



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

22ITB134934C-MH

Allied Commercial Services

For

Department Of Real Estate & Asset Management

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CONTRACT AGREEMENT

Contractor: **Allied Commercial Services**

Contract No.: **22ITB134934C-MH, Moving Services**

Address: **5427 Armour Road Suite B**
City, State **Columbus, GA 31909**

Telephone: **7065735953**

Email: **jeremy@alliedcommercialservices.com**

Contact: **Jeremy Pritchett**
Managing Partner

This Agreement made and entered into effective the 1st day of January, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Allied Commercial Services**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Provide moving services on an as-needed basis for Fulton County. The successful bidder(s) is to furnish all materials, labor, tools, equipment, transportation and insurance necessary to provide moving services as outlined in this ITB. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document., 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 11-16-2022 and 22-0875.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform Provide moving services on an as-needed basis for Fulton County. The successful bidder(s) is to furnish all materials, labor, tools, equipment, transportation and insurance necessary to provide moving services as outlined in this ITB. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document. 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 1st day of January 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. 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 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. 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 \$40,000.00, (forty thousand dollars), 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 there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as 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. Consultant/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 Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/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 Consultant/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 Consultant/Contractor.

Consultant/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.

Consultant/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 Consultant/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 Consultant/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 Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Consultant/Contractor, at Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/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 Consultant/Contractor has complied with all of Consultant/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 Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/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 Consultant/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:

Director
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-612-3772
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph Davis

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:

Allied Commercial Services
5427 Armour Road Suite B, Columbus, GA 31909
Telephone: **7065735953**
Email: **jeremy@alliedcommercialservices.com**
Attention: **Jeremy Pritchett**

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

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.

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

Allied Commercial Services

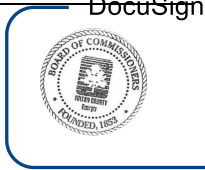
DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A24A
Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

DocuSigned by:
Jeremy Pritchett
FD7A1456CE41497
Jeremy Pritchett
Managing Partner

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D
Tonya R. Grier
Clerk to the Commission
(Affix County Seal)



DocuSigned by:
Secretary/
Assistant Secretary
(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Patrick O'Connor
01E8837649AF49C
Office of the County Attorney

DocuSigned by:
Shannon Pritchett
CA9A594C6BE24EB
Notary Public

APPROVED AS TO CONTENT:

County: MUSCOGEE

DocuSigned by:
Joseph Davis
B2U354A88008422
Joseph Davis, Director
Department Of Real Estate & Asset
Management

Commission Expires: MARCH 21, 2025
(Affix Notary Seal)

ITEM#: <u>2022-0875</u> RCS: <u>11/16/2022</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

ADDENDA



Project Title & Number – 22ITB134934C-MH Moving Services
Date : June 14, 2022

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 Thursday, June 23, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 14th day of

JUNE, 2022.

Allied Commercial Services
Legal Name of Bidder

[Signature]
Signature of Authorized Representative

Managing Partner
Title

Questions & Answers - 1

Solicitation 22ITB134934C-MH - Moving Services
Buying Organization Fulton County Government

No	Question/Answer	Question Date
Q1	<p>Question: Finger printing On the Zoom meeting yesterday regarding background checks & fingerprints, can you clarify if the finger print cards need to be paper or can the county accept an electronic version?</p> <p>Answer: Fingerprint Cards must be paper. All Background Checks, GCIC; NCIC, and Fingerprint Cards must be administered by a Law Enforcement Agency (i.e. Sherriff, Police Precinct).</p>	06/08/2022

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 required for this Project

EXHIBIT C

SCOPE OF WORK

SECTION 4

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Seeking qualified Bidders to provide Moving Services for the Department of Real Estate and Asset Management on an "as needed" basis.

The successful bidder(s) is to furnish all parts, labor, equipment, transportation and material and insurance necessary to provide the moving services as outlined in this ITB. The scope of work includes but is not limited to:

- Relocations as directed, when directed and were directed by the Contract Administrator for the term of the contract. Only companies engaged in moving and transfer services shall be considered.
- Provide moving costs and timeline estimate for moving projects upon request.
- Provide all manpower, packing materials, supplies, dollies, speed packs and trucks to effectively perform each move.
- Provide packing, loading, and unloading of shelving, file cabinets, boxes, and related equipment when required.
- Maintain proper records of all Fulton County property in the vendor's possession.
- Provide secure transit to ensure no pilferage and to minimize or eliminate breakage.
- Provide clean-up services of trash left after each phase of the move, which is directly related to the activity of packing/unpacking.

The best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County's interpretation to prevail.

Each of the company vehicles should have the company's name printed at the back or sides. At least one crew member must be able to communicate in English.

Any contract(s) emanating from this bid shall be administered by the Department of Real Estate and Asset Management. For all moves:

1. The Department of Real Estate and Asset Management, Contract Administrator, or approved County Representative, normally contacts the moving services contractor(s) who is/are awarded this contract and requests they provide an estimate of that move's total cost.
2. Contingent upon meeting pre-established timelines for the move, the Contract Administrator normally selects the contractor who provides the lowest estimated cost for each specific move.

MOVING RESPONSE TIMES

The bidder must be capable of acknowledging all calls within twenty-four (24) hours. During the planning, preparation and execution phases of these services, the vendor is required to maintain a point of contact for each moving project twenty-four (24) hours per day during the period of packing, loading, transporting, unloading, and unpacking. Failure to adhere to this paragraph can be grounds for termination of the contract. Once the timeline for the move is established and agreed to by the customer department and the Facilities and Transportation Services Department, the successful vendor must respond to requests associated with this move in accordance with the following criteria:

- a. **Urgent Requests:** Services and/or supplies must be provided within two business days.
- b. **Routine Requests:** Services and/or supplies must be provided within three business days.

COMPANY PERSONNEL

All personnel of the company that will work on the Fulton County facilities must be uniformed with their company logo clearly visible on their uniform. The vehicle should have the company's name printed at the back or sides of the vehicle(s). At least one contact person on each crew must be able to communicate verbally with the Fulton County Contract Administrator to resolve any issues on site. At least one member of each crew that works on Fulton County sites must have a valid Georgia Driver's License.

WORKING HOURS

For this contract, normal working hours will be from 7:30 A.M. through 5:00 P.M. Monday through Friday, excluding Fulton County holidays. All work performed outside of normal working hours (including weekends and holidays) will be paid at a maximum of 1.5 times the rate of the basic bid. Holiday rates will only apply to holidays officially recognized by Fulton County. The successful bidder is required to respond to all calls within two (2) hours of notification. Failure to respond within the two (2) hour time will not be a basis for overtime payment.

SERVICE REPORTS

Service reports may be combined with the invoice. Within 14 calendar days of each move's completion, the Contractor is required to provide a detailed service report listing items moved. This report shall also contain the following information:

- a. Date service was performed.
- b. Start time and completion time.
- c. Pick-up point.
- d. Unloading point.
- e. Person requesting the service.
- f. Itemized list of items moved. This packing document must be signed by the designated County employee prior to leaving the pickup point.
- g. Reconciliation of any variance between load and offload inventory or weight.
- h. County Service Order number.

BACKGROUND CHECKS

The successful bidder (s) will be required to have background checks performed on all employees assigned to this contract at bidder's expense.

The successful bidder(s) shall provide the Contract Administrator a list of employees who will be performing services under this contract. The list shall specify the employee's name and position. All employees assigned to this contract must have a completed Georgia Criminal Investigation (GCI). All costs associated with the background check, GCI, NCIC or both, shall be paid by the bidder. GCI and National crime Information Center (NCIC) Checks must be completed, along with a fingerprint card, on all employees and subcontractors hired to perform work in the Justice Facilities. All completed background checks and fingerprint cards must be verified by the Contract Administrator before an employee starts servicing any County owned or leased facilities. Employees assigned to this contract must not have convictions for any criminal offense involving theft, assault, or drugs.

After successful verification of the GCI/NCIC/Fingerprint Card by the Contract Administrator or designated representative, a Fulton County Temporary Identification badge will be issued to the employee. The temporary ID badge must be always worn by the employee while conducting business on and in Fulton County properties. The ID badge must be always visible for security purposes. If lost or stolen, report the information to the Contract Administrator immediately. Changes, additions, or deletions to the list shall be given to the Contract Administrator within twenty-four (24) hours of the action.

All employees or representatives of the successful bidder(s) entering Fulton County buildings shall be subject to security regulations of the buildings and to any checks as may be deemed necessary. Fulton County reserves the right to direct the removal of any employee of the bidder from work on this contract for misconduct or security reasons. Removal of any employee of the vendor for

cause does not relieve the bidder from responsibility for total performance of contracted tasks.

ACCIDENT REPORTING

Serious accidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each accident report which the Contractor submits to their insurance carriers regarding accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the accident occurred.

LIQUIDATED DAMAGES

The County has the right to seek from the Contractor liquidation damages for non-compliance and/or non-performance in the execution of the contract. These damages may include recoupment of any additional costs involved in awarding a new contract, such as difference in contract price between original Contractors and replacement Contractor.

PROTECTION

The Contractor shall take all necessary precautions (i.e., safe commercial practices, safe acts, safety classes, safety equipment, safe supplies, etc.) to prevent injury to the public, building occupants, or damage to the property of others. For this purpose of this contract, the public or building occupants shall include all persons not employed by this Contractor or any subcontractor at any level working under this Contract.

SAFETY TRAINING AND EDUCATION:

Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Contractor will ensure that employees are briefed on the facility evacuation plan for any County building they are working in (contact the Contract Administrator for assistance). Documentation of Employee training is subject to inspection by the County upon the County's request.

BUSINESS LICENSE

Bidder(s) shall submit with bid a current business license.

BIDDER QUALIFICATIONS

The bidder must have a minimum of three (3) years of experience doing this type of work. Selected bidder(s) must obtain all required licenses or permits at no expense to the County and must possess them before a purchase order or contract will be issued.

EXHIBIT D

COMPENSATION

COMPENSATION

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 \$40,000.00 (Forty Thousand 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 FORM

Submitted To: Fulton County Government

Submitted By: Jeremy Pritchett

For: #22ITB134934C-MH, Moving Services

Submitted on June 23rd, 2022.

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; 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 regarding 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 (Add the four columns 1, 2, 3 & 4 in line 9. Do not include any Bid Alternates)

\$ 482.00
(Dollar Amount In Numbers)

Four Hundred Eighty-Two Dollars
(Dollar Amount in Words)

#22ITB134934C-MH
Moving ServicesSection 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

Pricing is for "full service moving" and must include the cost of personnel plus all supplies and equipment needed. No separate payments will be made for boxes, pads, paper, wheeled dollies, speed packs, insurance, etc. All moves will be made using enclosed trucks having loading ramps and will be done according to normal moving practices using adequate number of properly trained personnel.

	Column	1	2	3	4
Item No.	Types of Trucks Used & Payload	Truck Cost Per Hour	Truck Cost Per Day	Driver's Hourly Rate	Helper Hourly Rate
1.	5,000 lbs or Less	\$ 48.00	\$ 384.00	\$ 28.00	\$ 22.00
2.	5,000 lbs	\$ 48.00	\$ 384.00	\$ 28.00	\$ 22.00
3.	10,000 lbs	\$ 48.00	\$ 384.00	\$ 28.00	\$ 22.00
4.	15,000 lbs	\$ 48.00	\$ 384.00	\$ 28.00	\$ 22.00
5.	20,000 lbs	\$ 48.00	\$ 384.00	\$ 28.00	\$ 22.00
6.	25,000 lbs	\$ 48.00	\$ 384.00	\$ 28.00	\$ 22.00
7.	30,000 lbs & Greater	\$ 48.00	\$ 384.00	\$ 28.00	\$ 22.00
8.	Total Cost (Items 1-7)	\$ 336.00	\$ 2688.00	\$ 196.00	\$ 154.00
9.	Total (Row 8 divided by 7)	\$ 48.00	\$ 384.00	\$ 28.00	\$ 22.00

Note 1: The daily rate is for a full 8-hour workday (ex: 8:30 am — 5 pm with 30 minutes for a break). (The prices bid above shall be the basis for the estimates for individual moving jobs, as well as the basis for compensation for work completed.)

Note 2: The driver must possess the appropriate driver's license as required by the state of Georgia for the vehicle driven.

Note 3: **All line items (1-7) shall be total in row #8 for each separate category. Row 8 for each column shall be divided by 7 and put in row 9. All bidders shall enter the average total cost that will be annotated (written) on the Base Bid Amount on page 1 of this Bid Form document.**

#22ITB134934C-MH
Moving Services

Section 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:

_____ ^{N/A} Dollars

(\$ ^{N/A}) 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> No. 1 </u>	DATED	<u> 6/14/22 </u>
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: Allied Commercial Services

Signed by: Jeremy Pritchett
[Type or Print Name]

Title: EVA/Managing Partner

Business Address: 5427 Armani Road
 Suite B
 Columbus, GA 31909

Business Phone: 706.573.5953

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:

Name	Address
Jeremy Pritchett	5427 Armour Rd, Suite D
	Columbus, GA 31909

END OF SECTION

EXHIBIT E

PURCHASING FORMS

PURCHASING FORMS & INSTRUCTIONS

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

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

- Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form B: Georgia Security and Immigration Subcontractor Affidavit
- Form C: Professional License Certifications (***not applicable***)
 - Form C1 – Georgia Utility License Contractor License
 - Form C2 – Georgia General Contractors License
 - Form C3 – Georgia Professional License
- Form D: Disclosure Form and Questionnaire

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

Instructions:

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

#22ITB134934C-MH
Moving Services

Section 6
Purchasing Forms & Instructions

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 services¹ under a contract with [insert name of prime contractor] Tuxedo Logistics, LLC (dba - Allied Commercial Services) behalf of Fulton County Government has registered with and is participating in a federal work authorization program²,² 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.

1580761

EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

EVP/Managing Partner
Title of Authorized Officer or Agent of Contractor

Jeremy Pritchett
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 14th day of June, 2022

Notary Public: Shannon Pritchett

County: Muscogee

Commission Expires: March 21st, 2025



¹O.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.

^{2*}[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].

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

Instructions:

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

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

#22ITB134934C-MH
Moving Services

MA

Section 6
Purchasing Forms & Instructions

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 services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ 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: _____

³O.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.

⁴*[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].

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Moving Services

Section 6
Purchasing Forms & Instructions


FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: Allied Commercial Services

Utility Contractor's Name: Allied Commercial Services

Expiration Date of License: 12/31/2022

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

Signed: 

Date: 6/14/2022

(ATTACH COPY OF LICENSE)

N/A

#22ITB134934C-MH
Moving Services

Section 6
Purchasing Forms & Instructions

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

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

Occupation Tax License

City of Columbus, Georgia

Date Issued: February 23, 2022

Expires: December 31, 2022

Renew by: April 01, 2023

Occupational Tax#: OCC005092-02-2022

C.O. #: CO-02-22-914

Account #: 7147945-02-2022

Business Address:

ALLIED COMMERCIAL SERVICES
STEINHAUER, ERIC
5427 ARMOUR RD SUITE B
COLUMBUS, GA 31909

Mailing Address:

TUXEDO LOGISTICS LLC
DBA ALLIED COMMERCIAL SERVICES
5427 ARMOUR RD SUITE B
COLUMBUS, GA 31909

Business Name:

ALLIED COMMERCIAL SERVICES

Type of Occupation:

COMMERCIAL MOVING & STORAGE

048421 DOM COMMERCIAL MOVING & STORAGE
053113 LESSORS OF MINIM/WAREHOUSES AND
SELF-STORAGE UNITS

Fee Type

Revenue Code

Fee Amount

Occupation Tax Administrative Fee

4140

\$75.00

THIS RECEIPT NOT OFFICIAL UNLESS VALIDATED

PAID

Feb 23 2022

Occupation Tax
Columbus Consolidated Government

2022



Angelia Alexander
FINANCE DIRECTOR

The above named having in accordance with the ordinance of Columbus, Georgia paid to the treasurer of said city the amounts shown above on this license, is hereby authorized to conduct the business stated above at the address outlined above in said city, provided however, that this license is granted subject to all provisions of the general tax ordinance of said city.

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Tuxedo Logistics, LLC (dba-Allied Commercial Services)

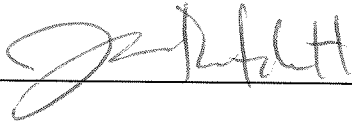
Performing work as: Prime Contractor Sub-Contractor

Professional License Type: Certificate of Organization

Professional License Number: 19049435

Expiration Date of License: 4/12/2019

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

Signed: 

Date: 6/14/22

(ATTACH COPY OF LICENSE)

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Jeremy Pritchett
5427 Armour Rd, Suite B
Columbus, GA 31909

100% Equity Partner / EVP

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

Oversees marketing, sales, operations & Project Mgt Depts.

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

Previous joint ventures working on Libraries as part of Group 2, Group 3 Library Projects. (2018)

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES

NO

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

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

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

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

37. BIDDER REFERENCES (USE FORM BELOW)

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

REFERENCE ONE

Government/Company Name: GA Power
 Address: 241 Ralph McGill Blvd Atlanta, GA 30303
 Contact Person and Title: Reecia Edwards, Project Mgr
 Phone: 404.661.1243
 Email: Redwards@southernco.com
 Contract Period: 2021-2026
 Scope of Work: Moving Services, MSA Contract

REFERENCE TWO

Government/Company Name: GA Dept of Juvenile Justice
 Address: 782 Blakely Street, Cuthbert GA 39840
 Contact Person and Title: JP Taylor, Director
 Phone: 229.591.1276
 Email: Tan.Taylor@djj.state.ga.us
 Contract Period: 2019-2023
 Scope of Work: Moving Services

REFERENCE THREE

Government/Company Name: Lagrange Library
 Address: 115 Alford Street, Lagrange, GA 30240
 Contact Person and Title: Keith Schuermann, Director
 Phone: 706.882.7784
 Email: Kdschuermann@gmail.com
 Contract Period: 2020-2023
 Scope of Work: Moving Services

EXHIBIT F

CONTRACT COMPLIANCE FORMS

SECTION 7**CONTRACT COMPLIANCE REQUIREMENTS****NON-DISCRIMINATION IN PURCHASING AND CONTRACTING**

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

Title VI Non-Discrimination Policy

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

DETERMINATION OF GOOD FAITH/UTILIZATION EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor with regard to this the project should be documented using Exhibit C, Subcontractor Contact Form.

Prime contractors must provide documentation of efforts to include, but not limited to:

1. A list of firms contacted during the solicitation phase but are not included as a subcontractor or supplier participant.
2. Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize certified firms shall include:
 - Pre-bid/proposal conferences, Meet and Greet the Prime, Pre-qualification

- meetings
 - Other efforts to solicit participation.
3. A list of publications where the advertisement was placed as well as a copy of the advertisement that must include at a minimum:
- Project scope of work,
 - Project location
 - Location(s) of where plans and specifications may be viewed or obtained and
 - Subcontracting/trade opportunities

PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

REQUIRED FORMS

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** complete and upload Exhibits A through C and the Utilization Plan, if applicable, as described in Section 3.2, Format & Proposal Submission Instructions.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B1 – Schedule of Intended Subcontractor Utilization
- Exhibit B2 – Subcontractors & Suppliers Form
- Exhibit C – Subcontractor Contact Form Utilization Plan (If applicable)

UTILIZATION REPORTING (Post Award)

The awardee(s) will be required to report **all** payments from the County to the prime contractor, and prime contractor payments to subcontractors, sub-consultants and suppliers (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

**NON-DISCRIMINATION IN PURCHASING & CONTRACTING
PROJECT REQUIREMENTS**

PROJECT NO: Moving Services

The work category for the above-referenced solicitation is:

WORK CATEGORY: Other Services

Based on the above-referenced work category, the availability of MBE and FBE firms available for subcontracting participation/opportunities is:

WORK CATEGORY AVAILABILITY:

11.49% MBE and 2.62% FBE

Any firm designated as certified by the County and is engaged by the successful Prime Contractor who performs a commercially useful function in the execution of the project will be eligible for participation credit using the following certified designations:

- MBE –Minority Business Enterprise
- FBE - Female Business Enterprise
- SBE – Small Business Enterprise
- DBE – Disadvantage Business Enterprise
- SDVBE – Veteran Owned Business Enterprise

**NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROGRAM
REMINDERS**

1. Certification: It is the Prime Contractor's responsibility to verify that subcontractor/sub-consultants included in their bid/proposal are certified. The County accepts certifications from the Georgia Minority Supplier Development Council (GMSDC); Women Business Enterprise National Council (WBENC), Small Business Administration (SBA); VETBIZ; Department of Transportation (GDOT) and; the City of Atlanta, Office of Contract Compliance.
2. Reporting: The successful bidder/proposer must submit a monthly subcontractor utilization report of all payments using the automated B2GNOW Payment Software Program. This requirement will be discussed with the awardee at the Kick-Off/Pre-Construction meeting.
3. Exhibit B1 – Schedule of Intended Subcontractor Utilization: It is required that the bidder/proposer designated as the "Prime Contractor" list and submit information on all subcontractors (including majority firms) they solicited for quotes and plan to utilize for the project. Failure to submit this form may result in your bid/proposal being declared non-responsive.
4. Directories of Certified Firms: To access Directories of certified firms of Fulton County or the entities from whom Fulton County accepts certifications, see web links below:

Fulton County Government

<https://fultoncountyga.diversitycompliance.com> Click "Search Registered Directory" for Certified Vendors

City of Atlanta Government

<https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-contract-compliance>

Scroll down and Click "Portal" to search for Certified Vendors

VETBIZ

<https://www.vip.vetbiz.ga.gov/>

Scroll down to bottom. You will see "Search Business" to search for Service-Disabled Veteran Business Enterprise Certified Vendors.

GDOT

<http://www.dot.ga.gov/>

Click drop down arrow on "Doing Business" then click "DBE Program". Scroll down, click on "Directories" drop down arrow then click on "UPC Directories" to search for Certified Vendors.

GMSDC – Georgia Minority Supplier Development Council

<https://gmsdc.org/>

WBENC – Women's Business Enterprise National Council

<https://www.wbenc.org/certification>

SBA – Small Business Administration

<https://www.sba.gov/>

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Jeremy Pritchett),
Name

EVP/Managing Partner
Title

Allied Commercial Services
Company 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: Jeremy Pritchett TITLE: EVP/Managing Partner

SIGNATURE: 

ADDRESS: 5427 Arman Rd, Suite B
Columbus, GA 31909

PHONE NUMBER: 706.573.5953 EMAIL: jeremy@alliedcommercialservices.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Jeremy Patchett

ITB/RFP Name & Number: 22ITB134934C-MH Moving Services

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT, is a minority or female owned and controlled business enterprise. African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); Small Business (SBE); Service Disable Veteran (SDVBE) Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.

Male or Female (Check the appropriate boxes).

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

\$ _____ 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:

N/A

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) N/A

Total Percentage of Certified Subcontractors: (%) N/A

#22ITB134934C-MH
Moving ServicesSection 7
Contract Compliance Requirements

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, 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.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: [Handwritten Signature] Title: EVP/Managing Partner

Business or Corporate Name: Allied Commercial Services

Address: 5407 Armour Rd, Suite B Columbus, GA 31909

Telephone: (704) 573.5953

Fax Number: () _____

Email Address: jeremy@alliedcommercialservices.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/22

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).

PRODUCER CO-DAN INC 3985 Beallwood Avenue Columbus, GA 31904	CONTACT NAME: PHONE: (A/C, No., Ext): (706)322-5611 FAX (A/C, No): (706)323-3986 E-MAIL ADDRESS: cofieldinsurance@aol.com														
INSURED Tuxedo Logistics, LLC dba Allied Commercial Services 5427 Armour Rd, Ste B Columbus, GA 31909	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">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 #														
INSURER A: Travelers															
INSURER B:															
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 INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	6JUB-6R23569-0-22	01/14/22	01/14/23	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$ 1,000,000														
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														

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

Jeremy Pritchett, Tarrence Gamble and Eric Steinhauer are excluded.

CERTIFICATE HOLDER	CANCELLATION 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
---------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

TRUCKING INSURANCE
 PO BOX 1438
 CUMMING, GA 30028
 1-678-771-0112

PROGRESSIVE[®]
 COMMERCIAL

Policy number: 01529152

Underwritten by:
 Progressive Mountain Insurance Co
 NAIC Number: 35190
 May 4, 2022
 Page 1 of 2

Certificate of Insurance

Certificate Holder

TUXEDO LOGISTICS, LLC
 5427 ARMOUR RD SUITE B
 COLUMBUS, GA 31909

Insured

TUXEDO LOGISTICS, LLC
 ALLIED COMMERCIAL SERVICES
 5427 ARMOUR RD SUITE B
 COLUMBUS, GA 31909

Agent

TRUCKING INSURANCE
 PO BOX 1438
 CUMMING, GA 30028

This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein.

Policy Effective Date: Dec 11, 2021

Policy Expiration Date: Dec 11, 2022

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$2,000,000 Combined Single Limit

Commercial General Liability coverage part

Description	Limits
Limited General Liability - Trucking Operations	\$1,000,000/\$2,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000/any one person or organization
Damage to Premises Rented to You	\$100,000/any one premises
Medical Expense	\$5,000/any one person

Description of Location/Vehicles/Special Items

Scheduled autos only

2010 CHRYSLER TOWN & COUNTRY 2A4RR4DE8AR120673	
Uninsured Motorist - Added On	\$2,000,000 Combined Single Limit
Uninsured Motorist Property Damage - Added On	(included in combined single limit w/\$250 Ded)
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

Policy number: 01529152
TUXEDO LOGISTICS, LLC
Page 2 of 2

A handwritten signature in black ink, appearing to be 'K. P. My'.

Form 5241 GA (04/20)

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

NO BONDS WERE REQUIRED FOR THIS PROJECT

22-0874 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0875 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in an total amount not to exceed \$150,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed \$60,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed \$50,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed \$40,000.00, to provide moving services on an "as-needed" basis for the County. Effective January 1, 2023 through December 31, 2023, with two renewal options.

22-0876 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$100,000.00 with (A) E. Sam Jones Distributor (Atlanta, GA) in the amount of \$47,000.00, (B) Voss Electric Co. (Marietta, GA) in the amount of \$23,000.00, (C) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$11,000.00, (D) Regency Lighting (Los Angeles, CA) in the amount of \$15,000.00 and (E) Electrical Contractor (Covington, GA) in the amount of \$4,000.00 to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0877 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITBC135696C-GS, Law Enforcement Vehicles for Fulton County in AN amount not to exceed \$2,155,600.00 with Brannen Motor Company (Unadilla, GA), for the purchase of 49 vehicles for various County agencies. This is a one-time procurement.



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

22ITB134934C-MH

ALS Van Line Services

For

Department Of Real Estate & Asset Management

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- ARTICLE 7. SCHEDULE OF WORK
- ARTICLE 8. CONTRACT TERM
- ARTICLE 9. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
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- ARTICLE 29. JURISDICTION
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- ARTICLE 31. FORCE MAJEURE
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- ARTICLE 33. INVOICING AND PAYMENT
- ARTICLE 34. TAXES
- ARTICLE 35. PERMITS, LICENSES AND BONDS
- ARTICLE 36. NON-APPROPRIATION
- ARTICLE 37. WAGE CLAUSE

Exhibits

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

APPENDICES

- APPENDIX 1: APPLICATION FORMS :NONE
- APPENDIX 2: PROCEDURES : NONE

CONTRACT AGREEMENT

Contractor: **ALS Van Line Services**

Contract No.: **22ITB134934C-MH, Moving Services**

Address: **6025 LaGrange Blvd**
City, State **Atlanta, GA 30336**

Telephone: **4046290223**

Email: **jwalsh@alsvanlines.com**

Contact: **Jack Walsh**
Vice President of Sales

This Agreement made and entered into effective the 1st day of January, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **ALS Van Line Services**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Provide moving services on an as-needed basis for Fulton County. The successful bidder(s) is to furnish all materials, labor, tools, equipment, transportation and insurance necessary to provide moving services as outlined in this ITB. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document., 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 11-16-2022 and 22-0875.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform Provide moving services on an as-needed basis for Fulton County. The successful bidder(s) is to furnish all materials, labor, tools, equipment, transportation and insurance necessary to provide moving services as outlined in this ITB. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document. 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 1st day of January, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. 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 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. 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 \$50,000.00, (fifty thousand dollars), 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 there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as 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. Consultant/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 Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/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 Consultant/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 Consultant/Contractor.

Consultant/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.

Consultant/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 Consultant/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 Consultant/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 Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Consultant/Contractor, at Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/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 Consultant/Contractor has complied with all of Consultant/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 Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/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 Consultant/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:

Director
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-613-3772
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph Davis

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:

ALS Van Line Services
6025 LaGrange Blvd, Atlanta, GA 30336
Telephone: **4046290223**
Email: jwalsh@alsvanlines.com
Attention: **Jack Walsh**

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

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.

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

ALS Van Line Services

DocuSigned by:
Robert L. Pitts
Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

DocuSigned by:
Brad Daniels
Brad Daniel,
Vice President

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
Tonya R. Grier
Clerk to the Commission
(Affix County Seal)



DocuSigned by:
Secretary/ Assistant Secretary
Secretary/
Assistant Secretary
(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Patrick O'Connor
Office of the County Attorney

DocuSigned by:
Stephanie Leigh Flowers
Notary Public

APPROVED AS TO CONTENT:

County: Douglas

DocuSigned by:
Joseph Davis
Joseph Davis, Director
Department Of Real Estate & Asset
Management

Commission Expires: May 13, 2025

(Affix Notary Seal)



ITEM#: <u>2022-0875</u> RCS: <u>11/16/2022</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

ADDENDA



Project Title & Number – 22ITB134934C-MH Moving Services
Date : June 14, 2022

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 Thursday, June 23, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 20 day of

JUNE, 2022.

ALS VAN LINE SERVICES, INC.
Legal Name of Bidder

J.P. Walker
Signature of Authorized Representative

VP of SALES
Title

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 required for this Project

EXHIBIT C

SCOPE OF WORK

SECTION 4

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Seeking qualified Bidders to provide Moving Services for the Department of Real Estate and Asset Management on an "as needed" basis.

The successful bidder(s) is to furnish all parts, labor, equipment, transportation and material and insurance necessary to provide the moving services as outlined in this ITB. The scope of work includes but is not limited to:

- Relocations as directed, when directed and were directed by the Contract Administrator for the term of the contract. Only companies engaged in moving and transfer services shall be considered.
- Provide moving costs and timeline estimate for moving projects upon request.
- Provide all manpower, packing materials, supplies, dollies, speed packs and trucks to effectively perform each move.
- Provide packing, loading, and unloading of shelving, file cabinets, boxes, and related equipment when required.
- Maintain proper records of all Fulton County property in the vendor's possession.
- Provide secure transit to ensure no pilferage and to minimize or eliminate breakage.
- Provide clean-up services of trash left after each phase of the move, which is directly related to the activity of packing/unpacking.

The best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County's interpretation to prevail.

Each of the company vehicles should have the company's name printed at the back or sides. At least one crew member must be able to communicate in English.

Any contract(s) emanating from this bid shall be administered by the Department of Real Estate and Asset Management. For all moves:

1. The Department of Real Estate and Asset Management, Contract Administrator, or approved County Representative, normally contacts the moving services contractor(s) who is/are awarded this contract and requests they provide an estimate of that move's total cost.
2. Contingent upon meeting pre-established timelines for the move, the Contract Administrator normally selects the contractor who provides the lowest estimated cost for each specific move.

MOVING RESPONSE TIMES

The bidder must be capable of acknowledging all calls within twenty-four (24) hours. During the planning, preparation and execution phases of these services, the vendor is required to maintain a point of contact for each moving project twenty-four (24) hours per day during the period of packing, loading, transporting, unloading, and unpacking. Failure to adhere to this paragraph can be grounds for termination of the contract. Once the timeline for the move is established and agreed to by the customer department and the Facilities and Transportation Services Department, the successful vendor must respond to requests associated with this move in accordance with the following criteria:

- a. **Urgent Requests:** Services and/or supplies must be provided within two business days.
- b. **Routine Requests:** Services and/or supplies must be provided within three business days.

COMPANY PERSONNEL

All personnel of the company that will work on the Fulton County facilities must be uniformed with their company logo clearly visible on their uniform. The vehicle should have the company's name printed at the back or sides of the vehicle(s). At least one contact person on each crew must be able to communicate verbally with the Fulton County Contract Administrator to resolve any issues on site. At least one member of each crew that works on Fulton County sites must have a valid Georgia Driver's License.

WORKING HOURS

For this contract, normal working hours will be from 7:30 A.M. through 5:00 P.M. Monday through Friday, excluding Fulton County holidays. All work performed outside of normal working hours (including weekends and holidays) will be paid at a maximum of 1.5 times the rate of the basic bid. Holiday rates will only apply to holidays officially recognized by Fulton County. The successful bidder is required to respond to all calls within two (2) hours of notification. Failure to respond within the two (2) hour time will not be a basis for overtime payment.

SERVICE REPORTS

Service reports may be combined with the invoice. Within 14 calendar days of each move's completion, the Contractor is required to provide a detailed service report listing items moved. This report shall also contain the following information:

- a. Date service was performed.
- b. Start time and completion time.
- c. Pick-up point.
- d. Unloading point.
- e. Person requesting the service.
- f. Itemized list of items moved. This packing document must be signed by the designated County employee prior to leaving the pickup point.
- g. Reconciliation of any variance between load and offload inventory or weight.
- h. County Service Order number.

BACKGROUND CHECKS

The successful bidder (s) will be required to have background checks performed on all employees assigned to this contract at bidder's expense.

The successful bidder(s) shall provide the Contract Administrator a list of employees who will be performing services under this contract. The list shall specify the employee's name and position. All employees assigned to this contract must have a completed Georgia Criminal Investigation (GCI). All costs associated with the background check, GCI, NCIC or both, shall be paid by the bidder. GCI and National crime Information Center (NCIC) Checks must be completed, along with a fingerprint card, on all employees and subcontractors hired to perform work in the Justice Facilities. All completed background checks and fingerprint cards must be verified by the Contract Administrator before an employee starts servicing any County owned or leased facilities. Employees assigned to this contract must not have convictions for any criminal offense involving theft, assault, or drugs.

After successful verification of the GCI/NCIC/Fingerprint Card by the Contract Administrator or designated representative, a Fulton County Temporary Identification badge will be issued to the employee. The temporary ID badge must be always worn by the employee while conducting business on and in Fulton County properties. The ID badge must be always visible for security purposes. If lost or stolen, report the information to the Contract Administrator immediately. Changes, additions, or deletions to the list shall be given to the Contract Administrator within twenty-four (24) hours of the action.

All employees or representatives of the successful bidder(s) entering Fulton County buildings shall be subject to security regulations of the buildings and to any checks as may be deemed necessary. Fulton County reserves the right to direct the removal of any employee of the bidder from work on this contract for misconduct or security reasons. Removal of any employee of the vendor for

cause does not relieve the bidder from responsibility for total performance of contracted tasks.

ACCIDENT REPORTING

Serious accidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each accident report which the Contractor submits to their insurance carriers regarding accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the accident occurred.

LIQUIDATED DAMAGES

The County has the right to seek from the Contractor liquidation damages for non-compliance and/or non-performance in the execution of the contract. These damages may include recoupment of any additional costs involved in awarding a new contract, such as difference in contract price between original Contractors and replacement Contractor.

PROTECTION

The Contractor shall take all necessary precautions (i.e., safe commercial practices, safe acts, safety classes, safety equipment, safe supplies, etc.) to prevent injury to the public, building occupants, or damage to the property of others. For this purpose of this contract, the public or building occupants shall include all persons not employed by this Contractor or any subcontractor at any level working under this Contract.

SAFETY TRAINING AND EDUCATION:

Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Contractor will ensure that employees are briefed on the facility evacuation plan for any County building they are working in (contact the Contract Administrator for assistance). Documentation of Employee training is subject to inspection by the County upon the County's request.

BUSINESS LICENSE

Bidder(s) shall submit with bid a current business license.

BIDDER QUALIFICATIONS

The bidder must have a minimum of three (3) years of experience doing this type of work. Selected bidder(s) must obtain all required licenses or permits at no expense to the County and must possess them before a purchase order or contract will be issued.

EXHIBIT D

COMPENSATION

COMPENSATION

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 \$50,000.00 (Fifty Thousand, 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 FORM

Submitted To: Fulton County Government

Submitted By: ALS Van Line Services, Inc.

For: #22ITB134934C-MH, Moving Services

Submitted on June 22, 2022.

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; 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 regarding 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 (Add the four columns 1, 2, 3 & 4 in line 9. Do not include any Bid Alternates)

\$ 429.00
(Dollar Amount In Numbers)

Four Hundred Twenty Nine and 00/100
(Dollar Amount in Words)

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

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

BASE BID AMOUNT

Pricing is for "full service moving" and must include the cost of personnel plus all supplies and equipment needed. No separate payments will be made for boxes, pads, paper, wheeled dollies, speed packs, insurance, etc. All moves will be made using enclosed trucks having loading ramps and will be done according to normal moving practices using adequate number of properly trained personnel.

	Column	1	2	3	4
Item No.	Types of Trucks Used & Payload	Truck Cost Per Hour	Truck Cost Per Day	Driver's Hourly Rate	Helper Hourly Rate
1.	5,000 lbs or Less	\$ 40.00	\$ 320.00	\$ 39.00	\$ 30.00
2.	5,000 lbs	\$ 40.00	\$ 320.00	\$ 39.00	\$ 30.00
3.	10,000 lbs	\$ 40.00	\$ 320.00	\$ 39.00	\$ 30.00
4.	15,000 lbs	\$ 40.00	\$ 320.00	\$ 39.00	\$ 30.00
5.	20,000 lbs	\$ 40.00	\$ 320.00	\$ 39.00	\$ 30.00
6.	25,000 lbs	\$ 40.00	\$ 320.00	\$ 39.00	\$ 30.00
7.	30,000 lbs & Greater	\$ 40.00	\$ 320.00	\$ 39.00	\$ 30.00
8.	Total Cost (Items 1-7)	\$ 280.00	\$ 2,240.00	\$ 273.00	\$ 210.00
9.	Total (Row 8 divided by 7)	\$ 40.00	\$ 320.00	\$ 39.00	\$ 30.00

Note 1: The daily rate is for a full 8-hour workday (ex: 8:30 am — 5 pm with 30 minutes for a break). (The prices bid above shall be the basis for the estimates for individual moving jobs, as well as the basis for compensation for work completed.)

Note 2: The driver must possess the appropriate driver's license as required by the state of Georgia for the vehicle driven.

Note 3: **All line items (1-7) shall be total in row #8 for each separate category. Row 8 for each column shall be divided by 7 and put in row 9. All bidders shall enter the average total cost that will be annotated (written) on the Base Bid Amount on page 1 of this Bid Form document.**

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:

Name	Address
Mark Daniel	6025 LaGrange Blvd., Atlanta, GA 30336
Brad Daniel	6025 LaGrange Blvd., Atlanta, GA 30336

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 services¹ under a contract with [insert name of prime contractor] ALS Van Line Services, Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² 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.

416161

EEV/Basic Pilot Program* User Identification Number

ALS Van Line Services, Inc / John Walsh

J Walsh

BY: Authorized Officer of Agent
(Insert Contractor Name)

Vice President of Sales

Title of Authorized Officer or Agent of Contractor

John Walsh

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 21st day of June, 2022

Notary Public: Stephanie L Flowers

County: Douglas

Commission Expires: May 13, 2025



¹O.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.

²*[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].

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

Mark Daniel 6025 LaGrange Blvd., Atlanta, GA 30336 President

Brad Daniel 6025 LaGrange Blvd., Atlanta, GA 30336 Vice President

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business. ALS Van Line Services, Inc has been in business since 1997. In that time we have become one of the Atlanta Metro's largest and most successful Office and Industrial movers. We currently are working with the Georgia Building Authority, Fulton County School Systems, The Atlanta Public School System, Ga Tech Henry County Government, Emory University among many others.

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

ALS Van Line Services, Inc has had a contract with Fulton County Government since 2019. We have handled several projects with Fulton County during the term of our contract.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One:

YES

NO

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

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

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

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this 21 day of June, 2022

John P Walsh III

(Legal Name of Proponent)

(Date)

(Signature of Authorized Representative)

6/21/2022

(Date)

Vice President of Sales

(Title)

Sworn to and subscribed before me,

This 21st day of June, 2022

Stephanie L Flowers

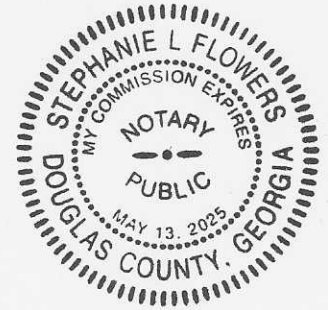
(Notary Public)

(Seal)

Commission Expires

May 13, 2025

(Date)



37. BIDDER REFERENCES (USE FORM BELOW)

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. **RETURN THIS FORM WITH YOUR BID.**

REFERENCE ONE

Government/Company Name: *Georgia Building Authority
Address: 1 Martin Luther King, Jr. Dr., Atlanta, GA 30334
Contact Person and Title: John McCord Senior Project Manager
Phone: 404-463-3418
Email: john.mccord@gba.ga.gov
Contract Period: 2010 to Present
Scope of Work: Task Order Mover for GBA. Have handled dozens of moves within all State owned buildings as well as agencies throughout the state.

REFERENCE TWO

Government/Company Name: Georgia Institute of Technology
Address: 711 Marietta St., Atlanta, GA 30332
Contact Person and Title: Ricky D. Rowe Capital Planning and Management
Phone: 404 - 894 - 5558
Email: rick.rowe@cpsm.gatech.edu
Contract Period: 2017 - Present
Scope of Work: Contract mover for Georgia Tech. Have handled various types of moves for GA Tech including labs, offices, dorms, warehouses etc.

REFERENCE THREE

Government/Company Name: Fulton County School System
Address: 6201 Powers Ferry Rd., Atlanta, GA 30339
Contact Person and Title: Angela Young Executive Director of Contracting
Phone: 404 - 669 - 8970
Email: younga1@fultonschools.org
Contract Period: 2010 to present
Scope of Work: Handles school moves of various sizes, primarily during the summer months for construction upgrades. Have also moved the corporate office and main warehouse

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents; that I/We (Jack Walsh),
Name

Vice President of Sales

ALS Van Line Services, Inc.

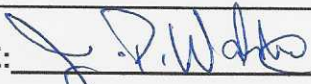
Title

Company 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: Jack Walsh TITLE: Vice President of Sales

SIGNATURE: 

ADDRESS: 6025 LaGrange Blvd

Atlanta, GA 30336

PHONE NUMBER: 404 - 629 - 0223 EMAIL: jwalsh@alsvanlines.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name ALS Van Line Services, Inc.

ITB/RFP Name & Number: Moving Services 22ITB134934C-MH

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** , is a minority or female owned and controlled business enterprise. African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); Small Business (SBE); Service Disable Veteran (SDVBE) Disadvantage Business (DBE) ****If yes, Prime must submit a copy of recent certification.**

Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
\$ N/A Or N/A %

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>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%) *0*

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, 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.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  Title: Vice President of Sales

Business or Corporate Name: ALS Van Line Services, Inc.

Address: 6025 LaGrange Blvd.
Atlanta, GA 30336

Telephone: (404) 629 - 02232

Fax Number: () NA

Email Address: jwalsh@alsvanlines.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name ALS Van Line Services, Inc.

ITB/RFP Name & Number: Moving Services 22ITB134934C-MH

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** , is a minority or female owned and controlled business enterprise. African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); Small Business (SBE); Service Disable Veteran (SDVBE) Disadvantage Business (DBE) ****If yes, Prime must submit a copy of recent certification.**

Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
\$ N/A Or N/A %

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>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%) *0*

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS



EXHIBIT H

PAYMENT & PERFORMANCE BONDS

No Bonds were required for this Project



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

MOTOR CARRIER COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date: 10/03/2022	Policy Number: TCP0002493-01
-----------------------------------------------	-------------------------------------

A. Additional Insured Coverage

- 1. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured,** is amended to include as an “insured” the person(s) or organization(s) with respect to the ownership, maintenance, or use of a covered “auto”, other than:

- (1) A “van line” that is party to a written agreement with you that appoints you as its agent for purposes of providing moving and relocation services; or
- (2) A “van line” that is scheduled on any Additional Insured – Van Line endorsement to this policy;

and further provided that you have agreed to add such person or organization as an additional “insured” pursuant to an express provision in a written “insured contract” or other written agreement, or in a permit issued to you by a governmental or public authority.

Any person or organization is an additional “insured” solely with respect to “bodily injury” or “property damage” caused by an “accident” arising out of:

- (1) The ownership, maintenance or use of a covered “auto”; and
- (2) Your operations under the “insured contract”, other written agreement, or permit that takes place after:
 - (a) You executed the “insured contract” or written agreement; or
 - (b) The permit has been issued to you;

and then only to the limited extent and for no higher limits of insurance required in such “insured contract”, other written agreement, or permit.

B. Definitions

For purposes of this endorsement only, the following definition is added:

- 1. Van Line** means a person or organization for which you have been appointed as an agent for purposes of providing moving and relocation services.

All other terms and conditions of the policy remain the same.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date: 10/03/2022	Policy Number: TCP0002493-01
-----------------------------------------------	-------------------------------------

A. Additional Insured Coverage

1. SECTION II – WHO IS AN INSURED, is amended to include as an “insured” any person(s) or organization(s) with respect to the conduct of your business, other than:

- (1) A “van line” that is party to a written agreement with you that appoints you as its agent for purposes of providing moving and relocation services; or
- (2) A “van line” that is scheduled on any Additional Insured – Van Line endorsement to this policy;

and further provided that you have agreed to add such person or organization as an additional “insured” pursuant to an express provision in a written “insured contract” or other written agreement, or in a permit issued to you by a governmental or public authority.

Any person or organization is an additional “insured” solely with respect to “bodily injury” or “property damage” caused by an “accident” arising out of:

- (1) The conduct of your business; and
- (2) Your operations under the “insured contract”, other written agreement, or permit that takes place after:
 - (a) You executed the “insured contract” or written agreement; or
 - (b) The permit has been issued to you;

and then only to the limited extent and for no higher limits of insurance required in such “insured contract”, other written agreement, or permit.

B. Definitions

For purposes of this endorsement only, the following definition is added:

1. Van Line means a person or organization for which you have been appointed as an agent for purposes of providing moving and relocation services.

All other terms and conditions of the policy remain the same.

TCP0002493-01

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

22-0874 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0875 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in an total amount not to exceed \$150,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed \$60,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed \$50,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed \$40,000.00, to provide moving services on an "as-needed" basis for the County. Effective January 1, 2023 through December 31, 2023, with two renewal options.

22-0876 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$100,000.00 with (A) E. Sam Jones Distributor (Atlanta, GA) in the amount of \$47,000.00, (B) Voss Electric Co. (Marietta, GA) in the amount of \$23,000.00, (C) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$11,000.00, (D) Regency Lighting (Los Angeles, CA) in the amount of \$15,000.00 and (E) Electrical Contractor (Covington, GA) in the amount of \$4,000.00 to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0877 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITBC135696C-GS, Law Enforcement Vehicles for Fulton County in AN amount not to exceed \$2,155,600.00 with Brannen Motor Company (Unadilla, GA), for the purchase of 49 vehicles for various County agencies. This is a one-time procurement.



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

22ITB134934C-MH

BELTMANN RELOCATION GROUP

For

Department Of Real Estate & Asset Management

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. SERVICES PROVIDED BY COUNTY
- ARTICLE 6. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 7. SCHEDULE OF WORK
- ARTICLE 8. CONTRACT TERM
- ARTICLE 9. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
- ARTICLE 10. PERSONNEL AND EQUIPMENT
- ARTICLE 11. SUSPENSION OF WORK
- ARTICLE 12. DISPUTES
- ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 15. WAIVER OF BREACH
- ARTICLE 16. INDEPENDENT CONTRACTOR
- ARTICLE 17. RESPONSIBILITY OF CONTRACTOR
- ARTICLE 18. INDEMNIFICATION
- ARTICLE 19. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 20. INSURANCE
- ARTICLE 21. PROHIBITED INTEREST
- ARTICLE 22. SUBCONTRACTING
- ARTICLE 23. ASSIGNABILITY
- ARTICLE 24. ANTI-KICKBACK CLAUSE
- ARTICLE 25. AUDITS AND INSPECTORS
- ARTICLE 26. ACCOUNTING SYSTEM
- ARTICLE 27. VERBAL AGREEMENT
- ARTICLE 28. NOTICES
- ARTICLE 29. JURISDICTION
- ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 31. FORCE MAJEURE
- ARTICLE 32. OPEN RECORDS ACT
- ARTICLE 33. INVOICING AND PAYMENT
- ARTICLE 34. TAXES
- ARTICLE 35. PERMITS, LICENSES AND BONDS
- ARTICLE 36. NON-APPROPRIATION
- ARTICLE 37. WAGE CLAUSE

Exhibits

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

APPENDICES

APPENDIX 1: APPLICATION FORMS NONE
APPENDIX 2: PROCEDURES NONE

CONTRACT AGREEMENT

Contractor: **BELTMANN RELOCATION GROUP**

Contract No.: **22ITB134934C-MH, Moving Services**

Address: **4897 lewis rd**
City, State **stone mountain, GA 30083**

Telephone: **7706529479**

Email: **charlie.shockley@beltmann.com**

Contact: **Charlie Shockley**
Account Executive

This Agreement made and entered into effective the 1st day of January, 2023 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **BELTMANN RELOCATION GROUP**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department Of Real Estate & Asset Management department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Provide moving services on an as-needed basis for Fulton County. The successful bidder(s) is to furnish all materials, labor, tools, equipment, transportation and insurance necessary to provide moving services as outlined in this ITB. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document., 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 11-16-2022 and 22-0875.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform Provide moving services on an as-needed basis for Fulton County. The successful bidder(s) is to furnish all materials, labor, tools, equipment, transportation and insurance necessary to provide moving services as outlined in this ITB. The detailed scope of work and technical specifications are outlined in the Scope of Work of this bid document. 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 1st day of January 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2023. 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 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2025 and shall end no later than the 31st day of December, 2025. 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 \$60,000.00, (sixty thousand dollars), 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 there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as 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. Consultant/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 Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/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 Consultant/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 Consultant/Contractor.

Consultant/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.

Consultant/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 Consultant/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 Consultant/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 Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Consultant/Contractor, at Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/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 Consultant/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, Consultant/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, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/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 Consultant/Contractor has complied with all of Consultant/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 Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/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 Consultant/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:

Director
141 Pryor St.
Atlanta, Georgia 30303
Telephone: 404-612-3772
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph Davis

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:

BELTMANN RELOCATION GROUP
4897 lewis rd, stone mountain, GA 30083
Telephone: **7706529479**
Email: **charlie.shockley@beltmann.com**
Attention: **Charlie Shockley**

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

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.

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

BELTMANN RELOCATION GROUP

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

DocuSigned by:

Charlie Shockley

Charlie Shockley
Account Executive

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

Patrick O'Connor

Office of the County Attorney

Troyekia D. Wynn
Notary Public

APPROVED AS TO CONTENT:

County: Paulding

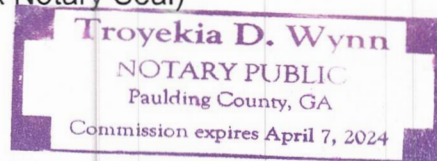
DocuSigned by:

Joseph Davis

Joseph Davis, Director
Department Of Real Estate & Asset
Management

Commission Expires: 04/07/2024

(Affix Notary Seal)



ITEM#: <u>2022-0875</u>	RCS: <u>11/16/2022</u>	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

ADDENDA



Project Title & Number – 22ITB134934C-MH Moving Services
Date : June 14, 2022

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 Thursday, June 23, 2022 by 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 22ND day of

JUNE, 2022.

BERTHIA DEWITT GROUT

Legal Name of Bidder

[Signature]
Signature of Authorized Representative

Account Executive

Title

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 required for this Project

EXHIBIT C

SCOPE OF WORK

SECTION 4

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Seeking qualified Bidders to provide Moving Services for the Department of Real Estate and Asset Management on an "as needed" basis.

The successful bidder(s) is to furnish all parts, labor, equipment, transportation and material and insurance necessary to provide the moving services as outlined in this ITB. The scope of work includes but is not limited to:

- Relocations as directed, when directed and were directed by the Contract Administrator for the term of the contract. Only companies engaged in moving and transfer services shall be considered.
- Provide moving costs and timeline estimate for moving projects upon request.
- Provide all manpower, packing materials, supplies, dollies, speed packs and trucks to effectively perform each move.
- Provide packing, loading, and unloading of shelving, file cabinets, boxes, and related equipment when required.
- Maintain proper records of all Fulton County property in the vendor's possession.
- Provide secure transit to ensure no pilferage and to minimize or eliminate breakage.
- Provide clean-up services of trash left after each phase of the move, which is directly related to the activity of packing/unpacking.

The best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County's interpretation to prevail.

Each of the company vehicles should have the company's name printed at the back or sides. At least one crew member must be able to communicate in English.

Any contract(s) emanating from this bid shall be administered by the Department of Real Estate and Asset Management. For all moves:

1. The Department of Real Estate and Asset Management, Contract Administrator, or approved County Representative, normally contacts the moving services contractor(s) who is/are awarded this contract and requests they provide an estimate of that move's total cost.
2. Contingent upon meeting pre-established timelines for the move, the Contract Administrator normally selects the contractor who provides the lowest estimated cost for each specific move.

MOVING RESPONSE TIMES

The bidder must be capable of acknowledging all calls within twenty-four (24) hours. During the planning, preparation and execution phases of these services, the vendor is required to maintain a point of contact for each moving project twenty-four (24) hours per day during the period of packing, loading, transporting, unloading, and unpacking. Failure to adhere to this paragraph can be grounds for termination of the contract. Once the timeline for the move is established and agreed to by the customer department and the Facilities and Transportation Services Department, the successful vendor must respond to requests associated with this move in accordance with the following criteria:

- a. **Urgent Requests:** Services and/or supplies must be provided within two business days.
- b. **Routine Requests:** Services and/or supplies must be provided within three business days.

COMPANY PERSONNEL

All personnel of the company that will work on the Fulton County facilities must be uniformed with their company logo clearly visible on their uniform. The vehicle should have the company's name printed at the back or sides of the vehicle(s). At least one contact person on each crew must be able to communicate verbally with the Fulton County Contract Administrator to resolve any issues on site. At least one member of each crew that works on Fulton County sites must have a valid Georgia Driver's License.

WORKING HOURS

For this contract, normal working hours will be from 7:30 A.M. through 5:00 P.M. Monday through Friday, excluding Fulton County holidays. All work performed outside of normal working hours (including weekends and holidays) will be paid at a maximum of 1.5 times the rate of the basic bid. Holiday rates will only apply to holidays officially recognized by Fulton County. The successful bidder is required to respond to all calls within two (2) hours of notification. Failure to respond within the two (2) hour time will not be a basis for overtime payment.

SERVICE REPORTS

Service reports may be combined with the invoice. Within 14 calendar days of each move's completion, the Contractor is required to provide a detailed service report listing items moved. This report shall also contain the following information:

- a. Date service was performed.
- b. Start time and completion time.
- c. Pick-up point.
- d. Unloading point.
- e. Person requesting the service.
- f. Itemized list of items moved. This packing document must be signed by the designated County employee prior to leaving the pickup point.
- g. Reconciliation of any variance between load and offload inventory or weight.
- h. County Service Order number.

BACKGROUND CHECKS

The successful bidder (s) will be required to have background checks performed on all employees assigned to this contract at bidder's expense.

The successful bidder(s) shall provide the Contract Administrator a list of employees who will be performing services under this contract. The list shall specify the employee's name and position. All employees assigned to this contract must have a completed Georgia Criminal Investigation (GCI). All costs associated with the background check, GCI, NCIC or both, shall be paid by the bidder. GCI and National crime Information Center (NCIC) Checks must be completed, along with a fingerprint card, on all employees and subcontractors hired to perform work in the Justice Facilities. All completed background checks and fingerprint cards must be verified by the Contract Administrator before an employee starts servicing any County owned or leased facilities. Employees assigned to this contract must not have convictions for any criminal offense involving theft, assault, or drugs.

After successful verification of the GCI/NCIC/Fingerprint Card by the Contract Administrator or designated representative, a Fulton County Temporary Identification badge will be issued to the employee. The temporary ID badge must be always worn by the employee while conducting business on and in Fulton County properties. The ID badge must be always visible for security purposes. If lost or stolen, report the information to the Contract Administrator immediately. Changes, additions, or deletions to the list shall be given to the Contract Administrator within twenty-four (24) hours of the action.

All employees or representatives of the successful bidder(s) entering Fulton County buildings shall be subject to security regulations of the buildings and to any checks as may be deemed necessary. Fulton County reserves the right to direct the removal of any employee of the bidder from work on this contract for misconduct or security reasons. Removal of any employee of the vendor for

cause does not relieve the bidder from responsibility for total performance of contracted tasks.

ACCIDENT REPORTING

Serious accidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Contractor shall be reported to the Contract Administrator by telephone within twenty-four (24) hours of the occurrence. A copy of each accident report which the Contractor submits to their insurance carriers regarding accidents occurring in relation to this contract shall be forwarded to the Contract Administrator as soon as possible, but in no event later than seven (7) calendar days after the accident occurred.

LIQUIDATED DAMAGES

The County has the right to seek from the Contractor liquidation damages for non-compliance and/or non-performance in the execution of the contract. These damages may include recoupment of any additional costs involved in awarding a new contract, such as difference in contract price between original Contractors and replacement Contractor.

PROTECTION

The Contractor shall take all necessary precautions (i.e., safe commercial practices, safe acts, safety classes, safety equipment, safe supplies, etc.) to prevent injury to the public, building occupants, or damage to the property of others. For this purpose of this contract, the public or building occupants shall include all persons not employed by this Contractor or any subcontractor at any level working under this Contract.

SAFETY TRAINING AND EDUCATION:

Contractor is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Contractor will ensure that employees are briefed on the facility evacuation plan for any County building they are working in (contact the Contract Administrator for assistance). Documentation of Employee training is subject to inspection by the County upon the County's request.

BUSINESS LICENSE

Bidder(s) shall submit with bid a current business license.

BIDDER QUALIFICATIONS

The bidder must have a minimum of three (3) years of experience doing this type of work. Selected bidder(s) must obtain all required licenses or permits at no expense to the County and must possess them before a purchase order or contract will be issued.

EXHIBIT D

COMPENSATION

COMPENSATION

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 \$60,000.00 (Sixty Thousand 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 FORM

Submitted To: Fulton County Government

Submitted By: Beltmann Relocation Group

For: #22ITB134934C-MH, Moving Services

Submitted on June 20, 2022.

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; 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 regarding 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 (Add the four columns 1, 2, 3 & 4 in line 9. Do not include any Bid Alternates)

\$396.00

(Dollar Amount In Numbers)

Three hundred & ninety six dollars

(Dollar Amount in Words)

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

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

BASE BID AMOUNT

Pricing is for "full service moving" and must include the cost of personnel plus all supplies and equipment needed. No separate payments will be made for boxes, pads, paper, wheeled dollies, speed packs, insurance, etc. All moves will be made using enclosed trucks having loading ramps and will be done according to normal moving practices using adequate number of properly trained personnel.

	Column	1	2	3	4
Item No.	Types of Trucks Used & Payload	Truck Cost Per Hour	Truck Cost Per Day	Driver's Hourly Rate	Helper Hourly Rate
1.	5,000 lbs or Less	\$36	\$288	\$36	\$36
2.	5,000 lbs	\$36	\$288	\$36	\$36
3.	10,000 lbs	\$36	\$288	\$36	\$36
4.	15,000 lbs	\$36	\$288	\$36	\$36
5.	20,000 lbs	\$36	\$288	\$36	\$36
6.	25,000 lbs	\$36	\$288	\$36	\$36
7.	30,000 lbs & Greater	\$36	\$288	\$36	\$36
8.	Total Cost (Items 1-7)	\$252.00	\$2016.00	\$252.00	\$252.00
9.	Total (Row 8 divided by 7)	\$36.00	\$288.00	\$36.00	\$36.00

Note 1: The daily rate is for a full 8-hour workday (ex: 8:30 am — 5 pm with 30 minutes for a break). (The prices bid above shall be the basis for the estimates for individual moving jobs, as well as the basis for compensation for work completed.)

Note 2: The driver must possess the appropriate driver's license as required by the state of Georgia for the vehicle driven.

Note 3: All line items (1-7) shall be total in row #8 for each separate category. Row 8 for each column shall be divided by 7 and put in row 9. All bidders shall enter the average total cost that will be annotated (written) on the Base Bid Amount on page 1 of this Bid Form document.

#22ITB134934C-MH
Moving Services

Section 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:

_____ N/A _____ Dollars

(\$ _____) 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>6/14/22</u> _____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: Beltmann Relocation Group

Signed by: charlie shockley
[Type or Print Name]

Title: Account Executive

Business Address: 4897 Lewis Rd Stone Mountain GA 30083

Business Phone: 7706529479

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:

Name	Address
CHARLES SNOOKLEY	3897 LEWIS RD STONE MOUNTAIN 30087

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 services¹ under a contract with **[insert name of prime contractor] Beltmann Relocation Group** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*, ² 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.

211382
EEV/Basic Pilot Program* User Identification Number

Beltmann Relocation Group
BY: Authorized Officer of Agent
(Insert Contractor Name)

Account Executive
Title of Authorized Officer or Agent of Contractor

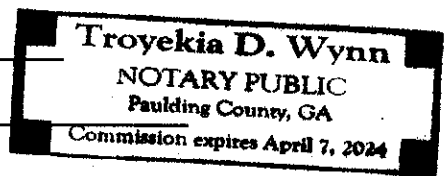
Charlie Shockley
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 22 day of June, 2022

Notary Public: [Signature]

County: Paulding

Commission Expires: _____



¹O.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.

²*[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].

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

On this 22 day of June, 2022

CHARISE SHOCKER 6/22/22
(Legal Name of Proponent) (Date)

[Signature] 6/22/22
(Signature of Authorized Representative) (Date)

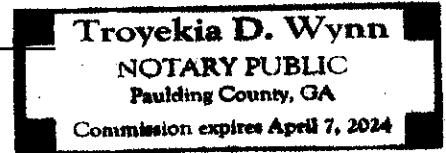
ACCOUNT EXECUTIVE?
(Title)

Sworn to and subscribed before me,

This 22 day of June, 2022

[Signature]
(Notary Public)

(Seal)



Commission Expires 4/7/2024
(Date)

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 services³ under a contract with **[insert name of prime contractor]** N/A behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*, ⁴ 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: _____

³O.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.

⁴*[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].

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

Contractor's Name: Beltmann Group Incorporated

General Contractor's License Number: hg201

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

Signed: *Charlie Shockley*

Date: 6/20/22

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: BELTMANN GROUP INCORPORATED

Performing work as: Prime Contractor XXX Sub-Contractor _____

Professional License Type: MOTOR CARRIER PROPERTY PERMIT

Professional License Number: PP200522

Expiration Date of License: _____

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

Signed:

Charlie Shockley

Date: 6/20/22

(ATTACH COPY OF LICENSE)

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

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

Tom Theisen EXVP 3897 Lewis Rd Stone Mountain

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

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business. Beltmann has grown 13 percent year over year since 2016

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

BELTMANN IS A PRESENT CONTRACT HOLDER FOR MOVING SERVICES

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES



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

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

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

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Charlie Shockley),
Name

Account Executive
Title

Beltmann Relocation Group
Company 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: Charlie Shockley

TITLE: Account Executive

SIGNATURE: 

ADDRESS: 4897 Lewis Rd. Stone Mountain GA 30083

PHONE NUMBER: 7706529479

EMAIL: charlie.shockley@beltmann.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must** be completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name Beltmann Relocation Group

ITB/RFP Name & Number: 22ITB134934C-MH

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** **XX**, is a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
 Male or Female (Check the appropriate boxes).

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

\$ _____ 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>	
(a.)		(b.)	
% of JV	N/A	% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. (**COMPLETE Exhibit B2 FORM**)

Total Dollar Value of Certified Subcontractors: (\$) 0

Total Percentage of Certified Subcontractors: (%) 0

#22ITB134934C-MH
Moving ServicesSection 7
Contract Compliance Requirements

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, 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.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  Title: Account Executive

Business or Corporate Name: Beltmann Group Inc.

Address: 4897 Lewis Rd Stone Mountain GA 30083

Telephone: (678) 252-2550

Fax Number: () _____

Email Address: charlie.shockley@beltmann.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

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

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

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

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Beltmann Relocation Group SIGNATURE: 

NAME: Charlie Shockley TITLE: Account Executive

DATE: 6/20/22

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

NO BONDS WERE REQUIRED FOR THIS PROJECT

22-0874 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134833C-MH, Fire Extinguisher Testing and Maintenance Services in an total amount not to exceed \$75,000.00 with (A) Cintas Fire Protection, Inc. (Norcross, GA) in an amount not to exceed \$45,000.00 and (B) Summit Fire & Security (Loganville, GA) in an amount not to exceed \$30,000.00, to provide fire extinguisher testing and maintenance services on an "as-needed" basis for County facilities. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0875 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITB134934C-MH, Moving Services in an total amount not to exceed \$150,000.00 with (A) Beltmann Relocation Group (Stone Mountain, GA) in an amount not to exceed \$60,000.00; (B) ALS Van Line Services, Inc. (Atlanta, GA) in an amount not to exceed \$50,000.00; and, (C) Tuxedo Logistics, LLC dba Allied Commercial Services (Columbus, GA) in an amount not to exceed \$40,000.00, to provide moving services on an "as-needed" basis for the County. Effective January 1, 2023 through December 31, 2023, with two renewal options.

22-0876 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in the total amount of \$100,000.00 with (A) E. Sam Jones Distributor (Atlanta, GA) in the amount of \$47,000.00, (B) Voss Electric Co. (Marietta, GA) in the amount of \$23,000.00, (C) Summit Lighting Solutions (Lawrenceville, GA) in the amount of \$11,000.00, (D) Regency Lighting (Los Angeles, CA) in the amount of \$15,000.00 and (E) Electrical Contractor (Covington, GA) in the amount of \$4,000.00 to provide ballasts, lamps, light fixtures, and related items on an "as needed" basis for Fulton County facilities and parking lots. Effective dates: January 1, 2023 through December 31, 2023, with two renewal options.

22-0877 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 22ITBC135696C-GS, Law Enforcement Vehicles for Fulton County in AN amount not to exceed \$2,155,600.00 with Brannen Motor Company (Unadilla, GA), for the purchase of 49 vehicles for various County agencies. This is a one-time procurement.