BONDS
- ARTICLE 37. NON-APPROPRIATION
- ARTICLE 38. WAGE CLAUSE

*Exhibits*

- EXHIBIT A: GENERAL CONDITIONS
- EXHIBIT B: SPECIAL CONDITIONS
- EXHIBIT C: SCOPE OF WORK
- EXHIBIT D: COMPENSATION
- EXHIBIT E: PURCHASING FORMS
- EXHIBIT F: CONTRACT COMPLIANCE FORMS
- EXHIBIT G: INSURANCE AND RISK MANAGEMENT FORMS
- EXHIBIT H: PAYMENT & PERFORMANCE BONDS (IF APPLICABLE)

*Instructions to Purchasing Staff: Please make sure the above Exhibits List matches the Exhibits List in Article 1 and that those Exhibits are inserted into the Contract Agreement.*

**APPENDICES**

- APPENDIX 1: APPLICATION FORMS (Example)
- APPENDIX 2: PROCEDURES (Example)

*Only use Appendices if you are attaching Appendices, examples are listed above. Please make sure the above Appendices List matches the Appendices List in Article 1 if the Contract Agreement and that those Appendices are inserted into the Contract Agreement.*

## CONTRACT AGREEMENT

Contractor: **[Insert Contractor Name]**

Contract No.: **[Insert Project Number and Title]**

Address: **[Insert Contractor Address]**  
City, State

Telephone: **[Insert Contractor telephone #]**

Email: **[Insert Consultant Email]**

Contact: **[Insert Contractor Contact Name]**  
**[Insert Contractor Contact Title]**

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **[Insert Contractor Company Name]**, hereinafter referred to as “**Contractor**”, authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its **[Insert User Department Name]** hereinafter referred to as the “**Department**”, desires to retain a qualified and experienced Contractor to perform **[Insert project description/services to be provided]**, hereinafter, referred to as the “**Project**”.

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

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

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Exhibit H: Payment & Performance Bonds (if applicable)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code, Division 6 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

#### ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

#### ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

## ARTICLE 5. SERVICES PROVIDED BY COUNTY

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

## ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, Division 6, which is incorporated by reference herein.

## ARTICLE 7. SCHEDULE OF WORK

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

## ARTICLE 8. CONTRACT TERM

***[Insert contract term and any renewal options] Make sure the contract term matches the contract term in the solicitation document exactly.***

## ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, Compensation.

The total contract amount for the Project shall not exceed ***[Insert amount approved by BOC]***, which is full payment for a complete scope of work/services.

## ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) 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 this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

## ARTICLE 11. SUSPENSION OF WORK

**Suspension Notice:** The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

## ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the **[Insert user department name]** designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the

Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the **[Insert user department]** designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as offered or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional

costs associated with the County obtaining the services of another Contractor to complete the project.

**ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

**ARTICLE 15. WAIVER OF BREACH**

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

**ARTICLE 16. INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

**ARTICLE 17. RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

**ARTICLE 18. INDEMNIFICATION**

Contractor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its 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 to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor 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 or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

#### ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

## ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

## ARTICLE 21. **PROHIBITED INTEREST**

### Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

### Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

## ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

## ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable

"Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

#### ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

#### ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

#### ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Email:

Attention: **[Insert User Department Representative for project]**

**With a copy to:**

Department of Purchasing & Contract Compliance

Director

130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 730-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

**[Insert Contractor Representative for project]**

**[Insert Contractor Address]**

Telephone:

Email:

Attention: **[Insert Contractor Representative for project]**

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 31. FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement 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, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

**ARTICLE 32. OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

**ARTICLE 33. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services

being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

#### ARTICLE 34. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Contractor shall submit all invoices in original and one (1) copy to:

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**Optional: [A narrative of one (1) page only, listing the scope of work/services billed for shall accompany each invoice.]**

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-contractors/Suppliers:** The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 35. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 36. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or

suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

#### ARTICLE 37. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 38. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

***[Insert Contractor COMPANY NAME ]***

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John H. Eaves, Commission Chair  
Board of Commissioners

---

***[Insert Name & Title of person authorized to sign contract]***

ATTEST:

ATTEST:

---

Mark Massey  
Clerk to the Commission (Seal)

---

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

---

Office of the County Attorney

APPROVED AS TO CONTENT:

---

***[Insert Department Head Name]***  
***[Insert Department Head Title]***

# **ADDENDA**

# **EXHIBIT A**

# **GENERAL CONDITIONS**

**EXHIBIT B**

**SPECIAL CONDITIONS**

# **EXHIBIT C**

## **SCOPE OF WORK**

# **EXHIBIT D**

# **COMPENSATION**

# **EXHIBIT E**

# **PURCHASING FORMS**

**EXHIBIT F**

**CONTRACT COMPLIANCE FORMS**

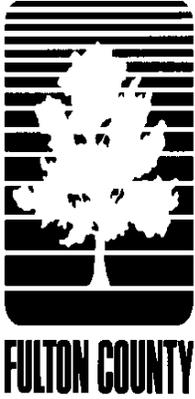
**EXHIBIT G**

**INSURANCE AND RISK MANAGEMENT  
FORMS**

# **EXHIBIT H**

## **PAYMENT & PERFORMANCE BONDS**

**SECTION 8  
APPENDIX**



POLICY AND PROCEDURE

SUBJECT: Procedures for Handling Change Orders  
POLICY AND PROCEDURE

DATE: September 19,

800-6

**A. STATEMENT OF POLICY:**

Fulton County is committed to a policy of open, non-discriminatory and competitive purchasing. When circumstances arise after award of a contract, requiring modification of that contract, such modification will be accomplished in accordance with this Change Order Policy and Procedure, to achieve the following goals:

- (1) Ensure that Fulton County does not pay more than is necessary to complete the contract;
- (2) Preclude a contractor from tendering the lowest bid and then increasing the cost of the contract through the change order process;
- (3) Ensure that the terms and conditions upon which the contract was awarded are met throughout the term of the contract, including any and all change orders;
- (4) Ensure that the change order procedure is not used to bypass the competitive bidding process; and
- (5) Ensure that change orders are not used for work that is independent of and outside the scope of the original contract.

**B. BACKGROUND:**

A change order is a written order from Fulton County to a contractor, directing a change within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract. A change is

within the scope of a contract if it concerns the work required by the original contract documents and any subsequent change orders approved to accomplish the intent of the project as described in the solicitation documents.

A contractor is any person or entity, whether designated as a contractor, vendor, consultant or by any other title, having a contractual relationship with Fulton County. In Fulton County, except as otherwise provided in this Policy and Procedure, change orders shall be effected only through a written, bilateral agreement (Modification) between the County, acting through its Board of Commissioners, and the contractor. The Modification modifies the contract and will specify all changes to the contract and the costs thereof.

**C. JUSTIFICATION FOR CHANGE ORDERS:**

Change orders are authorized only for the following reasons:

- (1) Situations creating an immediate need to protect the public health, safety or welfare;
- (2) Corrections of deficiencies in design or construction documents provided by architects or engineers other than the contractor;
- (3) Changes in applicable laws or regulations, or changes that result from public participation when such participation is mandated by laws or regulations;
- (4) Concealed conditions, differing site conditions or abnormal inclement weather;
- (5) Owner requested changes within the scope of the original contract. Such changes may include: deductive change orders and accommodation of value engineering and administrative matters such as closeout change orders for unit price contracts, deductions for approved material substitutions and administrative no-cost change orders.

**D. CHANGE ORDER AUTHORITY:** Except as otherwise provided in this procedure, change orders may be approved only by the Board of Commissioners of Fulton County. Such approval shall be demonstrated by a formal vote on the Contract Modification.

**E. CHANGE ORDER PROCEDURE:** The ordinary sequence of a change order is as follows:

- (1) Need for contract change is identified.
- (2) Contractor is requested to propose price for change and if necessary, schedule changes.
- (3) Contractor and County negotiate price and scope of change.
- (4) Agreement between County and contractor for change is clearly defined in a written Modification.
- (5) Contractor signs Modification and returns it to County.
- (6) Modification is submitted to Board of Commissioners for approval and signature.

Circumstances may alter this general description of change order procedure. The administrative actions necessary to accomplish a change order are described in Section "F" of this Policy and Procedure.

**F. ADMINISTRATIVE ACTIONS:** Department heads have primary responsibility for completion of the administrative steps necessary to complete a change order. Such responsibility may be exercised through designees and in consultation with other interested departments. Except for change orders falling under Section G, the following regular administrative procedures will govern all change orders:

- (1) The department head will confirm the necessity for and the appropriateness of a change order under this procedure.
- (2) The department head will submit to the contractor a written description of the proposed change and request that the contractor submit a cost proposal. The written description must provide sufficient details of the change to permit the contractor to submit a realistic price.
- (3) The department head, in conjunction with the Purchasing Agent, shall review the cost proposal for general reasonableness and compliance with applicable County purchasing policies.
- (4) If appropriate and necessary, the department head may negotiate the cost and scope of the proposed change with the contractor.

- (5) If agreement is reached with the contractor, the terms of the agreement shall be reduced to a written Contract Modification suitable for execution by the contractor and Fulton County. The Modification shall clearly describe the changes to the contract, including any changes to the schedule and the obligations of the parties. The Modification also shall clearly describe all elements of the cost of the changes, all previous change orders and the total change to the contract cost.
- (6) The department head shall submit the proposed Modification to the County Attorney for preliminary review, and to the Purchasing Agent, the Director of Finance and the Director of Contract Compliance for their review. The department head shall attach to the Modification, the documents listed in Attachment 1 to this Procedure. When change order packages are submitted to the County Attorney's Office for review, the original contract and all previous change orders must be attached.
- (7) Upon completion of the reviews, the department head shall make such changes to the proposed Modification and related documents as necessary and then shall submit five copies of the Modification to the contractor for execution.
- (8) The Modification, as executed by the contractor, the explanatory memorandum and the Uniform Contract/Purchasing Sign-Off Sheet (Sign-Off Sheet) shall be submitted to the County Attorney's Office for final review, to include review of the formalities of execution by the contractor.
- (9) The Modification and accompanying documentation shall be submitted to the County Manager for approval and placement on the Board of Commissioners' agenda. The County Manager shall ensure that all required reviews have been completed and that all necessary documents are attached to the Modification. However, the County Manager may disapprove a change order and return it to the department head to have the work procured through the competitive process.
- (10) Following approval by the Board of Commissioners and receipt of the approval letter from the County Manager, the user department shall forward the originals (with a copy of the approval letter and the routing sheet) to the County Manager for execution. The County Manager shall forward the documents to the Chairman's

Office for his/her signature. The Chairman's Office shall forward the documents to the Clerk to the Commission for his/her signature. The Clerk's Office shall retain one original for the file designated by the Board of Commissioners for filing contracts and making them available for public inspection, and shall forward one original to Purchasing and the remainder of the documents to the user department.

- (11) The user department shall distribute copies of the approved and signed Modifications as set out in Section H. The Purchasing Agent shall issue any necessary purchase order modifications to the contractor and the department concerned, and the department head shall issue to the contractor any necessary notices to proceed.

**G. COUNTY MANAGER'S AUTHORITY:** In the following described situations, the County Manager is authorized to approve change orders and authorize the commencement of work pursuant to such change orders, subject to ratification by the Board of Commissioners. The Board of Commissioners will not withhold ratification unless there is credible evidence showing that the contractor induced or procured the change order by fraud.

**(1) Change orders less than 10% of original contract amount:**

- (a) The County Manager is authorized to approve change orders having a total cost that is less than 10% of the original contract cost. A change order may be approved under this procedure if its cost, when combined with that of all previous change orders to the same contract, is an amount less than 10% of the original contract cost. The County Manager may decline to exercise this authority and return change orders for processing through the regular change order procedure, or may direct that the work be procured through the competitive process.
- (b) Change orders submitted under this authority shall be processed according to the regular administrative procedure described in the preceding Section F, up through Step (8).

The procedure thereafter shall be as follows, substituting the numbered steps below:

- (9) The Modification and required documentation shall be submitted to the County Manager for approval. The County Manager shall review the documents for compliance with this Policy and Procedure and the completion of all required reviews. The County Manager may decline to exercise the authority to approve the change order and may either submit it to the Board of Commissioners under the regular administrative procedure or return it to the department head to procure the work through the competitive process.
- (10) The County Manager shall document approval of the change order by signature on the Sign-Off Sheet and shall notify the user department and the Purchasing Agent of such approval. The department head and the Purchasing Agent shall issue any necessary notices to proceed and purchase order amendments. Work may proceed upon approval by the County Manager.
- (11) Not more than sixty (60) days following approval of a change order under this authority, the County Manager shall have it spread on the minutes by placing it on the consent agenda and subsequently obtaining the signature of the Chairman of the Board of Commissioners on the Modification. The user department shall distribute copies of the executed Modification as stipulated under the regular procedure.

**(2) Extraordinary Circumstances:**

- (a) The County Manager is authorized to approve change orders regardless of the amount when due to extraordinary circumstances; work must be implemented before the Board of Commissioners can act. The County Manager may decline to exercise the authority granted hereunder and may require that the change order be submitted under the regular procedure, or he/she may direct that the work be procured through the competitive process.
- (b) The authority granted in this section may be exercised when immediate action must be taken to protect the County's interests, and only under the following circumstances (in addition to meeting the requirements of Section C):

- (i) Threat to public health, welfare or safety; or
  - (ii) Threat of litigation when it appears likely that litigation will be commenced and that Fulton County's legal position may be compromised by delay in implementing the change order. Change orders citing this circumstance must be approved by the Office of the County Attorney; or
  - (iii) Loss of substantial resources due to delay, including delay to critical path schedule.
- (c) Department heads proceeding under this authority must comply with as much of the procedure set out in Section G (1) as the situation will permit.
- (d) At a minimum, the following procedures must be observed:
- (i) The contractor shall execute a written contract Modification that clearly describes the work to be done and its cost. If costs cannot be fully detailed due to the exigencies of the situation, the Modification must set out a maximum cost and state that the cost will be definitive in a final change order.
  - (ii) The department head shall obtain the approval of the Purchasing Agent, prior to submitting the change order to the County Manager.
  - (iii) The work may proceed upon approval by the County Manager. The department head shall prepare all other documentation normally required for a change order, including completion of the Sign-Off Sheet.
  - (iv) Not later than sixty (60) days following approval of the change order, the County Manager shall place the change order on the consent agenda.
  - (v) In cases of change orders without definitive costs under Subsection (i) above, the department head shall commence processing a final change order as soon as circumstances permit.