

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

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox

ATTEST:

DocuSigned by:

*Tonya R. Grier*

EEC476C4837648D...

Tonya R. Grier  
Interim Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Denival Stewart*

2277A2CE73F4E4

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*Joseph Davis*

B20354A88008422...

Joseph Davis Director  
Real Estate and Asset Management

CONTRACTOR:

More Business Solutions

DocuSigned by:

*Denise K Roath*

EBB3CCF2544A434...

Denise K Roath CEO

Attest ☒ Notary

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Erica C. Justice

Notary Public

County: Gwinnett

Commission Expires: 12-14-21

DocuSigned by:

(Affix Notary Seal)



Please select RCS or RM from the checkbox

RCS

☒ X

RM

ITEM#: _____	RCS: _____	ITEM#: 2021-0570	RM: 8/4/2021
<b>RECESS MEETING</b>		<b>REGULAR MEETING</b>	

Insurance Certificate to be attached





MOORPAR-0C

ATEMPLE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sterling Seacrest Pritchard, Inc. 950 East Paces Ferry Road, NE Suite 2000 Atlanta, GA 30326-1384	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (404) 238-9090 <b>FAX</b> (A/C, No): (404) 261-5440 <b>E-MAIL ADDRESS:</b>  <div style="display: flex; justify-content: space-between;"> <div>INSURER(S) AFFORDING COVERAGE</div> <div>NAIC #</div> </div>
<b>INSURED</b> Moore Partners, Inc. Howard Roath 5875 Peachtree Industrial Blvd. Ste. 260 Peachtree Corners, GA 30092	<b>INSURER A:</b> Travelers <b>INSURER B:</b> Hudson Excess Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div>CLAIMS-MADE <input checked="" type="checkbox"/></div> <div>OCCUR <input checked="" type="checkbox"/></div> </div> <input checked="" type="checkbox"/> Printer's E&O-\$1M  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6801J923311	2/6/2021	2/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA3L742024	2/6/2021	2/6/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP1J924147	2/6/2021	2/6/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Internet Liability		CYB3003369	2/6/2021	2/6/2022	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: 141 Pryor Street, Atlanta, GA 30303

## CERTIFICATE HOLDER

## CANCELLATION

Fulton County Mail Center  
 141 Pryor Street  
 Atlanta, GA 30303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**21ITB130203C-MH**

**Mail Services and Operations**

**MOORE PARTNERS, INC. DBA MORE BUSINESS SOLUTIONS**

**For**

**REAL ESTATE AND ASSET MANAGEMENT**

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***APPENDICES***

## CONTRACT AGREEMENT

Contractor: **MOORE PARTNERS, INC. DBA MORE BUSINESS SOLUTIONS**

Contract No.: 21ITB130203C-MH, Mail Services Operation

Address: 5875 Peachtree Industrial Blvd. Suite 260  
City, State Peachtree Corners, GA. 30092

Telephone: 770-225-5835

Email: [pauljackson@morebizz.net](mailto:pauljackson@morebizz.net)

Contact: Paul Jackson  
Vice President of Facilities Management

This Agreement made and entered into effective the **1st** day of **January, 2022** by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **MORE PARTNERS, INC. DBA MORE BUSINESS SOLUTIONS**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its **Real Estate and Asset Management** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide operational management mail services for Fulton County which include all equipment, trained management, equipment maintenance and personnel. Pick-up and delivery services with inter-office mail, USPS mail by metered mailing and management services for domestic express mail & package deliveries, 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 §102-420 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 **August 4, 2021, BOC# 21-0570**.

#### 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 provide operational management mail services for Fulton County which include all equipment, trained management, equipment maintenance and personnel. Pick-up and delivery services with inter-office mail, USPS mail by metered mailing and management services for domestic express mail & package deliveries.. 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 the 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, §102-420 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. **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 1<sup>st</sup> day of January 2022, 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 2022. 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, 2023 and shall end no later than the 31<sup>st</sup> day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2024 and shall end no later than the 31<sup>st</sup> day of December, 2024. 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.

**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 D, Compensation.

The total contract amount for the Project shall not exceed **(Two Hundred Ninety Four Thousand Eight Hundred Dollars and No Cents)**, which is full payment for a complete scope of work.

#### 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 County. 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 County's 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 thereof, 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 proposed 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**

**18.1 Non-Professional Services Indemnification.** Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

Contractor obligation to 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 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.

**18.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**18.3 Defense.** Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

**18.4 Separate Counsel.**

**18.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

**18.4.2 Voluntary Separate Counsel.** Notwithstanding Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with

all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**18.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under 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:

Department of Real Estate and Asset Management  
Director  
141 Pryor Street, S.W., Suite G-119  
Atlanta, Georgia 30303  
Telephone: (404) 612-3772  
Email: Joseph.Davis@fultoncountyga.gov  
Attention: Joseph N. Davis, Director

**With a copy to:**

Department of Purchasing & Contract Compliance  
Director  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: felicia.strong-whitaker@fultoncountyga.gov  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Paul Jackson – V.P. Facilities Mgmt.  
Moore Partners Inc. dba More Business Solutions

Suite 260  
5875 Peachtree Industrial Blvd.  
Peachtree Corners, GA 30092  
770-225-5835  
[pauljackson@morebizz.net](mailto:pauljackson@morebizz.net)  
Attn: Paul Jackson

#### 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. **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:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information

- e. Remittance Address
- 2) Invoice Details
- a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
  - b. Department Representative Name

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

**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 34. **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 35. **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 36. **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 37. **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.

# **ADDENDA**



Project Title & Number : 21ITB130203C-MH, Mail Services and Operation  
Date: June 7, 2021

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

**Questions and Answers (see attached)**

**ACKNOWLEDGEMENT OF ADDENDUM NO.1**

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the bid submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the bid due date and time **Tuesday, June 15, 2021** by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 7<sup>th</sup> day of June, 2021.

Moore Partners, Inc. dba More Business Solutions  
Legal Name of Bidder

[Signature]  
Signature of Authorized Representative

V.P., Facilities Mgmt  
Title

## Questions &amp; Answers - 1

**Solicitation** 21ITB130203C-MH - Mail Services Operation  
**Buying Organization** Fulton County Government

No	Question/Answer	Question Date
Q1	<p><b>Question: Mail Services questions</b></p> <p>USPS has a physical post office location directly across the hall from Fulton County "central" mailroom. What role/responsibility does USPS have regarding FC Mail Operations?</p> <p>Is there another physical Mail Room for Fulton County Mails Services? The site-examination was not included. There was no evidence of mail being handled or moved by the current vendor. Please advise/expound.</p> <p>What is the current number of Mail Services FTEs onsite at the main campus serving the Government Center, Complex (GCC) and vicinity, and the Judicial Center Complex?</p> <p>What is the current number of Mail Service FTEs making deliveries to all other FC remote locations?</p> <p>What is the current Tracking Software and Equipment being used to fulfill FC?</p> <p>What mode/type of transportation vehicles (carts, bicycles, vans, etc.) are currently being used- around central main campus and for making deliveries to the other remote locations?</p> <p>Does the current Mail Service vendor sub-contract the Courier Service Used for FC deliveries? There are contradictory statements made about the delivery and or pickup of mail. Please clarify.</p> <p>9.1.1. Currently, representatives from each county Department pick up the inbound USPS mail from the central post office in the basement of the government center buildings and take it back to their separate departments where they fine sort it and distribute it to the individual employees.</p> <p><b>VERSUS</b></p> <p>The Contractor must agree to provide pickup and delivery services at various locations countywide. Other than the pickup frequencies specified for selected locations listed below, the frequency of pickup will be as negotiated between Contractor and County following award of a contract under this quote, and will be based on the volume of express mail and packages picked up from and delivered to each location.</p> <p>Where is the "Project Description" section located for this ITB as indicated in the following statement?  The selected bidder will provide</p>	06/04/2021

No	Question/Answer	Question Date
	<p><b>Answer:</b> USPS has a physical post office location directly across the hall from Fulton County "central" mailroom. What role/responsibility does USPS have regarding FC Mail Operations?</p> <p>The USPS delivers us mail from the postal service to the County, sorts and places in the mailboxes assigned to the various departments. The department's designated personnel has a key to their box and retrieves the mail, delivering, sorting and disbursing to personnel within their department</p> <p>Is there another physical Mail Room for Fulton County Mails Services? No, the site visited is the only physical mail room for FC mail services operations that is covered by this contract. Fulton County Registration and Elections has a mailroom that is adjacent, where the Election employees process absentee ballot mail. Registration and Elections also mails through the County's mail services operations.</p> <p>The site-examination was not included. There was no evidence of mail being handled or moved by the current vendor. Please advise/ expound. There was no discussion by Purchasing for current vendor to demonstrate handling of mail. The area that was shown is where the mail is processed and the location of the equipment used for processing.</p> <p>What is the current number of Mail Services FTEs onsite at the main campus serving the Government Center, Complex (GCC) and vicinity, and the Judicial Center Complex?</p> <p>4 FTEs</p> <p>What is the current number of Mail Service FTEs making deliveries to all other FC remote locations?</p> <p>I do not have this information, as it is left to the vendor to make the decision as to the number of staff they required to make the deliveries to all remote locations per the contract specifications.</p> <p>What is the current Tracking Software and Equipment being used to fulfill FC?</p> <p>I do not have this information, as it is left to the vendor to make the decision as to type of equipment and software required to process the mail per the contract specifications.</p> <p>What mode/type of transport</p>	
Q2	<p><b>Question: ITB Questions</b></p> <p>1)It was stated in Zoom Pre-Bid Conference on June 1st that no Bonds were associated with this ITB. In the ITB, Section 3 / Bond Forms, "Performance Bond" on pg. 9 of 12 does not note "Non-Applicable". All other Bond Forms in this section do note "Non-Applicable". Confirming that "Performance Bond" is "Non-Applicable".</p> <p><b>Answer:</b> No Bid Bonds, Performance Bonds, or any type Bonds are required for this solicitation.</p>	06/07/2021
Q3	<p><b>Question: ITB Questions</b></p> <p>2)ITB states bids to be submitted in PDF Format electronically thru BIDNET DIRECT. In Section 7 / Contract Compliance Requirements, on pg. 3 of 10 it states, "All Contract Compliance Documents Exhibit A, C and EBO Plan are to be placed in a separate sealed envelope clearly marked "Contract Compliance". Do these documents get submitted hard copy and electronically or electronically only? Should they be a separate PDF from all other documents submitted?</p> <p><b>Answer:</b> All documents must be submitted in the appropriate place in BidNet Direct. No hard copies will be accepted for this solicitation.</p>	06/07/2021

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## **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 bid 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 bid submittal.

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 invitation to bid 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 bid.

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 invitation to bid 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).

## **EXHIBIT B**

### **SPECIAL CONDITIONS**

**(NO SPECIAL CONDITIONS WERE USED FOR THIS  
SOLICITATION)**

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Contractor shall provide Mail Services Operation for the Fulton County Government under the direction of the Department of Real Estate & Asset Management.

1. The selected bidder will provide the following: The appropriate equipment (including mail transport vehicles), trained management, equipment maintenance, and operating personnel to meet the requirements described in the Project Description section of this ITB.
2. Fulton County will provide the appropriate environmentally controlled office and operating space, telephone service and electrical power for equipment installed and maintained by the vendor at the Government Center location as part of this program.
3. Employees of the contractor are to be covered at contractor's expense for all legally required workmen's compensation, state disability insurance and liability insurance. Evidence of insurability shall be submitted in accordance with Section 7 Insurance and Risk Management Provisions. Bidder is responsible for withholding and remitting all federal, state and local payroll taxes as required by law.
4. Meet or exceed current service levels while continuing to reduce overall operating costs as much as practical.
5. Provide to user departments/agencies monthly reports that accurately portrays their operating costs associated with mail services for volume and pickup / deliveries / courier services.
6. Meet or exceed the following performance standards at the 98% or higher level:
  - 6.1 Inter-Office Mail Deliveries: Performance Standard:  
Delivered to correct destination within four (4) hours of pickup
  - 6.2 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.
    - Tracking & Barcoding and delivering all inbound Fed Express and UPS deliveries addressed to Judicial Complexes &

Government Center according to delivery criteria (Overnight, Express, Priority, etc.)

- Receiving Request Forms (Cut Off Time = 3:00 pm)
- Barcoding All Outbound Courier Deliveries (optional)
- Any outgoing Domestic Express Packages must be at the outgoing mail pickup point by the time the courier arrives at the location. In the event that the courier has arrived and left your location, requesting department is responsible for getting the package to the Fulton County Mail Center at 141 Pryor Street for processing by 3:00pm, if it must be shipped that day, or the package will be picked up and shipped the following business day.
- Charge meter mail to the requesting department through the Hasler iMCM G2 System using a department cost center code (Example 100-240-2401-1456). Departments are responsible for ensuring that Mail Services is provided with the correct department cost center code written in the return address section of the envelope or attach post it with accounting line to be charged for all outgoing mail. Domestic Express Mail must have delivery orders before processing according to respective account numbers provided by express vendor.
- Educate respective entities regarding postal regulations for proper mailing guidelines.
- 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.

#### 7. Monthly Management Report

- Savings Over Commercial Rates (Baseline Source Approved by Fulton County Real Estate & Asset Management Department)
- Volume Per Piece Chargeback Report
- Chargeback Report
- Update Fulco Web Link for Mail Services

#### 8. Operational Data & Facilities Description

- Approximately 5000 end users of these services
- Approximately 120 buildings
- Approximately 33 mail stops in the Government Center Complex (GCC) and vicinity
- Approximately 37 mail stops in the Judicial Center Complex (JCC) Note: Pryor Street separates the GCC and JCC; a covered and environmentally controlled walkway connects these two large downtown Atlanta facilities.
- Approximately 48 remote locations must be serviced by mail at least twice per day.

- Square feet currently dedicated to mail and print services are located in Suite G032-G042 Mail in the Government Center located at 141 Pryor Street, Atlanta, GA 30303
  - Office space: 143 ft<sup>2</sup>
  - Office storage: 72 ft<sup>2</sup>
  - Mailroom: 474 ft<sup>2</sup>
  - Mailroom/reception: 481 ft<sup>2</sup>

## 9. Description of Services

### 9.1 Mail Services:

- 9.1.1. Currently, representatives from each county Department pick up the inbound USPS mail from the central post office in the basement of the government center buildings and take it back to their separate departments where they fine sort it and distribute it to the individual employees.
- 9.1.2. Currently, Fulton County mail services collects, sorts and distributes interoffice mail twice a day beginning at 8:30 a.m. and 12:30 p.m. from the locations in the Government Center Complex. There is a limited special run at 4:30 p.m. for the County Courts. During these runs outbound USPS mail is gathered and is metered and either processed for delivery into the mail stream or is staged for pick up by the presort vendor.
- 9.1.3. Mail services also handles misaddressed USPS mail that is brought to them by the staff at the on-site Post Office and from the departments that receive incorrectly addressed inbound mail.
- 9.1.4. Interoffice mail and outbound USPS mail is picked up by Contractor - provided mail services employee in a contractor owned delivery van twice daily from approximately 48 locations. Additionally, pickup or delivery service is infrequently provided upon demand two or three times per month to a small number of secondary locations within the county. All postage and packaging are currently being tracked by piece. In addition, vendor will be required to create a report which should chargeback by pickup to the departments countywide.
- 9.1.5. Mail Operations Web Page for all Mail Processes to include (i.e. Domestic Express Mail, International Mail, Accountable Mail, Date Stamped Mail, Presort, Bulk Mail, E-Certify Mail, Envelope Ordering / Production (Inserting & Stuffing, etc.)

## DELIVERABLE PROJECT SPECIFICATIONS

1. Notification of new services and special rates.
2. On site automated shipping software.
3. On site automated tracking software.
4. Automated internet tracking system.
5. Automated shipping devices, such as but not limited to hardware and software to print bar-coded address labels at no additional charge to the County

The Contractor must agree to provide pickup and delivery services at various locations countywide. Other than the pickup frequencies specified for selected locations listed below, the frequency of pickup will be as negotiated between Contractor and County following award of a contract under this quote, and will be based on the volume of express mail and packages picked up from and delivered to each location. Contractor is also required to respond to call outs to locations not listed below when the user needs express mail or package pickup service and date stamped mail (i.e. Board of Equalization, Probate Court, etc.). Contractor also agrees to deliver any express mail item or package Contractor receives to the user location specified on the mailing label. Contractor shall not charge any fee for servicing any additional County location(s) the County adds to this contract. (See the list provided below).

## FULTON COUNTY COURIER MAIL LOCATIONS

GOVERNMENT CENTER		
10TH Floor	Board of Commissioners	
10TH Floor	County Manager	
9TH Floor	IT (Receptionist)	
8TH Floor	Ste 8021 - Land Division	
8TH Floor ( Delivery Only)	Ste 8052 - Finance Audit	
7TH Floor	Finance/Health (Receptionist)	(2)
7TH Floor (Window)	Ste 7019 - Water / Sewer	
7TH Floor (Delivery Only)	Ste 7067 - Treasury & Business License	

6TH Floor	Ste 6001 - Public Works (Receptionist),
5TH Floor	Ste 5000 - Risk Mgmt / Workers Comp
5TH Floor	Ste 5001 - BOE (Board of Equalization)
5TH Floor	Ste 5001 – DCRC/Diversity & Civil Rights Compliance
5TH Floor (Delivery Only)	Ste 5060 - Mass Mutual / Benefits
4TH Floor	Ste 4038 - County Attorney Legal Dept.
4TH Floor	Ste 4064 - Police Department
4TH Floor (Delivery Only)	Fitness Center
3RD Floor	Ste 3030 - Personnel
3RD Floor	Ste 3090 - Community Affairs
3RD Floor	Ste 3081 - FGTV
Peachtree Level	Ste 2052 - Development Authority
Peachtree Level	Ste 2030 - Arts Counsel
Peachtree Level	Ste 2085 - DA Office (Pick up only)
Pryor St. Level (Delivery Only)	Ste 1031 - Vital Records
Pryor St. Level	Ste 1113A - Property Tax ( Pick up only)
Pryor St. Level	Ste 1085 - Tax Commissioner
Basement Level	G119 - DREAM

Basement Level	G103 - Remittance / Tax Commission
Basement Level	G038 - IT Storage
<b>PUBLIC SAFETY BUILDING</b>	
3RD Floor	Emergency Mgt Suite G157 <b>130 Peachtree Street</b>
3RD Floor	911 Emergency Services
2ND Floor	Registration & Elections
1ST Floor	Purchasing / Contract Compliance
<b>Housing Authority, Bldg. 137 Peachtree</b> (Pouch Run across Peachtree Street)	
<b>FULTON COUNTY COURTHOUSE (FCC, Bldg. 136 Pryor St)</b>	
2ND Floor, Rm C230 - Probate, Rm ( Front Desk, Copy Rm left)	
3RD Floor, DA's Office (though double doors and then the door to the left)	
6TH Floor, Court Administration	
8TH Floor, Rm 826 - Family Division	
<b>FULTON COUNTY Justice Center Tower Building (JCT, Bldg. 185 Central Ave)</b>	
9TH Floor, Rm T9100 - Sheriff Department	
7TH Floor, Rm T704 - Law Library	
7TH Floor, Rm T7100 - Jury Room (Transfer floor into FCC Bldg.)	
3RD Floor, (Judges Chambers) (6) (Call for access to 3rd floor Chambers)	
Rm T3955 - Judge Jay Roth	
Rm T3905 - Judge Wesley Tailor	
Rm T3855 - Judge Diane Bessen	
Rm T3755 - Judge Eric Richardson	

Rm T3705 - Judge Fred Eady
Rm T3655 - Judge Myra Dixon
2ND Floor, (Judges Chambers) (6) (Call for access to 2nd floor Chambers)
Rm T2655 - Judge Susan Edlein
Rm T2705 - Judge Pinkie Toomer
Rm T2755 - Judge Melynee Leftridge
Rm T2855 - Judge Patsy Porter
Rm T2905 - Judge John Mather
Rm T2955 - Judge Jane Morrison
1ST Floor, Rm C103 - Clerks of Superior Court
Ground Floor,
TG 100 - Individual Package Delivery
TG 300 - "
TG 400 - All State Court Mail
TG 600 - Individual Package Delivery
TG 800 - "
TG 900 - "
(Cross Over to JCB Building)
<b>Fulton County Justice Center Building (JCB, Bldg. 160)</b>
3RD Floor, Rm J301 - Receptionist
3RD Floor, Rm J345 - Mailroom
2ND Floor, Rm 217 - Conflict Defender (Deliver Only)
1ST Floor, Rm J102 Marshal Office
1ST Floor, Rm J150 - Criminal Division
1ST Floor, Rm J135 - Criminal Warrants (Access Code )
1ST Floor, Rm J122 - Court Reporter (Delivery Only)
Ground Floor, Rm JG54 - Probation (Delivery Only)
Ground Floor, Rm JG56 - Mailroom
Ground Floor, Rm JG26 - ADR / Mediation
Basement Level, Rm B4 - DREAM (Access Code / Delivery Only )

	Mail Services Courier Route - South				
	Facility	Address	POC	Phone	Old Location
1	<b>Bowden Senior Center</b>	2885 Church Street Atlanta, GA 30349		404-762-4802	
2	<b>Co-Op Extension Education Center</b>	1757 Washington Road East Point, GA 30344			
3	<b>Camp Truitt</b>	4300 Herschel Road College Park, GA 30337	Anita Carter	404-762-4802	
4	<b>South Annex</b>	5600 Stonewall Tell Road College Park, GA 30349	State Court		
5	<b>South Annex</b>	Suite 204	Housing Authority		
6	<b>South Annex</b>	Suite 219	Superior Court	404-612-9580	
7	<b>South Annex</b>	Suite 219A	Sheriff Office		
8	<b>South Annex</b>	Suite 218	Probate Court		
9	<b>South Annex</b>	Suite 213	Magistrate Court	404-612-3014	
10	<b>South Annex</b>	Suite 105	Voter Registration	404-612-3050	
11	<b>South Annex</b>	Suite 214/216	Youth & Human Resc.		
12	<b>South Annex</b>	Suite 116	Tax Commissioner	404-612-5769	
13	<b>South Annex</b>		Tax Assessor	404-612-5769	
14	<b>Public Safety Training Ctr.</b>	3025 Merk Road Atlanta, GA 30349	Paula Cumming or Jackie Reed	404-346-7040	
15	<b>Youth Employment Svcs c/o Housing &amp; Human Svcs, Office of Workforce Dev.</b>	2805 Metropolitan Pkwy Atlanta, GA 30315	Beverly Carr		

16	<b>Wolf Creek Amphitheater Administrative Offices</b>	3025 Merk Road Atlanta, GA 30349			
17	<b>South Fulton Career Center South Service Center</b>	5710 Stonewall Tell Rd. Suite 160 College Park, GA 30349	Kimyada Phippen	770-306-2732	
18	<b>Fulton County Government Center</b>	141 Pryor Street Atlanta, GA 30303	Government Mail Center		
19	<b>South Fulton Arts Center</b>	4645 Butner Road College Park, GA 30349		404-612-3087	
20	<b>West End Performing Arts Ctr.</b>	945 Ralph David Abernathy Blvd Atlanta, GA 30310		404-613-6465	

	Mail Services Courier Route - North				
12	North Fulton Annex	Suite 253	Superior Court		
	<b>Facility</b>	<b>Address</b>	<b>POC</b>	<b>Phone</b>	<b>Old Location</b>
1	Juvenile Court	395 Pryor Street Atlanta, GA 30303		404-613-7635	
2	DREAM - Grounds	125 Willis Mill Road, SW Atlanta, GA 30311		404-613-0849	
3	Housing Authority of Fulton County	4273 Wendell Dr. Atlanta, GA 30336	Tameka Lee ext. 7002	404-588-4950	
4	Supply, Maintenance, Transportation	3952 Aviation Circle Atlanta, GA 30336		404-730-6331	
5	Fulton County Fire Dept. Airport Headquarters	3977 Aviation Circle Atlanta GA 30337			
6	Communications / Work Order	3929 Aviation Circle, Bldg. B Atlanta, GA 30336			
7	Darnell Senior Center	677 Fairburn Road, NW Atlanta, GA 30331	Terryl Sparkman	404-699-8580	
8	Abernathy Art Center	254 Johnson Ferry Road, NW Sandy Springs, GA 30328	Joanna Strickland	404-613-6172	
9	North Fulton Annex	7741 Roswell Road Roswell, GA 30350	Constance Mbaye 404-612-6372		
10	North Fulton Annex		Tax Commissioner		
11	North Fulton Annex	Suite 109	Property Tax		

13	<b>North Fulton Annex</b>	Suite 261	Tax Assessor		
14	<b>North Fulton Annex</b>	Suite 200	Commissioner Ellis		
15	<b>North Fulton Annex</b>	Suite 231	Magistrate Court		
16	<b>North Fulton Annex</b>	Suite 248	Co-Op Extension		
17	<b>North Fulton Annex</b>	Suite 251	Voter Registration		
18	<b>North Fulton Annex</b>	Suite 219	Probate Court		
19	<b>North Fulton Annex</b>	Suite 205			
20	<b>Benson Senior Center</b>	6500 Vernon Wood Drive Sandy Springs, GA 30336	Andre Gregory	404-612-2302	
21	<b>Helene Mills Senior Center</b>	515 John Wesley Dobbs Avenue Atlanta, GA 30312	Vivian Henderson	404-523-3353	
22	<b>Public Defender</b>	100 Peachtree Street NW Atlanta, GA 30303	Evelyn Newman	404-612-5200	55 Park Place Atlanta, GA 30303
23	<b>Medical Examiner</b>	430 Pryor Street Atlanta, GA 30303	Barbara Pringle-Small	404-613-4406	
24	<b>Tax Assessor</b>	Peachtree Center - North Tower 235 Peachtree Street, NE Suite 1400 Atlanta, GA 30303		Darlene Davis	141 Pryor Street, Suite 2052 Atlanta, GA 30303

25	<b>Fulton County Government Center</b>	141 Pryor Street Atlanta, GA 30303	Mail Center		
26	<b>Public Works</b>	11575 - A2 Maxwell Road Alpharetta, GA 30004	(Public Works)		
26	<b>Transportation and Logistics Division Central Maintenance Facility</b>	895 Marietta Blvd., Atlanta, GA 30318		Brianna McKoy 404-612-0450	
28	<b>4700 Building – FC Board of Health</b>	4700 Northpoint Parkway, Alpharetta, GA 30022			

Additional locations within the Judicial Center Complex to be serviced on a call out basis only (the names of individuals below may change; the locations within the Judicial Center Complex should not):

Superior Court / Magistrate Court

<http://www.fultoncourt.org/sca200807/judges.html>

State Court

<http://www.georgiacourts.org/courts/fulton/>

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$294,800.00 (Two Hundred Ninety Four Thousand, Eight Hundred Dollars and No Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

Bid # 21ITB130203C-MH  
Mail Services Operation

Section 2  
Bid Form

## BID FORM

Submitted To: Fulton County Government

Submitted By: Moore Partners Inc dba More Business Solutions

For: **#21ITB130203C-MH, Mail Services Operation**

Submitted on June 14, 2021.

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** (Total Management Fee Per Month X 12 for FY2022)

\$ 294,800.00

**(Dollar Amount In Numbers)**

Two Hundred Ninety Four Thousand Eight Hundred and No/00

**(Dollar Amount in Words)**

Bid # 21ITB130203C-MH  
Mail Services Operation

Section 2  
Bid Form

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**

#### **Description of Services and Costs**

<b>Service</b>	<b>Description</b>	<b>2022 Costs</b>	<b>2023 Costs</b>	<b>2024 Costs</b>
2.1 <b>Mail Delivery</b>	<b><u>Base Management Fee:</u></b> This is the recurring monthly compensation for all personnel including personnel for internal and external mail delivery services, and all County equipment, and all internal courier services including supplies, (i.e. ink cartridges, tape, etc.).	\$ <u>22,602.75</u> /Mo	\$ <u>24,410.97</u> /Mo	\$ <u>26,363.85</u> /Mo
2.2 <b>Presort Services</b>	<b><u>Presort:</u></b> Presort Mailing Services (provide cost for a first class letter typed & written) based upon volume of 55,000 pieces per month or more for all labor and delivery.	\$ <u>1,963.92</u> /Mo	\$ <u>2,121.04</u> /Mo	\$ <u>2,290.72</u> /Mo
2.3 <b>Courier</b>	Rates per delivery for <b>Ground Delivery</b> to post office for certified mail	\$ <u>12.75</u> Per Delivery	\$ <u>12.75</u> Per Delivery	\$ <u>12.75</u> Per Delivery
2.4 <b>Envelopes</b>	Ordering per <b>1000</b> pieces processing E-Certified Mail	\$ <u>0.18</u> Per Envelope	\$ <u>0.18</u> Per Envelope	\$ <u>0.18</u> Per Envelope
2.5 <b>Envelopes</b>	Ordering per <b>250</b> pieces processing E-Certified Mail	\$ <u>0.25</u> Per Envelope	\$ <u>0.25</u> Per Envelope	\$ <u>0.25</u> Per Envelope

Bid # 21ITB130203C-MH  
Mail Services Operation

Section 2  
Bid Form

**Total Management Fee = \$** 24,566.67 **Per Month.**

Include the proposed base management fee for Mail Services Operation (e.g., internal & external mail delivery staff + equipment + presort cost for 1st class mail for approximately 55,000 + pieces per month to include handling fee and 3 digit zip code; courier; bulk mail certificate and all supplies (e.g. tape, ink cartridge, etc.))

Bid # 21ITB130203C-MH  
Mail Services OperationSection 2  
Bid Form

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Enclosed is a Bid Bond in the approved form, in the sum of:

0

Dollars

(\$ 0 ) according to the conditions of "Instructions to Bidders" and provisions

thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	<u>1</u>	DATED	<u>06/07/2021</u>
ADDENDUM #	<u>          </u>	DATED	<u>          </u>
ADDENDUM #	<u>          </u>	DATED	<u>          </u>
ADDENDUM #	<u>          </u>	DATED	<u>          </u>

BIDDER: Moore Partners, Inc. dba More Business SolutionsSigned by: 

Denise K. Roath

[Type or Print Name]

Title: Partner, Chief Executive OfficerBusiness Address: Suite 2605875 Peachtree Industrial Blvd.Peachtree Corners, GA 30092Business Phone: 770-225-0321

**Bid # 21ITB130203C-MH**  
**Mail Services Operation**

**Section 2**  
**Bid Form**

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>
N/A	N/A

**END OF SECTION**

# **EXHIBIT E**

## **PURCHASING FORMS**

## STATE OF GEORGIA

## COUNTY OF FULTON

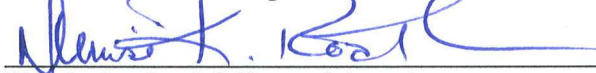
FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT

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

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

231897

EEV/Basic Pilot Program\* User Identification Number



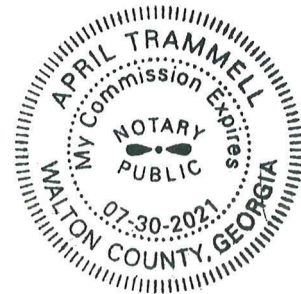
 BY: Authorized Officer of Agent  
(Insert Contractor Name)

Partner / Chief Executive Officer

Title of Authorized Officer or Agent of Contractor

Denise K. Roath

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14<sup>th</sup> day of June, 2021Notary Public: April TrammellCounty: WaltonCommission Expires: 07-30-2021

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

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

## STATE OF GEORGIA

## COUNTY OF FULTON

FORM B: 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<sup>3</sup> under a contract with **[insert name of prime contractor]** Moore Partners, Inc. dba More Business Solutions behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> 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 Subcontractor 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: \_\_\_\_\_

Non Applicable at this time, to be completed upon Award.

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**

## EXHIBIT A- PROMISE of NON-DISCRIMINATION

*Per ITB instructions, Exhibit A has been signed and included (with Exhibit C and EBO plan).*

***“CONTRACT COMPLIANCE”***

Bid# 21ITB130203C-MH  
Mail Services Operation

Section 7  
Contract Compliance Requirements

### EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We ( Denise K. Roath ),  
 Name

Partner / Chief Executive Officer

Moore Partners, Inc. dba More Business Solutions

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 Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Denise K. Roath

TITLE: Partner / Chief Executive Officer

SIGNATURE: 

ADDRESS: 5875 Peachtree Industrial Blvd. Suite 260

Peachtree Corners, GA 30092

PHONE NUMBER: 770-225-0321

EMAIL: deniseroath@morebizz.net

## EXHIBIT B- EMPLOYMENT REPORT

***Per ITB instructions, Exhibit B will be provided upon award.***

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

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 (NHOPI)		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																		
TOTAL																		

FIRM'S NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

Not Applicable at This Time

## EXHIBIT C-SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

***Per ITB instructions, Exhibit A has been signed and included (with Exhibit C and EBO plan).***

***“CONTRACT COMPLIANCE”***

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

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

**Prime Bidder/Proposer Company Name** Moore Partners Inc. dba More Business Solutions

**ITB/RFP Name & Number:** # 21ITB130203C-MH

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☐, is ☐ a minority ☐ **African American (AABE)** ☐; **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☒ **White Female American (WFBE)**; **\*\*If yes, please attach copy of recent certification. (Check the appropriate box/es)**

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:

\$ \_\_\_\_\_ or 100 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
 WORK TO BE PERFORMED: \_\_\_\_\_  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
 WORK TO BE PERFORMED: \_\_\_\_\_  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
 WORK TO BE PERFORMED: \_\_\_\_\_  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 EMAIL 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 (WFBF); \*\*If yes, please attach copy of recent certification.**

<b>Total Dollar Value of Subcontractor Agreements: (\$)</b>	TBD (to be determined)
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<b>Total Percentage of Subcontractor Value: (%)</b>	Ø
---	---

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

**Signature:**  **Title:** Partner / Chief Executive Officer

**Business or Corporate Name:** Moore Partners Inc. dba More Business Solutions

**Address:** 5875 Peachtree Industrial Blvd. Suite 260

Peachtree Corners, GA 30092

**Telephone:** ( 770 ) 225-0321

**Fax Number:** ( 770 ) 225-0322

**Email Address:** deniseroath@morebizz.net

EXHIBIT D- LETTER OF INTENT TO PERFORM AS A  
SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES

***Per ITB instructions, Exhibit D is to be submitted by  
subcontractor/sub –consultant/suppliers of winning Prime  
prior to contract execution.***

EXHIBIT D

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

This form **must** be completed by ALL known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: \_\_\_\_\_  
(Name of Prime Contractor’s Firm)

From: \_\_\_\_\_  
(Name of Subcontractor’s 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 \_\_\_\_\_

Email Address \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Not Applicable at this time

## EXHIBIT E- PRIME CONTRACTOR/SUB CONTRACTOR UTILIZATION REPORT

***Per ITB instructions, Exhibit E is to be submitted  
monthly with pay applications.***

## EXHIBIT E - 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>

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

AMOUNT OF PAY APPLICATION THIS PERIOD: \$ \_\_\_\_\_

TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$ \_\_\_\_\_

TOTAL AMOUNT PAID YEAR TO DATE: \$ \_\_\_\_\_

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

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

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ Date: \_\_\_\_\_ (Printed Name)

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

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

To Be Completed and Submitted Monthly with Pay Applications



## **Equal Business Opportunity Plan for Mail Services Operation**

### **ITB # 21ITB130203C-MH**

Per ITB document, the EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County.

Including:

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/proposer to encourage and solicit minority and female business utilization in this solicitation.

As a certified, female owned corporation with over 40 % of our employees classified as minorities, More Business Solutions is already demonstrating and practicing our commitment to Equal Opportunity Employment.

However, our commitment does not end there. Our proposed plan for this engagement is twofold. We intend to recruit new employees as well as identify subcontractors who may be able to support MBS's efforts to fulfill requirements identified in the Scope of Work. Both efforts will be in accordance with the Fulton County First Source Jobs Program. Specifically:

- The first source for finding employees will be to fill all entry-level jobs created by this project will the First Source Jobs Program.

- The contractor will make every effort to fill 50 % of the entry-level jobs created by this eligible project with applicants from the First Source Jobs Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.

It is our intention to conform to Fulton County Code Section 102-426, and work with County representatives to identify minority subcontractors who can at a minimum perform the courier related tasks associated with this engagement and become a subcontractor to More Business Solutions.

In compliance with the Fulton County program and policy, More Business Solutions will continue to adhere to stated guidelines throughout the entire term of the contract to continually demonstrate our commitment to diversity.

Sincerely,



Denise K. Roath

Partner / Chief Executive Officer

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**



MOORPAR-0C

FSAMUELS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pritchard & Jerden 950 East Paces Ferry Road, NE Suite 2000 Atlanta, GA 30326-1384	<b>CONTACT NAME:</b> Felicia Samuels <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> fsamuels@pjins.com <b>FAX (A/C, No):</b>														
<b>INSURED</b> Moore Partners, Inc. Howard Roath 5875 Peachtree Industrial Blvd. Ste. 260 Peachtree Corners, GA 30092	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> Printer's E&amp;O-\$1M            GEN'L AGGREGATE LIMIT APPLIES PER:  <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC            OTHER:         </div>		6801J923311	2/6/2021	2/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA3L742024	2/6/2021	2/6/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUP1J924147	2/6/2021	2/6/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

For Your Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



MOORPAR-0C

ATEMPLE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sterling Seacrest Pritchard, Inc. 950 East Paces Ferry Road, NE Suite 2000 Atlanta, GA 30326-1384		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (404) 238-9090 E-MAIL ADDRESS: FAX (A/C, No): (404) 261-5440	
<b>INSURED</b> Moore Partners, Inc. Howard Roath 5875 Peachtree Industrial Blvd. Ste. 260 Peachtree Corners, GA 30092		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Travelers INSURER B : Hudson Excess Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Printer's E&O-\$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6801J923311	2/6/2021	2/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA3L742024	2/6/2021	2/6/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP1J924147	2/6/2021	2/6/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Internet Liability		CYB3003369	2/6/2021	2/6/2022	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: 141 Pryor Street, Atlanta, GA 30303

## CERTIFICATE HOLDER

## CANCELLATION

Fulton County Mail Center  
 141 Pryor Street  
 Atlanta, GA 30303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**EXHIBIT H**

**PAYMENT & PERFORMANCE BONDS**

**(NON-APPLICABLE)**