



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

**Winner 2000- 2007 Achievement of Excellence in Procurement Award
National Purchasing Institute**

Jerome Noble, Director



October 5, 2007

Re: 07RFP57773YA-CC Print Reprographic and Mail Services

Dear Proposers:

Attached is one (1) copy of Addendum 4, hereby made a part of the above referenced Request for Proposal No. 07RFP57773YA-CC - Print Reprographic and Mail Services.

Except as provided herein, all terms and conditions in the Request for Proposal (RFP) referenced above remain unchanged and in full force and effect.

Sincerely,

Cheryl Cochran

Cheryl Cochran
Chief Assistant Purchasing Agent

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

The due date and time specified in the above Request for Proposal No. 07RFP57773YA-CC is changed from **Thursday, October 11, 2007 at 11:00 AM legal prevailing time to Thursday, October 25, 2007 at 11:00 AM legal prevailing time** at the same location specified in the RFP.

Page 33, the following paragraph is hereby added after Section 6 – Availability of Key Personnel:

Section 7- Location of Firm Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference.

Page 34, paragraph entitled “Section 2 – Completed Cost Proposal Forms” line 2, **Exhibit 3** is corrected to read **Exhibit 2**.

Exhibit 2 Cost Proposal is replaced by revised **Exhibit 2 Cost Proposal** included as **Attachment V** to this addendum.

Please submit the attached revised cost proposal with your response to the RFP.

Note: The following are answers to questions submitted by various interested proposers. Answers to the questions not covered under this addendum will be finalized and provided under a separate Addendum.

Questions for the Fulton County Reprographic Print and Mail Services

1. We assume as in the past that we will be able to charge you a minimum and bill the departments on your behalf. Is this correct?

What you bill will be based on the cost proposal pricing and billable to each Department accordingly independent of Fulton County.

2. Are we obligated to take all the space available and listed in the RFP? Can we use less if it is not necessary?

All space is provided for either copy center and or mail depending on award; no exceptions.

3. You have indicated the contract scope is a 3-year term with two 1-year renewals. Our experience a minimum 5-years yields greater cost savings associated with longer-term contracts. Is there a reason your chose a 3-year term with the two 1-year renewals instead of a straight 5-year contract?

The contract term stated on page 3 paragraph 2.5 entitled Term Of Contract specifically states that the initial term will be for one (1) year from ntp with two (2) one-year renewals. **Each contract year may yield budget shortfalls; or certain shifts in the County's dynamics may not warrant a contract for more than a three year period.**

4. You have several pieces of 3rd party equipment listed that you would like us to maintain and operate. Do we have to take it all or can you warehouse any of the pieces we will not require or be using?

Absolutely; those items that are not needed can be warehoused.

5. Do we have the option to place a service contract on the 3rd party equipment if it required?

If 3rd party equipment means Fulton County owned equipment, then we are requiring the equipment to be maintained under a maintenance service agreement.

6. We assume there will be a single vendor awarded the bid. Is this correct or will there be a winner for the print portion and one for the mail portion?

There may be an award given to one vendor for both, print and mail delivery services or one award given to two vendors each, one for print and one for mail. Additionally, Page 13 of the General Requirements, paragraph 25, line 2 specifically states “Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.”

7. May we obtain samples of your two-color presswork?

Yes. See Attachments I and II to this addendum.

8. Often standardization reduces your cost. Is it possible to standardize envelopes, letterhead, etc to create cost reductions and efficiencies for you?

The RFP allows for this type of information to be submitted as referenced under Exhibit I Checklist #12 entitled, “Value Added Solutions.”

9. Is there opportunity to household multiple documents? In other words, merging the same customer names and addresses into one mailing instead of multiple mailings.

Yes, only if the user department requests and approves.

10. Will all postage costs be a pass-through, or are you expecting the chosen service provider to provide the postage funding?

Postage will be the responsibility of Fulton County.

11. Will the chosen service provider be expected to utilize your current Accountable Mail/Shipping couriers or can we use couriers that we deem to have the best rates?

Couriers that are familiar with internal and external routes would probably be to the advantage of the awardee; but if there are proven efficiencies when dispatching specific couriers, then the service provider will be expected to utilize the most efficient source for delivering services.

12. Does the Fulton County currently presort mailings, utilize zip+ mailings?

No. Currently the vendor contracts presort services.

13. Do you have address cleansing and NCOA link connections for your mailing databases?

Address cleansing and NCOA links are provided by the presort subcontractor.

14. Is the current printing equipment, both offset and copy center production areas, owned by Fulton County or leased through another 3rd Party Supplier?

Offset services are currently produced by a subcontractor off site.

15. Do you have print management software for all print production environments?

Yes

16. Do you have fulfillment and mail services management software?

Yes

17. What other 3rd Party Fulton County contracts associated with the mail and print environments is the expected selected service provider to interface with and utilize, such as paper, envelopes, supplies, etc.?

All paper suppliers, equipment suppliers, etc. will be solely the responsibility of the contracted vendor.

18. What percentage of the print work is hardcopy vs. digital? Is there any transactional work, mainframe environment?

Approximately 20% is digital and 80% is hardcopy.

19. In the RFP you indicate volumes for 2005 and 2007 to date, can your provide all volumes for 2006?

2006 is not available.

20. Can we receive a copy of the Lease Agreement between Fulton County and the selected provider, for the floor space to be leased at \$16/sq foot? If so, can we please receive this at the Pre-Proposal Conference on September 18?

Yes. Please see [sample Attachment III to this addendum](#).

20. Do you currently use any online/web submission for Reprographics jobs?

Yes

21. What is the current staffing for Mail services and for Printing/Reprographics services?

Position	Qty
Site Mgr	1
Asst Mgr	1
Site Sup	1
Equip Spec	1
Courier	2
Sr.Onsite Spec	2
OnSite Spec	4

22. Will there be a tour offered by the County to see the Mail and/or Reprographics Centers?

A tour **was** provided at the conference.

23. Will the Reprographics services be available to any and all employees of Fulton County regardless of location/job role?

Yes

24. How many vehicles does the county utilize today for the mail/repro needs?

Two

25. Does the county currently utilize any software to decide on the most cost effective courier alternative and to track express shipments regardless of vendor?

No

26. Please clarify whether there are any specific minimum percentage requirements (revenue and/or percent of labor force, other) dictated by Fulton County for the use of minority/female business entities in connection to this contract?

There are no minimum percentage requirements for use of minority/female business enterprise (m/fbe) and a vendor is not guaranteed award due to their minority status; however, the County encourages m/fbe participation as a prime and/or subcontractor.

27. Please clarify if there is a minimum percentage of provider (prime contractor) content (in revenue and/or labor force, other) that has to be maintained or exceed (vs. subcontracting) for a bid to be considered?

The Prime contractor is required to perform at least fifty-one percent (51%) of the services.

28. Does a Minority/Female Business Entity have to be certified by the County prior to by bid submission, or by the time the contract is awarded or some other criteria?

No, not prior to Bid submission but prior to award; however, the County encourage all vendors to register on the County's website if interested in doing business with the County at www.fultonvendorselfservice.co.fulton.ga.us.

29. After reading the RFP there is no indication of the responsibility of the postage meter equipment. Please confirm that there is no expectation for the vendor to provide the postage metering equipment.

Yes. Vendor shall provide the postage metering equipment.

30. Can you provide an estimate of the offset volume for your facility?

Offset volumes average approximately \$7,000 per month.

General Questions

31. Based on the RFP, it is understood that the Contract Compliance documents need to be placed in a separate and sealed envelope. On page 56 (last paragraph of Section 6.2) of the RFP, it states that these documents are considered part of and should be submitted with the Technical Proposal. The question is, does this mean that the Contract Compliance sealed envelope must be inserted into the Technical Proposal sealed envelope?

The Contract Compliance forms should be submitted in its own separate sealed envelope from the technical and cost proposals.

32. Does EXHIBIT A – PROMISE OF NON-DISCRIMINATION, have to be filled out and signed by each subcontractor as well as the prime contractor (offerer?)

It should be signed by both the prime and subs.

- 33. Please define how equipment (i.e. desktops, notebooks, are provided....is all equipment provided by selected vendor or are those types of items provided by Fulton County?**

All Equipment Provided by Vendor

3.3.11.2 Contractor Will Provide All Labor, Supplies, Equipment, Maintenance, and Materials (Paper), etc.

Copy/Print Services Questions

34. Can the County confirm that there is a need for a digital quick copy center as well as off-set printing press services? (1.2)

There is a need for digital quick and off set printing press services

35. Are off-set printing services currently performed off site? (1.2)

Yes

36. What are the current quality control standards the County is using for copy/print jobs? (1.2)

Currently, all Quality Control is performed by the contractor.

37. What is the current process for submitting copy and print jobs? (1.2)

On-Line/Digital & Hard Copy

38. Where should vendors include Section 1.8 verification in the response documents?

It can be provided on the lines shown under Parts and Service. If additional space is needed, please submit a continuation sheet.

39. What is the current facility configuration at the satellite Judicial Complex? (3.3.2)

Mail Operations for Judicial facilities

40. What are the current SLAs referred to in Section 3.3.4?

Meet or exceed current service levels while continuing to reduce overall operating costs as much as practical.

41. Does the County have a preferred pre-sort house that they would prefer vendors to use for mail? (3.3.6.04)

Current Presort vendor is PSI

42. Per Section 3.3.8, can the County please provide a to-scale layout of the mail/print services space?

See Attachment IV to this addendum

43. Are there any statistics on job submissions per copier volume category? For example, how many job submissions are requested for jobs of 1-1000 copies per month? (3.3.6)

Yes, 1st Quarter 2,824,442 Black & White Impressions 941,480 Average Monthly Black & White Impressions

44. Can the County provide more details on the on-line services mentioned in Section 3.3.9.1.5?

Mail Delivery Software will allow the on-line services mentioned.

45. Can the County define the difference between the copy center, printing/finishing and electronic printing services all listed in Section 1.2? What, specifically, is the difference between printing/finishing and electronic printing? Which of these services must be performed on site? Which can be offered off site?

Finishing=Drill/Cutting/Burn CD/Pad/Shrinkwrap/Tab Binding (GBC/thermal/stapling/Saddle/Tape/Coil/PlasticComb)

Electronic Printing=Digital Formatting

Both can be offered On-Site and/or off-site

46. Vendor wishes to verify that all graphic equipment listed under Section 3.3.12 is owned by the County, will remain when the new contract starts and vendor only needs to provide maintenance/service for this legacy equipment.

All graphic equipment listed under Section 3.3.12 is owned by the county with the exception of the Shrinkwrap equipment and will not be available once the new contract commences.

47. What are the hours of operation for the copy center?

Normal hours are 8:30 AM to 5:00 PM local time.

48. Does the Procurement Card processing require special software (Section 3.3.11.2)

Visa/Mastercard purchases may require software applications for processing payment.

49. Is electronic bulk document archiving requested by the county? Is there a controlled network folder for this? (Section 3.3.11.2)

No

Mail Services

50. Does the County have a preferred pre-sort house that they would prefer vendors to use for mail? (3.3.6.04)

No

51. What is the pickup time for inbound USPS mail @ GCC?

10:30am & 2:00pm

Who will pickup CBS/county personnel?

Contracted personnel

How many county depts. pick up?

Approximately 75

How many USPS buckets average?

2-3 buckets

0Are these picked up already presorted by personnel? (Section 3.3.9.1.1)

Yes

52. Is any mail software currently in use for USPS or express mail processing? (Section 3.3.9.1.5)

No

53. For incoming & outgoing time sensitive deliverables, does section 8 (money back guarantee) reference from the time mail is in building to recipient (incoming mail) and time it's picked up by external courier service (outgoing mail) (Section 3.3.10)

Yes

54. Is it possible to have the above mentioned RFP provided in a Word Document Form?

No. It is provided to all interested vendors in a PDF form which can be downloaded from the County website.

55. When can we expect answers to these questions and questions asked by other proposers?

Questions were requested and accepted through the cut-off date of September 27, 2007 at 5:00 PM local time.

Will these answers be posted to the website as an addendum?

Yes

56. Section 1.2, what is provided (Utilities, phones, networking) for the rent of \$16 per sq. ft. per year?

Utilities, phones, networking

Is it possible for there to be more than 1 successful bidders mail?

Yes

If the selected vendor needs to sign a lease, is it possible to receive a prospective lease?

See Attachment III to this addendum.

It is very important to receive and have enough time to review any lease prior to the bids due date. While the general public may not have access to the site, would other government entities such as Fulton County Public Schools be allowed to have access to the services?

Yes

57. Section 2.11 Prime Bidders on the project must perform no less than 51% of the scope of work required under the project. How is this measured? Labor hours, cost to Fulton County, or some other metric?

It is measured by percentage of work.

58. Section 2.22 Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. Where does a prospective vendor register to be in compliance?

Prospective vendors can register through the Employment Eligibility Verification (EEV)/Basic Pilot Program that can be accessed at:
www.vis-dhs.com/EmployerRegistration.

59. 3.1.2 Number of Copies: Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. All Proposals must be complete with all requested information.

Can the proposer submit all original and all copies in sealed envelopes co-mingled in the same sealed box?

Yes

60. 3.3.6.03 Inter-Office Mail Deliveries: Performance Standard: Delivered to correct destination within four (4) hours of pickup.

Is this metric for just to government center location or for all offices including satellite offices out side of down town? If not what is the appropriate metric?

See paragraph 3.3.8

How does this standard apply for I-O Mail retrieved at the end of a business day that would be otherwise be delivered on next scheduled run the following morning?

If received at the end of a business day, delivery standards would begin the following business day.

Are interoffice envelopes used for internal mail?

Yes

If so, do all departments use the same type of envelope, and would it be possible to receive a sample envelope?

Will be provided upon award of contract.

61. 3.3.6.04 Metered Mail: Performance Standards:

All mail received by 4:00 p.m. must be processed (metered and delivered to USPS or Pre-Sort location) within the same business day.

- Deliver priority mail within one (1) hour of receipt. Priority mail is a USPS designation.

What is the County's definition of "priority mail"?

Same Day / Next Day.

Is this for the Express Mail services that the vendor will provide, or is this for USPS priority mail?

Express Mail Delivery whether USPS or other express mail service.

- Develop procedures to safely isolate and safely examine any piece of USPS mail delivered to the Government Center that is identified as potential “threat mail” including notifying Fire or Police Department personnel when appropriate.
 - a. Will the Bidder be responsible for handling incoming USPS mail that is currently handled by the USPS? **No**
 - b. Is this metric for just the government center location or for all offices including satellite offices out side of down town? If not what is the appropriate metric? **Fulton County Government Center**
 - c. Will the proposer be responsible for screening all mail or just mail for the GCC? **Government Center**
 - d. What is the current process for identifying end recipient for mis-addressed or improper addressed inter office mail? **Deliver misdirected mail to in-house mail delivery contractor**
 - e. How long does it take to complete a courier run? **½ day**
 - f. What time does USPS arrive for pickup of outbound mail? **5:00**
 - g. For remote locations that may not require service daily, will the county be okay with vendor establishing courier services with those locations with less frequency providing approval by the customers at those locations? **Yes**

62. 3.3.7. Monthly Management Reports:

- Savings Over Commercial Rates (Baseline Source Approved by Fulton County General Services)
 - Finishing Services Performed (By type, number of jobs and spend)
 - On-time / Early Completion Rate
 - Total Number of Job Requests
 - Total Number of PCard Transactions
 - Total PCard Spent
 - Total Finishing and Copy Costs / Spent
- a. Savings over Commercial Rates: Commercial rates over what services and what would be an approved source?

Market Survey by Accepted Postal Association

- b. PCard transactions: What is the percentage of end users that will pay with PCards?

Information currently unavailable

- c. What other method of payment is used by end users utilizing the services of the Document Center.

Purchase Orders & approved funding lines

- d. What level of reporting needs to be provided by the vendor in order to complete PCard transactions.

Mastercard / Visa transaction ledger

- 63. 3.3.8 Operational Data & Facilities Description. Will you provide a scale layout of the facilities offered to proposals for rent?

See Attachment IV to this addendum

- 64. 3.3.10 Domestic Express Mail Services

- a. Who currently provides these services to Fulton County?

United Parcel Service, National Mail Center; Atlanta Cargo Transportation

What is the volume of express mail items is handled by the current vendor(s)

United Parcel Service = Total Packages 494 (Ground 211) Note: Other Accounts Exist

National Mail Center = 258 Total Packages

Atlanta Cargo Transportation= 300 Pick Ups & Deliveries

- b. How many premium next day delivery packages are processed monthly?

N/A

- c. How many standard next day delivery packages are processed monthly?

N/A

- d. How many 2nd day delivery packages are processed monthly?

N/A

- e. Currently how many accounts are set up with the current vendor(s)?

Approximately 100 Offices

- f. Are drop boxes currently being used by the existing vendor(s)?

Yes

- g. And, if so how many drop boxes are in use and where are they?

Approximately 30 Drop Boxes at various locations (i.e. Airport, Superior Court, Health Departments, Government Center, Libraries, Police Department, Fire Stations, County Attorney's Office, etc.)

- h. What are the current costs for parking for any vendor vehicle?

None

- i. Desirable Project Specifications: Are any of these services currently provided by the current vendor(s)?

Yes

65. 3.3.11.2

- a. Will all the departments and agencies be required to use the selected vendor's center, or will the vendor have to compete with local printers and quick copy centers for the business of Fulton County's departments and agencies?

See 1.1 Purpose

CONTRACTOR shall have the exclusive right to operate the COUNTY'S Print, Reprographics and Mail Services facilities as described *countywide*.

- b. Will the selected vendor be responsible for billing back departments for
Metered Mail? **Yes**
Express Mail? **Yes**

- c. How are County departments and agencies currently paying for the services mentioned above as well as reprographic services?

Purchase Order for Express Mail. Chargebacks for Reprographic Services

- d. If not paid by PCard, what are the invoicing and payment terms for County departments and agencies?

There are no terms.

- e. What are the County's responsibilities for invoices not paid by County departments and agencies?

Fulton County will determine.

- f. Who is the final authority for disputed invoices between the selected vendor and a county department or agency?

Will be provided under a separate addendum.

- g. Who is the final authority for disputed invoices between the vendor and a county employee functioning on their own behalf as a retail customer?

Will be provided under a separate addendum.

66. 3.3.11.3 You have listed 2005 data and 2007 data. Is 2006 data available?

Not available at this time

67. 3.3.12.1 If unable to acquire the specialty part within 24 hours, can the vendor be exempt from placing a replacement unit provided that there is not a loss in service or expectations at no additional cost to the County?

Yes

68. 3.3.12.2 Who is currently providing service for the equipment listed under 3.3.12.2?

Paper Handling Solutions, Inc.

69. Based upon the answers to all the submitted questions, will RFP respondents have the ability to submit clarifying questions to the County?

The cut-off was September 27, 2007. If clarifications are requested regarding the answers to questions covered under this addendum, the County will make its best effort to clarify them prior to the RFP due date.

70. Given that the due date for questions is one week prior to the RFP due date, the county will have to take time in replying to the submitted questions, and that the responders will need to factor the answers into their RFP responses, is it possible to move back the due date for the RFP 7 to 14 days?

Current due date has been changed to Thursday, October 11 2007, legal prevailing time.

ACKNOWLEDGEMENT OF ADDENDUM NO. 4

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **October 11, 2007 11:00 A.M legal prevailing time.**

This is to acknowledge receipt of Addendum No. 4, _____ day of _____, 2007.

Legal Name of Bidder

Signature of Authorized Representative

Title

ASSISTANCE FOR THE ELDERLY

Senior citizens are the best taxpayers in the county. The Fulton County Tax Commissioner recognizes that circumstances can sometimes become difficult, but property taxes and solid waste service fees must be paid.

If you have an overage exemption and have difficulty paying your bill, call the Fulton County Tax Commissioner's Office. We will work with you to customize a payment plan to satisfy payment of your property tax and solid waste debt. It is imperative that you do not ignore letters from any government tax office. Although it is your responsibility to pay taxes and solid waste fees, make the Tax Commissioner's Office aware of hardship circumstances. For information call (404) 613-0656.

SOLID WASTE SERVICE EXEMPTION

Taxpayers age 65 and over with an annual income of \$39,000 or less can receive a 30% exemption on their City of Atlanta Solid Waste service fee. If you are receiving an overage exemption for your property taxes, you will automatically receive the 30% exemption on your Solid Waste bill. If you feel that you qualify for the 30% exemption, you must apply at the Tax Assessors' Office. For information on filing, please contact the Tax Assessors' Office at (404) 224-0102.

Taxpayers with an annual income of \$8,000 or less may qualify for a \$30 reduction of recycling fees. For additional information contact the City of Atlanta, Public Works Solid Waste Services at (404) 330-6333. These programs apply to owner occupied residences only.

COUNTY TAX OFFICE LOCATIONS

FULTON COUNTY GOVERNMENT CENTER
141 PRYOR STREET
ATLANTA, GEORGIA 30303

NORTH SERVICE CENTER
7741 ROSWELL ROAD, NE
ATLANTA, GEORGIA 30350

SOUTH SERVICE CENTER
5600 STONEWALL TELL ROAD
COLLEGE PARK, GEORGIA 30349

ALPHARETTA SQUARE OFFICE
289 SOUTH MAIN STREET, SUITE 205
ALPHARETTA, GEORGIA 30004

CHECKS, MONEY ORDERS, OR CREDIT CARDS ONLY:
GREENBRIAR MALL SERVICE CENTER
2841 GREENBRIAR PARKWAY SW, SUITE 180
ATLANTA, GEORGIA 30331

OFFICE HOURS
8:00 A.M. - 4:30 P.M. MONDAY - FRIDAY
TEL. (404) 730-6100 FAX. (404) 730-6929

THE FOLLOWING OFFICES ARE OPEN FOR MOTOR VEHICLE SERVICES ONLY:

KROGER - HAYNES BRIDGE SHOPPING CENTER
3000 OLD ALABAMA ROAD, ALPHARETTA
11:00 A.M. - 6:15 P.M. MONDAY - FRIDAY

FOR CITIZENS 55 YEARS OR OLDER:

THE HARRIETT G. DARNELL MULTI-PURPOSE CENTER
677 FAIRBURN ROAD, ATLANTA
9:00 A.M. - 3:00 P.M. TUESDAY & THURSDAY

THE DOROTHY BENSON MULTI-PURPOSE CENTER
6500 VERNON WOODS DR., SANDY SPRINGS
10:00 A.M. - 3:00 P.M. MONDAY & WEDNESDAY

**For More Information Concerning Solid Waste
Services and Fees call (404) 730-6100 or visit our
website at www.fultoncountytaxes.org**

ARTHUR E. FERDINAND
TAX COMMISSIONER

ATTACHMENT I



City of Atlanta

2007 SOLID WASTE BILL

SHIRLEY FRANKLIN
MAYOR

LISA BORDERS
CITY COUNCIL PRESIDENT

ATTACHMENT I

TAX COMMISSIONER

ARTHUR E. FERDINAND

PROPERTY TAX BILLING DUTIES AND RESPONSIBILITIES OF THE FULTON COUNTY TAX COMMISSIONER

Calculate and Print Tax Bills
Collect Taxes
Distribute Collections

PROPERTY TAX BILLING DUTIES AND RESPONSIBILITIES OF THE FULTON COUNTY TAX ASSESSORS

Maintain Property Ownerships
Assess Valuation of Properties
Accept & Process Homestead Exemptions
Accept & Process Property Tax Returns
Accept & Process Property Assessment Appeals
Compile the Annual Digest Values

The Tax Commissioner uses the values and exemptions provided by the Board of Tax Assessors, along with the millage rates set by the Governing Authorities, to calculate taxes for each property. Bills are mailed to owner of record at the address provided by the Board of Tax Assessors. If the mailing address for your property has changed, please contact the Tax Assessors' Office at (404) 224-0102.

FULTON COUNTY BOARD OF COMMISSIONERS

JOHN H. EAVES
CHAIRMAN
WILLIAM "BILL" EDWARDS
VICE CHAIRMAN
NANCY A. BOXILL
EMMA I. DARNELL
TOM LOWE
ROBB PITTS
LYNNE RILEY

BASIC HOMESTEAD EXEMPTION

To qualify for basic Homestead Exemption you must own and occupy the property as your legal residence as of January 1 of the current tax year. There is no deadline for filing a homestead exemption. However, to receive the exemption for the current year, applications must be filed by March 1 of the current year. Applications filed after March 1 will be reviewed for consideration for the following year. Once granted, it is automatically renewed each year as long as you continuously occupy the home under the same ownership. No more than one exemption may be claimed per immediate family group. For information on eligibility or the proper method of applying, you may call the Tax Assessors' Office at (404) 224-0102.

APPEAL OF ASSESSMENT

If you feel your property value is not reflective of fair market value, you should file a Property Tax Return requesting a change in assessment between January 1 and April 1. If the Board of Assessors does not accept your tax return, you will receive an assessment notice, after which you will have 45 days to file a formal appeal. For information on filing a return, please contact the Tax Assessors' Office at (404) 224-0102.

PAYMENT OF TAXES ON PROPERTY UNDER APPEAL

If your property value is under appeal, you must submit your payment by the due dates to avoid interest, penalty, and/or foreclosure. For more information concerning payments for property under appeal, please call (404) 730-6100.

Please Note: O.C.G.A. § 48-5-24 requires property taxes to be paid by the due dates. City, County, or State personnel have no authority to instruct you to delay payment for any reason.

TAX COMMISSIONER'S OFFICE PROPERTY TAX/MOTOR VEHICLE LOCATIONS

FULTON COUNTY GOVERNMENT CENTER
141 PRYOR STREET, SW
ATLANTA, GEORGIA 30303

NORTH SERVICE CENTER
7741 ROSWELL ROAD, NE
SANDY SPRINGS, GEORGIA 30350

SOUTH SERVICE CENTER
5600 STONEWALL TELL ROAD
COLLEGE PARK, GEORGIA 30349

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ALPHARETTA, GEORGIA 30004

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TELEPHONE (404) 730-6100 FAX (404) 730-6154

THE FOLLOWING OFFICES ARE OPEN

FOR MOTOR VEHICLE SERVICES ONLY:

KROGER - HAYNES BRIDGE SHOPPING CENTER
3000 OLD ALABAMA ROAD, ALPHARETTA
11:00 A.M. - 6:15 P.M.; MONDAY - FRIDAY

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MULTI-PURPOSE CENTER
677 FAIRBURN ROAD, ATLANTA
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THE DOROTHY BENSON

MULTI-PURPOSE CENTER
6500 VERNON WOODS DRIVE, SANDY SPRINGS
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ARTHUR E. FERDINAND
TAX COMMISSIONER

PRESENTS

YOUR

2007

FULTON COUNTY



ATTACHMENT II



TAXES

Michael E. Bodker
Mayor

ATTACHMENT III

FULTON COUNTY, GEORGIA MASTER LEASE AGREEMENT FOR FACILITIES

This Lease Agreement (“Lease Agreement”) made and entered into this 1st day of July 2005 by and between 82 Peachtree Inc., a Georgia Corporation whose address for the purposes hereof is 543 Monteagle Trace, Stone Mountain, Georgia 30087 (hereinafter referred to as “Lessor”) and Fulton County, a political sub-division of the State of Georgia (hereinafter referred to as “Lessee”) for the Department of Information Technology,

WITNESSETH:

1. Description of Demised Premises

Lessor, in consideration of the covenants and agreements to be performed by Lessee, and upon the terms and conditions hereinafter stated, does hereby rent and lease unto Lessee, and Lessee does hereby rent and lease from Lessor, that certain space (the “Demised Premises”) containing approximately 6,800 square feet, known as the 2nd Floor, H.L. Green Building, 97 Peachtree Street, SW, Atlanta, Georgia 30303 which includes but is not limited to common areas on that tract of land and by this reference made a part hereof, with no easement for light or air included in the demised premises, or being granted hereunder. The Demised Premises are more fully described in Exhibit “A”, attached hereto and incorporated herein by reference.

2. Term

(a) Lessee takes and accepts from Lessor the Demised Premises upon the terms and conditions herein contained and in their present condition and as suited for the use intended by Lessee, to have and to hold the same for the term (“Lease Term”) of the lease.

(b) Pursuant to O.C.G.A. S 36-60-13: The Base Term of the lease shall be for a total of Six (6) months, which begins on July 1, 2005 (the “Commencement Date”) which shall be the date upon which the Demised Premises are ready for occupancy by Lessee and end on December 31, 2005 (the “Termination Date”). In addition to the Base Term, the lease shall renew annually for five (5) consecutive one (1) year terms beginning on January 1st of each year and ending on December 31st at the indicated Rent in Article 3 (Rental). The five (5) optional one (1) year automatic renewals shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners unless sooner terminated as provided for in the Lease. In no event shall this lease continue beyond December, 2010 unless extended by mutual consent as provided for in

the Lease. If the termination date falls on a Saturday, Sunday or national holiday, the Lease Term shall be extended to midnight of the next business day provided Lessee is not in default under the terms and conditions outlined herein.

(c) The lease shall obligate the Lessee to pay only the sums payable during the calendar year of execution or in the event of a renewal by Lessee, for sums payable in the individual calendar year renewal term. Lessee may prepay Rent at Lessee's option.

(d) This lease may be terminated as provided herein or by the Lessee or the Lessor providing a ninety (90) day written "Notice of Lease Termination" at any time during the term of the lease. Otherwise this Lease Agreement shall terminate absolutely and without further obligation on the part of the Lessee or Lessor at the close of calendar year 2005 unless renewed as provided herein.

3. Rental

During the term of the Lease Agreement, Lessee shall pay monthly installments of "Minimum Rent" in advance of or on the first day of each calendar month, without demand, deductions or set off hereunder the following sums.

Base Term:	July 1, 2005 to December, 2005: \$60,000.00 per annum payable \$10,000.00 per month.
Option Term 1:	January 1, 2006 to December 31, 2006: \$126,000.00 per annum payable \$10,500.00 per month.
Option Term 2:	January 1, 2007 to December 31, 2007: \$132,300.00 per annum payable \$11,025.00 per month.
Option Term 3:	January 1, 2008 to December 31, 2008: \$138,915.00 per annum payable \$11,576.25 per month.
Option Term 4:	January 1, 2009 to December 31, 2009: \$145,860.75.00 per annum payable \$12,155.06 per month.
Option Term 5:	January 1, 2010 to December 31, 2010: \$153,153.78.00 per annum payable \$12,762.82 per month.

4. Rent Adjustments

There shall be no adjustments to the Rent as outlined above. Annual Rent increases of 5% for each renewal year, which has been agreed upon by Lessor and Lessee and are included above for each Term.

5. Payments

All payments of rent, additional rent and other payments to be made to Lessor shall be made on a timely basis and shall be payable to Lessor or as Lessor may otherwise designate by written notice. All such payments shall be mailed or delivered to Lessor's principal office at 543 Monteagle Trace, Stone Mountain, Georgia 30087 or at such other place as Lessor may designate from time to time in writing. If mailed, all payments shall be mailed in sufficient time and with adequate postage to be received in Lessor's account no later than the due date for such payment. Payments shall be made to Lessor without demand.

6. Security Deposit

Upon approval of this Lease, Lessee shall pay Lessor the first month's Rent and a Security Deposit equal to the first month's Rent. Upon termination of this Lease, as provided herein, Lessor shall return Security Deposit to Lessee if Lessee has maintained the Demised Premises in good working order, normal wear and tear considered

7. Late Charges

Lease payments are the responsibility of the Lessee. Lessee shall in good faith take all internal steps necessary to assure that lease payments are issued by the Finance Department and mailed in advance providing for the delivery of the same on the due date. A late charge of ten percent (10%) of the monthly lease payment will be assessed if lease payment is not received on or before the 5th of each month. Rent is due on the 1st of each month.

8. Possession

Taking possession by Lessee shall be deemed conclusively to establish that the Demised Premises have been prepared or completed in accordance with the plans and specifications approved by Lessor and Lessee and that the Demised Premises are in good and satisfactory condition and are suitable for Lessee's intended use.

9. Quite Enjoyment

Lessee, upon paying the rents herein reserved and performing and observing all other terms covenants and conditions of this lease on Lessee's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term, subject, nevertheless to the terms of this lease and to any mortgages, ground or underlying leases, agreements and encumbrances to which this lease is or may be subordinated.

10. Use Rules

The Demised Premises shall be used for the Fulton County Department of Information Technology and no other purposes and in accordance with all laws and ordinances (federal, state, county, or municipal, including without limitation,

environmental) as well as applicable orders and requirements. Lessor shall have the right at all times during the Lease Term to publish and promulgate and thereafter enforce such rules and regulations as it may reasonably deemed necessary to protect the tenantability, safety, operation and welfare of the Demised Premises and of the building or buildings of which the Demised Premises are a part. Said rules and regulations must be applicable to all tenants and same must be delivered in writing to Fulton County.

11. Lessor's Right of Entry

(a) Lessor shall retain duplicate keys to all doors of the Demised Premises and Lessor and its agents, employees and independent contractors shall have the right to enter the Demised Premises at reasonable hours to inspect and examine same, to make repairs, additions, alterations, and improvements, to exhibit Demised Premises "For Rent" or "For Sale" to prospective purchasers or tenants, and to assure that Lessee is complying with all covenants and obligations of the Lease. Lessor shall exhibit the Demised Premises to prospective purchasers or tenants during the last 180 days of the Lease Term only. During such time as such work is being carried on in or about the Demised Premises, the rent provided herein shall not abate, and Lessee waives any claim or cause of action against Lessor for damages by reason of interruption of Lessee's governmental functions therefrom because of the prosecution of any such work or any part thereof.

(b) Notwithstanding anything to the contrary contained in Article 10 and this article of this lease, if Lessee's use or occupancy of the Demised Premises are substantially or completely disrupted by any repairs, additions, alterations or improvements made by Lessor' to the Demised Premises, or by Lessor's failure to provide those services defined in Articles 18, 19, 20, 22 and 23 of this lease for a period of three days, and if Lessor has not made a good faith effort to make the Demised Premises habitable, Lessee shall thereafter be entitled to an abatement of Rent from the time of the initial disruption of services until Lessor has completed such work or restored services to the Demised Premises to allow Lessee to occupy the space for the intended use.

12. Default

(a) The following events shall be deemed to be events of default by Lessee under this Lease Agreement: (i) Lessee shall fail to pay any installment of Base Rent, additional rent or any other charge or assessment against Lessee pursuant to the terms hereof when due which failure continues for thirty (30) business days after written notice thereof from Lessor to Lessee; (ii) a receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Lessee or of any guarantor of this Lease Agreement; (iii) Lessee shall abandon or vacate all or any portion of the Demised Premises or fail to take possession thereof as provided in this Lease Agreement; or (iv) Lessee shall do, or permit to be done anything which creates a lien upon the Demised Premises which lien is not removed by payment or bond within 30 days after Lessee receives notice thereof.

(b) Upon the occurrence of any of the aforesaid events of defaults, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever: (i) terminate this Lease Agreement, in which event Lessee shall immediately surrender the Demised Premises to Lessor and if Lessee fails to do so, Lessor may without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Demised Premises and expel or remove Lessee and any other person who may be occupying said Demised Premises or any part thereof, by force, if necessary, as permitted by Georgia law without being liable for prosecution or any claim of damages therefor; Lessee hereby agreeing to pay to Lessor on demand the amount of all Base Rent and other charges accrued through the date of termination; (ii) enter upon and take possession of the Demised Premises and expel or remove Lessee and any other person who may be occupying said Demised Premises or any part thereof, by force, if necessary, as permitted by Georgia law, without being liable for prosecution or any claim of damages therefor and, if Lessor so elects, re-let the Demised Premises on such terms as Lessor may reasonably deem advisable, without advertisement, and by private negotiations provided that in such event Lessor shall use reasonable efforts to re-let the Demised Premises at then-prevailing rental rates for comparable space in the Building, and receive the rent therefor, Lessee hereby agreeing to pay to Lessor the deficiency, if any, applicable to the Lease Term hereof obtained by Lessor re-letting, and Lessee shall be liable for Lessor's expenses in restoring the Demised Premises and all costs incident to such re-letting; (iii) enter upon the Demised Premises by force if necessary as permitted by Georgia law, without being liable for prosecution or any claim of damages therefore, and do whatever Lessee is obligated to do under the terms of this Lease Agreement; and Lessee agrees to reimburse Lessor on demand for any expenses including, without limitations, reasonable attorney's fees which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease Agreement and Lessee resulting to Lessee from such action, whether caused by negligence of Lessor or otherwise.

(c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any Base Rent, additional rent or other remedy hereunder or of any damages accruing to Lessor by reason of violation of any of the terms, covenants, warranties and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage, which Lessor may suffer by reason of termination of this Lease Agreement following default by Lessee or the deficiency arising by reason of any re-letting of the Demised Premises by Lessor as above provided, allowance shall be made for expense of repossession.

(d) In case Lessor shall default in the performance of any covenant or agreement herein contained, and such default shall continue for thirty (30) days after receipt by Lessor of written notice thereof given by Lessee, its agents or attorney, then no rent shall be paid or become payable under this Lease Agreement for such time as such

default shall continue after the expiration of said thirty (30) days' period and Lessee, at its option, may (i) declare the term ended and vacate the Demised Premises and be relieved from all further obligations under this Lease Agreement, or (ii) pay any sum necessary to perform any obligation of Lessor hereunder, and deduct the cost thereof, with interest, from the rents thereafter to become due hereunder. The performance of each and every agreement herein contained on the part of Lessor shall be a condition precedent to the right of Lessor to collect rent hereunder or to enforce this Lease Agreement as against Lessee.

13. Waiver of Breach

No waiver of any breach of the covenants, warranties, agreements, provisions or conditions contained in this Lease Agreement shall be construed as a waiver of said covenant, warranty, provision, agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease Agreement shall continue in full force and effect as if no breach had occurred.

14. Assignments and Subletting

Lessee shall not sublease or assign this lease agreement without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed (Lessor's consent will take into account the identity, business reputation, use, and net worth of the proposed assignee). Lessee shall not assign this Lease or any interest herein or in the Demised Premises, or mortgage, pledge, encumber, hypothecate or otherwise transfer or sublet the Demised Premises or any part thereof or permit the use of the Demised Premises by any party other than Lessee. Lessee shall have the right to make a collateral assignment of its interest hereunder to a reputable financial institution, provided such institution shall agree in a form satisfactory to Lessor to assume all duties and obligations of Lessee in the event that such institution shall exercise its right under said collateral assignment. Consent to one or more such transfers or subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Lessor. Sub-lessees or transferees shall become directly liable to Lessor for all obligations of Lessee hereunder, without relieving Lessee (or any guarantor of Lessee's obligations hereunder) of any liability to Lessor arising under this Lease Agreement during the entire remaining Lease Term including any extensions thereof, whether or not authorized herein. Notwithstanding anything to the contrary contained in this Article of this Lease, Lessee shall be permitted, without the necessity of obtaining Lessor's prior written consent, to assign Lessee's interest hereunder to a parent, subsidiary or affiliated corporation of Lessee, provided Lessee shall remain liable hereunder, or to assign Lessee's interest hereunder to the surviving corporation of any merger provided said surviving corporation shall assume all of Lessee's obligations hereunder and shall have a net worth not less than the net worth of Lessee immediately prior to the merger.

15. Destruction

- (a) If the Demised Premises are partially or totally damaged or destroyed by

fire or other casualty insurable under standard fire insurance policies with extended coverage endorsements so as to become partially or totally untenable, the same shall be repaired or rebuilt by Lessor as provided in Subparagraph (b) of this Article 15.

(b) If the Demised Premises are (i) rendered totally untenable by reason of an occurrence described in Subparagraph (a) or (ii) damaged or destroyed as a result of a risk which is not insured under standard fire insurance policies with extended coverage endorsement, or (iii) damaged or destroyed during the last eighteen (18) months of the Lease Term or (iv) damaged to such an extent that the Demised Premises cannot be repaired or rebuilt within (90) days from the date of such occurrence, or if the Building is damaged in whole or in part (whether or not the Demised Premises are damaged), to such an extent that the Building cannot, in Lessor's judgment, be operated economically as an integral unit, then and in any such events either party may at its option terminate this Lease Agreement by notice in writing to the other party within thirty (30) days after the date of such occurrence. Unless either party gives such notice, this Lease Agreement will remain in full force and effect and Lessor shall repair such damage at its expense as expeditiously as possible under the circumstance but no longer than ninety (90) days.

(c) If Lessor should elect to be obligated pursuant to Subparagraph (a) above to repair because of any damage or destruction, Lessor's obligation shall be limited to the original Building and any other work or improvements which may have been originally performed or installed at Lessor's expense. If the cost of performing Lessor's obligation exceeds the actual proceeds of insurance paid or payable to Lessor on account of such casualty, either party may terminate this Lease Agreement unless Lessee, within fifteen (15) days after demand therefore deposits with Lessor a sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available for such purpose. If Lessee deposits with Lessor said sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available for such purpose, said sum deposited with Lessor shall be a credit against Lessee's future rent.

(d) In no event shall either party be liable for any loss or damage sustained by the other party by reason of casualties mentioned hereinabove or any other accidental casualty.

16. Removal of Fixtures, Equipment, & Effects

Lessee may upon the expiration or termination of the Lease Term or any renewal thereof, remove all equipment and fixtures that Lessee has attached to the Demised Premises during the term of the lease. Further, upon removal of such equipment and fixtures Lessee shall restore the Demised Premises to the condition immediately preceding the time of installation thereof, reasonable wear and tear excepted. If Lessee does not remove all such personalty and equipment, Lessor may within ten (10) days after the expiration of the Lease Term have the right to notify Lessee to remove any or all County and or personal property and equipment and thereupon restore the Demised Premises to the condition immediately preceding the time of installation thereof reasonable wear and tear excepted. If Lessee shall fail or refuse to remove all County

and or personal property and equipment from the Demised Premises upon the expiration or termination of this Lease Agreement, Lessor may, at its option, remove the same in any manner that Lessor shall choose and store said County and or personal property and equipment without liability for any loss or damage thereto. Lessee shall pay Lessor on demand any and all expenses incurred by Lessor in such removal and storage, including, without limitation, court costs, attorney's fees, and storage charges. Fixtures and equipment does not include walls and cabinets installed to prepare the premises for occupancy. The covenants and conditions of this Article 16 shall survive any expiration or termination of this Lease Agreement.

17. Lessor's Lien

Lessor shall not place a Lien on Lessee's Property contained in Demised Premises.

18. Utility Bills

Lessee shall pay for all utilities, including phone services, and related taxes, necessary to operate the Demised Premises, including but not limited to electricity, water, sewer, gas, fuel, garbage/sanitation in addition to the base rent for the Demised Premises.

19. Maintenance

Lessor shall provide all maintenance services required to keep the Demised Premises in good repair at all times, including the air conditioning and heating systems. Lessor shall paint Demised Premises at the end of the last option year if lease is renewed. Lessor shall replace carpet in Demised Premises at the end of the last option year, if mutually agreed by Lessee and Lessor that carpet is soiled the extent that it can not be cleaned, if lease is renewed. Lessor is not responsible for maintenance of Lessee owned furniture, fixtures, equipment or personal property of User Department Staff in occupying Demised Premises.

20. Repairs by Lessor

(a) Lessor shall make all repairs to the Demised Premises including structural repairs necessary for safety and tenantability including all glass windows, exterior doors and "building systems". Lessor shall make all "ADA" and/or "Life Safety", including but not limited to providing and maintaining fire extinguishers, improvements to the Demised Premises necessary and required by code for occupancy of the Demised Premises. Lessee shall be responsible for any ADA and/or Life Safety improvements which are required as a result of renovations by Lessee to the Demised Premises after occupancy by Lessee. Lessee shall make no alterations in, or additions to, the Demised Premises without first obtaining the written permission of the Lessor. Such alterations or additions shall be at the sole cost and expense of Lessee and shall become a part of the Demised Premises and shall be the property of Lessor. Lessor shall deliver any "Landlord's Work" as may be required, and as attached as a part of this Lease Agreement. Lessor is not responsible for

the repair of Lessee furniture, fixtures, equipment or other staff personal property in the Demised Premises, except for any renovation improvements approved and accepted by Lessor as indicated in this Article.

(b) Lessor shall keep the Building, the Demised Premises and all common areas pertaining thereto in proper repair according to the standards, including "ADA" and Life Safety, of comparable buildings in the Atlanta area.

21. Repairs by Lessee

(a) Lessee covenants and agrees that it will take good care of the Demised Premises, its fixtures and appurtenances, and suffer no waste or injury thereto and keep and maintain same in good and clean condition, "normal" wear and tear excepted. Lessee is responsible for the repair of Lessee's property in the Demised Premises, except for property as approved and accepted by Lessor as indicated in Article 20 – Repairs By Lessor.

(b) Lessee shall use best efforts to report at once, in writing or by verbal notice to Lessor any defective or dangerous condition known to Lessee and not otherwise known to Lessor, and failure to so report any defective or dangerous condition known to Lessee which should have been reported to Lessor and could not have been known to Lessor except by report from Lessee shall make Lessee responsible and liable for Lessor's damages resulting from such defective condition.

22. Cleaning Services

Lessor shall provide all custodial/cleaning services and supplies necessary to maintain the Demised Premises. The cleaning services shall include, but not limited to, empty trash cans in all areas and offices at lease once each business day, clean restrooms at least once each business day, vacuum all areas at least once each week, clean all windows, inside and outside at least twice each year, clean carpet at least once each year, clean common areas. Lessee shall make every good faith effort to establish and maintain good house keeping policies and practices to keep the Demised Premises in a clean and sanitary condition during the term of the Lease.

23. Pest Control Services

Lessor shall provide pest control, including but not limited to the control of rodents, for the Demised Premises as necessary to the control the infestation of ants, roaches and other insects. Lessor shall provide or contract to a commercial pest control firm to provide preventative treatment services at the Demised Premises at least once each year.

24. Security Services

Lessee shall provide, at Lessee's sole expense, all security staff and any security

system required and considered necessary by Lessee to provide security for staff and for the physical security of the Demised Premises.

25. Attorney's Fees and Arbitration

In the event of litigation commenced by Lessor or Lessee to enforce any obligation of the other party hereunder, all reasonable attorney's fees and expenses of the prevailing party in such litigation shall be paid by the party against whom an adverse final, non-appealable judgment is entered.

26. Time

Time is of the essence of this Lease Agreement and whenever a certain day is stated for payment or performance of any obligation of Lessee, or Lessor, the same enters into and becomes a part of the consideration hereof.

27. Subordination & Attornment

(a) Lessee agrees that this Lease Agreement shall be subordinate to any mortgage now or hereafter encumbering the Demised Premises or the Building or buildings of which the Demised Premises may be a part or any component thereof, and to all advances made or hereafter to be made upon the security thereof. Lessee, however, upon request of any party in interest, shall execute promptly such instrument or certificates as may be reasonably required to carry out the intent hereof, whether said requirement is that of Lessor or any other party in interest, including, without limitation, mortgagees.

(b) If any mortgagee elects to have this Lease Agreement superior to its mortgage and signifies its election in the instrument creating its lien or by separate recorded instrument, then this Lease Agreement shall be superior to such mortgage. The term "mortgage" as used herein, includes any deed of trust or security deed and any other method of financing or refinancing. The term "mortgage" refers to the holder of the indebtedness secured by a mortgage.

(c) Within ten (10) days after request therefor by Lessor, Lessee agrees to execute and deliver to Lessor in recordable form an Estoppel Certificate addressed to any mortgagee or assignee of Lessor's interest in or purchase of the Demised Premises or the Building or buildings of which the Demised Premises may be a part of or any part thereof, certifying (if such be the case) that this Lease Agreement is unmodified and is in full force and effect (and if there have been modifications, that the same is in full force and effect as modified and stating said modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by Lessee; and stating the date to which Base Rent, additional rent and other charges have been paid. Such certificate shall be required by such mortgagee, proposed mortgagee, assignee, purchaser or Lessor.

28. No Estate

This Lease Agreement shall create the relationship of landlord and tenant only

between Lessor and Lessee and no estate shall pass out of Lessor. Lessee shall have only a usufruct, not subject to lien, levy and sale and not assignable in whole or in part by Lessee except as provided herein. Lessor acknowledges that Lessee's interest hereunder is not alienable and agrees that any asserted lien claim thereon shall not constitute an event of default hereunder.

29. Cumulative Rights

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but not restrictive of, or in lieu of those conferred by law.

30. Holding Over

If Lessee remains in possession after expiration or termination of the Lease Term with or without Lessor's written consent, Lessee shall become a tenant-at-sufferance, and there shall be no renewal of this Lease Agreement by operation of law. During the period of any such holding over, all provisions of this Lease Agreement shall be and remain in effect except that the monthly rental shall be equal to the amount of rent (including any adjustments as provided herein) payable for the last full calendar month of the Lease Term including renewals or extensions. The inclusion of the preceding sentence in this Lease Agreement shall not be construed as Lessor's consent for Lessee to hold over.

31. Surrender of Premises

Upon the expiration or other termination of this Lease Agreement Lessee shall quit and surrender to Lessor the Demised Premises, broom clean in the same condition as at the commencement of the original Lease Term, reasonable wear and tear only excepted, and Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease Agreement.

32. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given, whether actually received or not, on the third business day after such notice is deposited, postage prepaid, in the United States Mail, certified, return receipt requested, and addressed to Lessor or Lessee at their respective address set forth herein above or at such other address as either party shall have theretofore given to the other by notice as herein provided. Notice to Fulton County must be as follows:

Fulton County Government
Land Administrator
General Services Department – Land Division
141 Pryor Street, SW - Suite 8021
Atlanta, Georgia 30303

continued

Fulton County Government
Office of the Director
Department of Information Technology
141 Pryor Street, SW – Suite 9049
Atlanta, Georgia 30303

Fulton County Government
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

33. Damage or Theft of Personal Property

All personal property brought into the Demised Premises by Lessee, or Lessee's employees or business visitors, shall be at the risk of Lessee only, and Lessor shall not be liable for the theft thereof or any damage thereto occasioned by any act of co-tenants, occupants, invitees or other users of the Building or buildings of which the Demised Premises may be a part of. Lessor shall not at any time be liable for damage to any property in or upon the Demised Premises, which results from gas, smoke, water, rain, ice or snow which issues or leaks from or forms upon any part of the Building or buildings of which the Demised Premises may be a part, or from the pipes or plumbing work of the same, or from any other place whatsoever, unless such damage results from defects or conditions of which Lessee has given Lessor written notice (or of which Lessor is otherwise aware) and Lessor has failed to perform Lessor's obligation to correct same in a prompt and timely manner.

34. Eminent Domain

(a) If title to any part of the Demised Premises is taken for any public or quasi-public use by virtue of the exercise of the power of eminent domain or private purchase in lieu thereof, or if title to so much of the Building or buildings of which the Building may be a part is taken that a reasonable amount of reconstruction thereof will not in Lessor's sole discretion result in the Demised Premises, or the Building or such other buildings being a practical improvement and reasonably suitable for use for the purpose for which they are designed, then in either event, this Lease Agreement shall terminate, at the option of Lessor, on the date that the condemning authority actually takes possession to the part so condemned or purchased. If title to the whole of the Demised Premises or such Building or buildings is taken by eminent domain or private purchase in lieu thereof, then this Lease Agreement shall terminate as of the date possession is so taken by the condemning authority.

(b) If this Lease Agreement is terminated under the provisions of this Article, rent shall be apportioned and adjusted as of the date of termination. Lessee shall have no claim against Lessor or against the condemning authority for the value of any leasehold estate or for the value of the unexpired Lease term. However, Lessee may claim any unamortized costs of leasehold improvements made by Lessee (excluding those costs

paid by the construction allowance hereunder) and any relocation expenses recoverable under applicable law.

(c) If there is a partial taking of the Demised Premises, the Building or such other buildings and this Lease Agreement is not thereupon terminated under the provisions of this Article, then this Lease Agreement shall remain in full force and effect, and Lessor shall, within a reasonable time thereafter, repair and restore the remaining portion of the Demised Premises, should they be affected, to the extent necessary to render the same tenantable, and shall repair or reconstruct the remaining portion of the Building to the extent necessary to make the same a complete architectural unit; provided that such work shall not exceed the scope of the work required to be done by Lessor in originally constructing such Building or the Demised Premises. Lessor shall also provide to Lessee an allowance not exceeding \$25,000 toward Lessee's costs of improvements for repair and reconstruction of the remaining portion of the Demised Premises; provided, however, Lessor shall not be required to expend more than the net proceeds of the condemnation award which are paid to Lessor in complying with its obligations hereunder.

(d) All compensation awarded or paid upon a total or partial taking of the Demised Premises or the Building or such other buildings shall belong to and be the property of Lessor without any participation by Lessee (except as otherwise provided in subparagraph (b) hereinabove or as hereafter provided). Nothing herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority from loss of business, damage to, and cost of removal of, trade fixtures, furniture and other personal property belonging to Lessee.

(e) After any partial taking of the Demised Premises which does not result in a termination of this Lease Agreement the Base Rent (as escalated) for the remainder of the Lease Term shall be reduced by the same percentage as the floor area of the space taken bears to the total floor area originally in the Demised Premises, and any other charges provided for hereunder shall be equitably adjusted.

35. Parties

The term "Lessor", as used in this Lease Agreement, shall include Lessor and its assigns and successors in title to the Demised Premises. The term "Lessee" shall include Lessee and its heirs, legal representatives and successors, and shall include Lessee's assignees and sub-lessee, if this Lease Agreement shall be validly assigned or the Demised Premises sublet for the balance of the Lease Term or any renewals or extensions thereof.

36. Relocation of the Premises

There shall be no relocation of the Demised Premises unless otherwise agreed to by Lessor and Lessee in writing.

37. Force Majeure

In the event of strike, lockout, labor trouble, civil commotion, Act of God, or any other cause beyond either party's control (collectively "force majeure") resulting in such party's inability or delay to supply the services or perform the other obligations required hereunder, this Lease Agreement shall not terminate and such performance by either party shall be excused for a reasonable time given the nature of the cause.

38. Submission of Lease

The submission of this Lease Agreement for examination does not constitute an offer to lease and this Lease Agreement shall be effective only upon execution hereof by Lessor and Lessee.

39. Severability

If any clause or provision of the Lease Agreement is illegal, invalid or unenforceable under present or future laws, the remainder of the Lease Agreement shall not be affected thereby, and in lieu of each clause or provision of this Lease Agreement which is illegal, invalid or unenforceable, there shall be added as part of this Lease Agreement a clause or provision as may be legal, valid and enforceable.

40. Entire Agreement

This Lease Agreement together with the attached *Exhibit A* (DEMISED PREMISES FLOOR PLAN), *Exhibit B* (ADDENDUM TO LEASE AGREEMENT), and *Exhibit C* (SPECIAL STIPULATIONS) contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given such party hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

41. Obligation to Insure

(a) Lessor acknowledges the following insurance coverage by Lessee. Nothing herein granted shall grant any rights to third parties.

(b) Lessee agrees to maintain a Public Entity Liability Insurance Policy for the duration of this lease. The Retained limit of said policy is \$2,000,000.00. The Liability limits for said policy shall be \$5,000,000.00 for any one occurrence or wrongful act. Lessor shall be listed as an Additional Insured under said policy. Lessee shall provide Lessor with a Certificate of Insurance confirming indicated coverage under said policy for the duration of this lease.

42. Indemnification

(a) Fulton County Government can not Indemnify, (277, Ga. 248).

(b) Lessor and Lessee mutually release the other from all responsibility or liability for any loss, injury, or damage not covered by insurance.

43. Hazardous Materials/Waste

Lessee agrees that Lessee, its agents, servants, employees, licensees and contractors shall not use, manufacture, store or dispose of any flammable explosive, radioactive materials, hazardous waste or materials, toxic wastes or materials or other similar substances (collectively "Hazardous Materials") on under or above the Demised Premises. Notwithstanding the foregoing, Lessee may use, handle, store and dispose of products (aerosol, insecticides, toner for copiers, paint, paint removers and the like) to the extent customary and necessary for the use of the Demised Premises for general office purposes.

44. Headings

The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Lease Agreement.

45. Signage

All of Lessee's Signage shall conform to Lessor and Fulton County signage standards and related codes. Lessor shall approve all signage for Demised Premises. Lessor reserves the right to remove any signage, at Lessee's expense, which was not approved by Lessor prior to installation. The cost and installation of all signage (interior and exterior) required for the Demised Premises is the responsibility of the Lessee. However, if build-out or renovation of the space is required, the cost of the signage may be included in the renovation cost "upon mutual agreement between Lessor and Lessee".

46. Emergency Contact Information

The Lessor shall provide Lessee, and Lessee shall provide Lessor with Emergency Contact Information which shall include a designated Individual or Company that shall be available 24 hours per day / 7 days per week basis to respond to and address any emergency that may arise at the Demised Premises. This information shall be made a part of the lease.

47. Lease Replacement And Termination

This Lease replaces a lease between Fulton County and MLK Management, LLC approved by the Board of Commissioners on April 4, 2004 (Item Number: 04-0462).

IN WITNESS WHEREOF, the said parties have hereunto set their seals by their duly authorized agents, the day and year first above written.

Fulton County, A political subdivision
of the state of Georgia.

State of Georgia
Georgia Department of Transportation

By: _____
Karen Handel, Chair
Fulton County Board of Commissioners

By: _____
Title: _____

ATTEST:

ATTEST:

MARK MASSEY,
Fulton County Clerk to Commission

By: _____
Title: _____

Affix Seal

Affix Seal

APPROVED AS TO FORM for Fulton County:
This _____ day of _____, 2006

Print _____
Title _____
Office of the County Attorney

Exhibit A

DEMISED PREMISES FLOOR PLAN

The “Demised Premises” as outlined on the Floor Plan attached hereto as ***Exhibit A*** containing approximately 6,800 square feet, for the Department of Information Technology, known as 2nd Floor, H.L. Green Building, 97 Peachtree Street, SW, Atlanta, Georgia 30303 including but not limited to common areas on that tract of land and by this reference made a part hereof, with no easement for light or air included in the demised premises, are being granted hereunder.

Exhibit B

ADDENDUM TO LEASE AGREEMENT

Lessor has agreed to provide the following build-out services, as indicated on ***Exhibit A***, for the Department of Information Technology within the cost of the lease:

Lessor has renovated the Demised Premises, as indicated in Exhibit A / Floor Plan, and as outlined in the “Schedule of Owner’s Work” for Lessee. Lessee accepts the Demised Premises under the terms and conditions of this Lease as indicated in Article 8 – Possession.

Lessor has renovated the Demised Premises for Lessee in accordance with all relative “ADA”, Life Safety and all other governing building codes for office use by Lessee.

Lessor shall provide all required phone/data wiring to the Demised Premises, and shall provide and install phone/data wiring and connection boxes within the Demised Premises as specified by Lessee. Lessor shall provide and install said wiring in each office, and all other areas as specified by Lessee for office equipment.

Lessee shall be responsible for providing and installing all phone/data/security equipment within the Demised Premises. In addition, Lessee shall provide and install all related wiring, from connection terminals provided by Lessor, to Lessee’s equipment within the Demised Premises.

Exhibit C

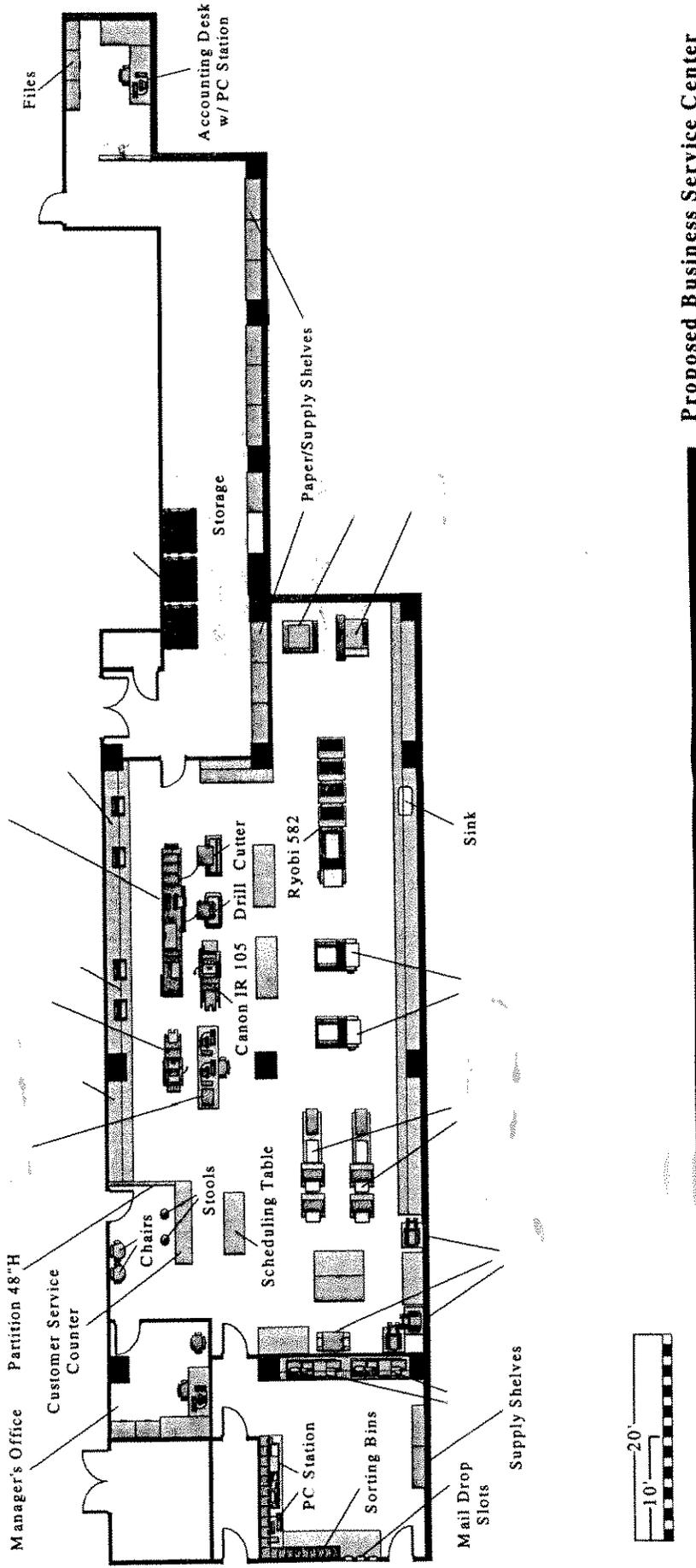
SPECIAL STIPULATIONS

Lessee shall comply with all Lessor written rules and regulations and terms of the Lease, as provided for herein, or as agreed upon by Lessor and Lessee.

-Lessee shall provide Lessor access to and use of elevator from time to time as necessary to access building and building systems and equipment necessary to operate the building.

ATTACHMENT IV

Fulton County



Proposed Business Service Center

Scale - 1/16" = 1'

ATTACHMENT 5

EXHIBIT 2 COST PROPOSAL

PRICING - NOTE: THIS PORTION MUST BE PLACED IN A SEPARATE, SEALED ENVELOPE AND CLEARLY MARKED)

A.MAIL

(1). Mail Management Fee = \$ _____ per month.

Include the proposed base management fee for mail services (e.g., internal & external mail delivery staff + equipment + presort cost for 1st class mail for approximately 27,500 pieces + courier, etc).

	Mail	Description	Cost
A		Base Management Fee	
	1	This is the recurring monthly compensation for all personnel including personnel for internal and external mail delivery services, and all County equipment , presort, and internal courier services	\$_____/Mo
B	Presort		
	1	Presort Mailing Services (provide cost for a first class letter) based upon volume of 27,500 pieces per month	
C	Print		Per Impression
	1	1Sided Black & White 0-500	\$
		1Sided Black & White 501-1500	\$
		1Sided Black & White 1501-2500	\$
	2	Color Copies 0-100	\$
		Color Copies 101-500	\$
	3	Print Press Impressions (Flat Black & White) 0-500	\$
		Print Press Impressions (Flat Black & White) 501-1500	\$
		Print Press Impressions (Flat Black & White) 1501+	\$
	4	Print Press Impressions (Envelope Black & White)0-500	\$
		Print Press Impressions(Envelope Black & White)501-1500	\$
		Print Press Impressions(Envelope Black & White)1501+	\$
	5	2Color Print (press) Impressions 0-100	\$
		2Color Print (press) Impressions 101-500	\$

