

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

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Denval Stewart

2277A2CEE73F4E3...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Hakeem Oshikoya

756CC64560784CE...

Hakeem Oshikoya

Finance Director

Department

CONTRACTOR:

The Segal Group, Inc.

DocuSigned by:

Robert Burrell

BBC31E0AB5F7479...

Robert Burrell

VP & Consulting Actuary

Attest ☒ Notary

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Zandra Halley

Notary Public

County: Cobb

Commission Expires: 7/29/2021

DocuSigned by:

(Affix Notary Seal)



Please select RCS or RM from the checkbox

RCS

☒ X

RM

ITEM#: _____	RCS: _____	ITEM#: 2021-0164	RM: 3/3/2021
RECESS MEETING		REGULAR MEETING	



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

20RFP110320C-CG

GASB 75 Actuarial Services

For

DEPARTMENT OF FINANCE

Index of Articles

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

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>COMPENSATION</u>
EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT G:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

CONTRACT AGREEMENT

Contractor: The Segal Group, Inc.

Contract No.: 20RFP110320C-CG, GASB 75 Actuarial Services

Address: 2727 Paces Ferry Rd SE Ste 1400
City, State Atlanta, GA 30339

Telephone: (443) 690-6824

Email: rburrell@segalco.com

Contact: Robert Burrell
Vice President

This Agreement made and entered into effective the 1st day of January, 2021 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **THE SEGAL GROUP, INC.** hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Finance hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform for the bi-annual actuarial evaluation and analysis of Fulton County's Other Post-Employment Benefits per the requirements of GASB 75 for governmental entities, 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 March 3, 2021, Item Number 21-0164.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to provide bi-annual actuarial services on a multi-year contract that is renewable each year. This contract includes providing necessary disclosures information per Government Accounting Standards Board No. 75 for Other Post-Employment Benefit plans, as well as within any other applicable GASB standards related to Post Employment Benefit disclosures, as outlined in Section 3. The periods would be for the County's fiscal year ending 2020, 2022, and 2024. 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. The Contractor shall have the right to rely on the accuracy and completeness of the information supplied to it and shall have no responsibility for independently verifying or checking the information supplied for accuracy or completeness. 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 2021, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2021. 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) two-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, 2022 and shall end no later than the 31st day of December, 2022. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$25,000.00 (Twenty-five thousand dollars and no cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

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

ARTICLE 11. **SUSPENSION OF WORK**

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

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

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

ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

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

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

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

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

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

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

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

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

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

18.4 Separate Counsel.

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

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

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

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

ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **VERBAL AGREEMENT**

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

ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Finance
141 Pryor St SW, Ste 7001
Atlanta, GA 30303
Telephone: 404-612-5900
Email: hakeem.oshikoya@fultoncountyga.gov
Attention: Hakeem Oshikoya

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:

Robert Burrell
2727 Paces Ferry Rd. SE Suite 1400
Atlanta, GA 30339
Telephone: (443) 690-6824
Email: rburrell@segalco.com
Attention: Robert Burrell

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.

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

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

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

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

ARTICLE 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:

FULTON COUNTY, GEORGIA

CONTRACTOR:

The Segal Group, Inc.

Robert L. Pitts, Commission Chair
Board of Commissioners

Robert Burrell, Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Hakeem Oshikoya
Director

ADDENDA

(No addenda for this project)

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

SCOPE OF WORK

The Contractor will provide necessary disclosures information per Government Accounting Standards Board No. 75 for Other Post-Employment Benefit plans, as well as within any other applicable GASB standards related to Post Employment Benefit disclosures, as outlined in Section 3. The periods would be for the County's fiscal year ending 2020, 2022, and 2024. The Contractor would be required to produce the information listed above within a valuation report dated January 1, 2021, (and at each successive date if renewed). The information requested would be used by the County within their audited financial statements in order to meet all applicable GASB requirements for reporting information for provided Other Post-Employment Benefits.

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 \$25,000.00 (Twenty-five Thousand and No Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

Fulton County, Georgia

Actuarial Services

GASB 75 and OPEB - Pricing

December 21, 2020



1800 M Street NW Suite 900S
Washington, DC 20036
segalco.com
T 443.690.6824
rburrell@segalco.com

December 21, 2020

Mr. Consuela Glass
Fulton County
130 Peachtree Street, S.W.
Suite 1168
Atlanta, GA 30303

RE: Actuarial Services to Fulton County

Dear Mr. Glass:

We appreciate the opportunity to present our proposal to Fulton County, Georgia (the "County") for annual actuarial valuations and reporting services related to Other Postemployment Benefits (OPEB).

On behalf of Segal, we certify that, to the best of our knowledge and belief, the cost and pricing data is accurate, complete and current as of the date of submission. I confirm that I am authorized to sign on behalf of Segal and that together with our minority subcontractors we will perform the proposed tasks and that our pricing will remain firm for 180 days after the best and final offer.

We look forward to discussing our proposal response with you in greater detail. Please feel free to contact me directly at rburrell@segalco.com or 443.690.6824 with any questions pertaining to our benefits consulting experience and expertise.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Burrell", with a long horizontal flourish extending to the right.

Robert Burrell, ASA, EA, MAAA
Vice President, Consulting Actuary

Table of Contents

Section 8 – Cost	2
------------------------	---

| Section 8 – Cost

COST FORM**Exhibit 1**

Submitted To: Fulton County Government

Submitted By: The Segal Company (Eastern States), Inc. d/b/a Segal

For: **RFP # 20RFP110320C-CG, GASB 75 Actuarial Services**

Submitted on December 21, 2020,

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

The Bidder further declares that he has examined the Request for Proposal for Financial Advisory Services and informed himself fully in regard to all requirements requested 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 services and deliverables to complete the work in full and complete accordance with the 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 additional services except as requested by the County using the rate per hour that is bid.

THE TOTAL BASE BID FOR THE PROJECTS IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER. THE COUNTY DESIRES SEPARATE BIDS. AND A TOTAL BID. FOR THE LSITED PROJECTS/DEBT ISSUANCES AS REQUESTED IN THE RFP.

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

TOTAL BASE BID AMOUNT (Add amounts in columns 1. Do not include any Bid Alternates)

\$ 78,000

(Dollar Amount in Numbers)

Seventy eight thousand 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.

BASE BID AMOUNT

Pricing is for each fiscal year that the analysis is to be performed as described in the Scope of Work section.

	1 GASB 75 Actuarial Services	2 Additional Services Hourly Rate
Fees- 2020	\$ 25,000	\$ 250 - \$500, Depending on staff level
Fees- 2022	\$ 26,000	\$ 250 - \$500, depending on staff level
Fees- 2024	\$ 27,000	\$ 250 - \$500, depending on staff level
Total	\$ 78,000	\$ 250 - \$500, depending on staff level

Note 1: All fees bid should be inclusive of any out of pocket expenses, which are not paid separately under this contract.

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_o_t_a_P_l_i_c_a_b_l_e _____ 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>11/25/20</u>	6	12/17/2020
ADDENDUM#	<u>2</u>	DATED	<u>12/8/20</u>		
ADDENDUM#	<u>3</u>	DATED	<u>12/14/20</u>		
ADDENDUM#	<u>4</u>	DATED	<u>12/14/20</u>		
	<u>5</u>		<u>12/14/20</u>		

BIDDER: _____

Signed by: _____

[Type or Print Name]

Title: ___ V_i_c_e_P_r_e_s_i_d_e_n_t'-, _C_o_n_s_u_l_t_i_n_g'-A_c_t_u_a_r_y-=====

Business Address: 1800 M Street NW. suite 900 S

Washington, DC 20036

Business Phone: 443.690.6824

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
Robert Burrell	1800 M St, NW Suite 900 S Washington DC 20036

END OF SECTION

EXHIBIT E

PURCHASING FORMS

Fulton County, Georgia

Actuarial Services

GASB 75 and OPEB – Purchasing Forms

December 21, 2020



555 Main Street, Suite 555
New York, NY 55555-5555
segalco.com
T 212.251.5555 / M 212.251.5555
consultantname@segalco.com

December 21, 2020

Ms. Consuela Glass
Fulton County
130 Peachtree Street, S.W.
Suite 1168
Atlanta, GA 30303

RE: Actuarial Services to Fulton County

Dear Ms. Glass:

We appreciate the opportunity to present our proposal to Fulton County, Georgia (the "County") for annual actuarial valuations and reporting services related to Other Postemployment Benefits (OPEB) We trust that this proposal will demonstrate that Segal Consulting (Segal) is best qualified to provide the requested OPEB valuations and consulting. Our proposal addresses each of the services requested and all required forms have been submitted under each required proposal response section.

Segal's Purchasing Forms A-F are attached.

We look forward to discussing our proposal response with you in greater detail. Please feel free to contact me directly at rburrell@segalco.com or 443.690.6824 with any questions pertaining to our benefits consulting experience and expertise.

Sincerely,



Robert Burrell, ASA, EA, MAAA
Vice President, Consulting Actuary

Table of Contents

Purchasing Forms (A- F).....	2
------------------------------	---

| Purchasing Forms (A- F)

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

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.

**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]** Segal (Eastern States), Inc on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program² 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.

13-1835864

EEV/Basic Pilot Program* User Identification Number

[Signature]

BY: Authorized Officer of Agent (Insert Contractor Name)

Vice President, Consulting Actuary
Title of Authorized Officer or Agent of Contractor

Robert Burrell, ASA, EA, MAAA
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 21st day of December, 2020. Notary Public: _____

County: Cobb

Commission Expires: September 29, 2021

[Signature]



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.

**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]** The Segal Company (Eastern States), Inc. d/b/a Segal 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.

Not applicable
EEV/Basic Pilot Program* User Identification Number

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

Vice President, Consulting Actuary
Title of Authorized Officer or Agent of Subcontractor

Robert Burrell, ASA, EA, MAAA
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 21st day of December

[Signature]
(Notary Public)



Commission Expires: September 29, 2024
(Date)

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., 1TB, 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 C: OFFEROR'S DISCLOSURE FORM ANOUESJIONNAIBE

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.

Segal is an independent, privately-held consulting and actuarial firm, owned by its active officers, with no shareholder owning more than 5% of the common stock. Operational policies are set, and the organization is governed, by an 11-member Board of Directors, including two outside directors. Implementation of policies, development of strategies and day-to-day operations are the responsibilities of the Chief Executive Officer.

Directors: Joseph LoCicero, David Blumenstein, Eugene Keilin, J. Robinson Lynch, John R. DeMairo, Susan Crotty, Eileen Flick, John E. Gingell, Diane M. Gleave, Stuart H. Lerner, and Andrew Sherman
Corporate Officers: Joseph A. LoCicero, Chairman, David Blumenstein, President and Chief Executive Officer, Ricardo M. DiBartolo, Senior Vice President, Treasurer and Chief Financial Officer, and Kimberly Banks MacKay, Senior Vice President, Secretary/General Counsel

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.

- In 2017, the firm acquired Marco Consulting Group to expand our investment consulting services, and Segal Rogerscasey (the SEC-registered investment consulting member of The Segal Group, Inc.) was renamed Segal Marco Advisors.
- In 2018, the firm acquired Touchstone Consulting Group, based in Worcester, MA, which provides retirement, health and welfare, actuarial and related employee benefit consulting services.
- In 2019, Segal acquired Benz Communications, an award-winning, industry-leading HR and employee benefits communications consulting firm.
- In January 2020, Segal acquired LRWL Inc., a leader in public sector retirement systems implementation services.

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 had within the last five (5) years: (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.

Segal is the County's current health consultant. Paulus Ackah has worked with the County over the past two years as a member of the pension valuation team and has received indirect revenue from the County as an employee of Segal. To the best of our knowledge, no member of the proposed team has received direct revenue from the County.

LIIIGATION.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 or Offeror, which directly arose from activities conducted by the businessunit 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 Offerer, member of Offerer'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, Offerer 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 Offerers, 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 attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 21st day of December, 2020

Robert Burrell December 21, 2020
(Legal Name of Proponent) (Date)

 December 21, 2020
(Signature of Authorized Representative) (Date)

Vice President, Consulting Actuary
(Title)

Sworn  subscribed before me,

Th Q day of   day of  


(Notary Public)



Commission Expires      2024
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name:

Segal (Eastern States), Inc.

Performing work as: PrimeContractor X Subcontractor/SubConsultant _____

Professional License Type: Actuarial Certificates _____

Professional License Number: Each team members SOA certificate is included in our proposal under Actuarial Certificates.

Expiration Date of License: See each team member's SOA certification

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: December 21, 2020

(ATTACH COPY OF LICENSE)

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offerer Segal (Eastern States), Inc is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

NOT APPLICABLE
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public) (Seal)

Commission Expires: _____
(Date)

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offerer Segal (Eastern States), Inc is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

NOT APPLICABLE
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public) _____ (Seal)

Commission Expires: _____
(Date)

Control No. 0331970

STATE OF GEORGIA**Secretary of State**

Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

**C ERTIFICATE
OF
EXISTENCE**

I, Brian P. Kemp, Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

THE SEGAL COMPANY (EASTERN TRADING), INC.

Foreign Profit Corporation

was formed or was authorized to transact business on 06/05/2003 in Georgia. It is in compliance with the applicable filing and registration provisions of Title 14 of the Official Code of Georgia Annotated and has not been dissolved, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on the 11th day of September 2010

B. P. Kemp

Brian P. Kemp
Secretary of State

Certification Number: 6146345-1 Reference:
Verify this certificate online at <http://corp.sos.state.ga.us/corp/soskb/verify.asp>

COBB COUNTY OCCUPATIONAL LICENSE

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649
(770) 528-8410

EVANS "OC" ON

2727 PAOE;S FERRY RO, SUITE 1400

DATE ISSUED

01-411-2019

0 /BJA THE SEGAL CO
333 WEST 34TH ST, 850
NEW YORK, NY 100 01



GERMIFICATE UMIIER

8644

FOR YEAR

20HI

CERTIFICATE EXPIRES
12-31-2019

TYPE GENERAL



CERTIFICATE MUST BE DISPLAYED
IF IS CARRYING WITH NO VALID IF CARRYING OR BUSINESS LOCATION CHANGES
PROFESSIONAL, LITIGANT, ATTORNEY, AT LAW ARE NOT REQUIRED TO DISPLAY

BUSINESS DESCRIPTION

CLASSIFICATION CODE

CLASSIFICATION NAME

674203

CONSULTANT - FINANCIAL

1921.00

20HIC CHANGE OF BUSINESS ADDRESS

HI.00

PAYMENT DATE 03-14-2019

03 2 1,921.00

m 0.00

*m; O.OD

,,,8 0.00

SUB TOTAL \$ 1,931.00

5 0.00

PENALTY J 0.00

1 esr i 0.00

TOTAL 1,931.00

CD - Bus License Certificate, 8644, 2019, THE SEGAL CO


BUSINESS LICENSE DIVISION M, > f, IAGER

'fnD
AUTHORIZ D INITIALS

IMPORTANT NOTICE

1. If the holder of this license is a non-resident of Georgia, they must obtain a valid Georgia driver's license within 30 days of the date of issuance of this license.
2. Pre-licensing education is required for all new license holders. The holder must complete the required education within 90 days of the date of issuance of this license.
3. The holder must maintain a valid Georgia driver's license at all times while this license is in effect.
4. The holder must not be under the influence of alcohol or drugs while operating a vehicle.

PLEASE DISPLAY

243423

Georgia Business License

Control Number : AB04658

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, Brad Raffensperger, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

THE SEGAL COMPANY (SOUTHEAST), INC. a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 17420329
Date Inc/Auth/Filed : 10/16/1968
Jurisdiction : Georgia
Print Date : 06/27/2019
Form Number : 211



Brad Raffensperger

EXHIBIT F

CONTRACT COMPLIANCE FORMS

Fulton County, Georgia

Actuarial Services

GASB 75 and OPEB – Contract Compliance Forms

December 21, 2020



1800 M Street NW Suite 900S
Washington, DC 20036
segalco.com
T 443.690.6824
rburrell@segalco.com

December 21, 2020

Ms. Consuela Glass
Fulton County
130 Peachtree Street, S.W.
Suite 1168
Atlanta, GA 30303

RE: Actuarial Services to Fulton County

Dear Ms. Glass:

We appreciate the opportunity to present our proposal to Fulton County, Georgia (the "County") for annual actuarial valuations and reporting services related to Other Postemployment Benefits (OPEB) We trust that this proposal will demonstrate that Segal Consulting (Segal) is best qualified to provide the requested OPEB valuations and consulting. Our proposal addresses each of the services requested and all required forms have been submitted under each required proposal response section.

Our contract compliance forms are attached.

We look forward to discussing our proposal response with you in greater detail. Please feel free to contact me directly at rburrell@segalco.com or 443.690.6824 with any questions pertaining to our benefits consulting experience and expertise.

Sincerely,



Robert Burrell, ASA, EA, MAAA
Vice President, Consulting Actuary

| Table of Contents

Contract Compliance Documents	3
-------------------------------------	---

Contract Compliance Documents

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.

Segal has read and understands the above Fulton County policy.

Implementation of Equal Employment Opportunity (EEO) Policy

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Segal has read and understands the above Fulton County policy.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete Exhibit B, Equal Employment Opportunity Report ("EEOR"), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

Segal has read and understands the above Fulton County policy.

Title VI Non-Discrimination Policy (600-71)

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.

Segal has read and understands the above Fulton County policy.

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation.

The EBO Plan must identify and include:

1. Potential opportunities within the scope of work of this solicitation that will allow for participation of racial, gender or ethnic groups.

Segal will not partner with a subcontractor on this project. Even though Segal is capable of providing all the requested services to the County, we have discussed the possibilities and advantages of a partnering opportunity with vendors located in Fulton County, should one present itself and we are hired as the County's benefit consultant.

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

We understand that Fulton County does not have stated small and disadvantaged business participation goals for this project, but we also understand that Fulton County supports the growth and sustainability of the County's small businesses and minority/women/disadvantaged businesses through business services partnerships, thereby assisting in their economic growth. Should opportunities for partnership arise, we believe we can utilize a local County small/minority or woman owned business to better service the County's needs.

If we are selected for this contract and we identify one of the specialized tasks mentioned in the scope of services that are best carried out by firms specializing in that particular discipline in the local marketplace, we will engage a specialty professional small/minority and/or woman owned subcontractor to fulfill the need.

Any use of a subcontractor by Segal will be subject to Segal's subcontractor vetting process and prior approval by the County, and will also be consistent with the County's desired objectives.

DETERMINATION OF GOOD FAITH 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 Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of subconsultants/ subcontractors.

Written documentation demonstrating the Prime Contractor’s outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding prebid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County’s bid board, as well as other efforts. Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

We have demonstrated we have made all efforts to reasonably ensure that minority and female business enterprises (M/FBE) have had a full and fair opportunity to compete and win subcontracts on this project. Segal used the County’s M/FBE list and found fourteen (14) firms that are able to assist us.

At this time, we were not able to negotiate a partnering opportunity. We will reach out to the above mentioned firm, in the future, should an opportunity arise where Segal is not able to perform the required service.

PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, subconsultants 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, subconsultants 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.

Segal agrees to the above certification.

REQUIRED FORMS

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers must submit the following completed documents in a separate sealed envelope marked "Contract Compliance Exhibits."

- *Exhibit A – Promise of Non-Discrimination*
- *Exhibit C – Schedule of Intended Subcontractor Utilization*

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

- *Exhibit B – Equal Employment Opportunity Report (EEOR)*
- *Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services (To be submitted only by subcontractor/sub-consultant/suppliers of winning Prime prior to contract execution)*
- *Exhibit E – Prime Contractor's Subcontractor Utilization Report (To be submitted monthly with pay applications)*

All Contract Compliance documents Exhibits A, C and the EBO Plan are to be placed in a separate sealed envelope clearly marked "CONTRACT COMPLIANCE"

See below. We have uploaded these in Bidnet - BID DOCUMENTS - CONTACT COMPLIANCE EXHIBITS.

Equal Business Opportunity Plan

The Segal Company (Eastern States), Inc.

*2727 Paces Ferry Road
Building One, Suite 1400
Atlanta, GA 30339
(678) 306-3100*

Equal Business Opportunities Plan (EBO)

Segal Consulting is an equal opportunity employer and has reinforced its commitment to equal employment by maintaining an Affirmative Action Plan. The President & CEO has ultimate responsibility to ensure that equal employment opportunity is a reality throughout the Company. The Chief People Officer is responsible for directing equal employment activities and ensuring that policies and procedures are followed and equal employment opportunity objectives are met under Executive Order 11246, as amended, the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Act of 1974.

All employees are expected to share in the Company's commitment and must not discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race, color, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, medical condition, marital status, citizenship status, military service status, or any other characteristic protected by state or federal law or local ordinance. When necessary, the Company will reasonably accommodate employees and applicants with disabilities if the person is otherwise qualified to safely perform all of the essential functions of the position.

Employees and applicants will not be subjected to harassment, intimidation, threats, coercion or discrimination because they have: 1) filed a complaint; 2) assisted or participated in an investigation or compliance review hearing; 3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or 4) exercised any other right protected by federal, state or local law requiring equal opportunity. All employees are encouraged to voice complaints, problems or suggestions regarding equal employment opportunities. Such complaints, problems or suggestions should always be directed to Human Resources. Failure of a manager or supervisor to cooperate in the area of affirmative action is not acceptable and will be considered detrimental to the Company.

Question 1

Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.

The Segal Company (Eastern States), Inc. has reviewed the solicitation carefully and knows that diversity and equal business opportunity is important to Fulton County. Our company will be using subcontractors for the following services: health benefit consulting services.

Question 2

Efforts that would be made by **The Segal Company (Eastern States), Inc.** to encourage, use and solicit minority and female owned business would be to:

1. Use the **Fulton County's Minority, Female and Service Disabled Data Base** (because there vendors are qualified and certified with the county).
2. **Network** with companies that specialize in the same service and/or commodity that our company does by utilizing the vendor list from the pre-bid conference.
3. Contact our local business partners, that we have already proposed partnership on other jurisdictional public sector procurement opportunities.

At Segal, we are committed to a culture of diversity and inclusiveness, as demonstrated through our recruitment, retention and employee development programs. We maintain an environment that respects and builds on the assets and talents of each person, valuing their differences. We also engage in good faith efforts to maintain an environment free from discrimination and harassment in strict compliance with applicable laws, and consider all qualified candidates for employment without regard to their race/ethnicity, national origin, color, religion, gender, sexual orientation, gender identity or expression, age, disability or medical condition, protected veteran or military status, criminal record history, marital status, or status in any group or class protected by applicable federal, state or local law. We also engage in affirmative action to employ and advance in employment qualified women, minorities, disabled individuals and protected veterans. Maintaining a diverse and inclusive workforce is a win/win, and provides Segal with the opportunity to leverage our top talent to provide innovative solutions to our clients.

While our company does not have a formal supplier diversity program and we do not track the number of minority persons, females or persons with a disability performing more than 50% of services for the vendors we contract with, Segal establishes business relationships for servicing our clients that reflect our commitment to equal opportunity and diversity. Segal does work with, through the procurement process, business enterprises owned by minorities, women and persons with a disability, as well as small business enterprises and typically engages minorities and women-owned business enterprises (M/WBEs) to participate in its client engagements. As a federal government contractor, Segal promotes a culture and work environment that is diverse, inclusive and compliant with Affirmative Action by prohibiting discrimination against all protected classes including qualified veterans and individuals with disabilities and requires a similar commitment to Affirmative Action by the prime contractors and subcontractors we work with.

Mentorship Program:

Segal has a formal mentorship program that provides a structured approach to creating, implementing and facilitating mentor / mentee relationships across the organization. Program participation as mentees and/or mentors is open to all employees with at least one year of employment. Mentoring relationships range from 6-12 months in duration depending on mutually agreed upon goals and objectives.

Mentorship Program goals include: career development, personal growth, building bench strength for key positions and leadership roles and, networking.

Mentor and Mentee participants are required to attend a mandatory training program, develop a mentoring action plan, document mutual consent to the mentoring relationship and, submit periodic progress reports via a feedback survey tool designed for this purpose.

Segal's Mentorship Program exists under the auspices of the Human Resources (HR) Department and overseen by a HR Department designate as the Program's Manager.

Employee Development and Advancement:

Segal provides formal, group-oriented and less formal, individual-oriented training support to facilitate the learning, development and advancement of its employees across the organization and, does so regardless of gender, ethnicity and/or other protected categories of employees.

Formal training programs, typically, address required professional development needs for job performance and career advancement through Segal's multiple career paths. This includes development of knowledge, skills and professional credentials as applicable to an employee's role and career path. Formal training is designed and delivered in the following ways: in-house by Segal employees having responsibility for or involvement in organization development matters; external, third-party vendors having a particular expertise in a needed area of training and; external professional and industry-related association meetings offering learning and development opportunities for any/all professionals who are associated with the industry.

Less formal, individual-oriented training and development initiatives include on-the-job training, Segal's Mentorship Program, creating mandatory annual development plans between managers and employees company-wide and, employee attendance at external professional/industry association meetings and networking events.

Diversity and Inclusion at Segal:

Segal launched its Diversity & Inclusion Program in 2017 to further support the maintenance and enhancement of diversity and inclusiveness within and across Segal's workforce and culture. This is a multi-faceted program that has, as a core element, the creation of Business Resource Groups (BRG) as an important avenue for engaging all employees on a direct basis and encouraging employees to support and contribute to Segal's Diversity & Inclusion (D&I) Program objectives and goals. Integral to the mission of any BRG that is formed, is the advancement of diversity and inclusiveness at Segal, a commitment that focuses on the betterment and well-being of both employees from all walks of life as well as Segal, as a

business enterprise. BRGs and Segal's D&I Program is overseen by a Steering Committee that provides guidance, encouragement and collaboration across the company.

Another aspect of Segal's D&I Program is the annual updating and communicating of workforce EEO Challenges and Goals to Segal Leadership and referencing identified EEO Goals as one of multiple contexts to guide the development and implementation of recruitment and staff development programs to address identified workforce under-representations.

Planning & Budgeting:

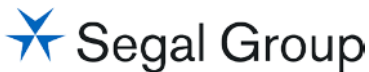
Business Unit Leaders, in collaboration with their HR Directors and with D&I Steering Committee oversight and guidance, are required to develop their D&I action plans on a yearly basis to include request for resources to carry approved action plans out. These action plans are updated during the July time period, subsequently, to the Company's Affirmative Action workforce analysis and planning that results in updating the Company's EEO Challenges and Goals. Updated EEO Goals are shared with all Business Unit Leaders and business unit action plans are updated in a corresponding way. Budgets are established on a business unit by business unit basis, in response to approved action plans and resource requests.

Action plans are required to address recruitment, internal staff development/advancement, BRG formation and support and any other actions defined that support promoting a culture of diversity and inclusiveness at Segal.

D&I Committee Oversight:

When Segal launched its D&I program, a steering committee was immediately formed. The Committee, currently, consists of 5 members, 3 Business Unit Leaders and 2 Human Resources Department members. The Committee is currently tasked with operationalizing Segal's D&I program. This includes formalizing Committee protocols and rules of engagement. Currently, the Committee is meeting about once per month and more frequently as needed as it collaborates with business units and employees around a variety of initiatives. The Steering Committee exists to both guide and make-decisions in response to development and implementation of policies and procedures. Importantly, the Steering Committee is encouraging employees and providing guidance and support for the creation of Business Resource Groups (BRG) and we will be launching our first BRG this December named the Women's Leadership Council BRG.

If questions or for more information about the above programs, please contact Pat Knuff, Vice President and Talent Acquisition Program Director via email: pknuff@segalco.com or phone: 212-251-5410.



333 West 34th Street New York, NY 10001-2402
T 212.251.5410 www.segalgroup.net

J. Patrick Knuff
Vice President Talent Acquisition
Programs
pknuff@segalco.com

November 20, 2019

RE: **Fulton County, GA - Segal RFP – Healthcare Benefits Consulting Services**
(#19RFP10172019C-BK)

To Whom it Might Concern:

This letter is meant to address a question on your Workforce Analysis Affirmative Action Report asking us to describe our recruitment, hiring, training and promotion antidiscrimination practices at Segal. This letter describes Segal's Affirmative Action program that includes the launch of a new Diversity & Inclusion Program in 2019.

Pursuant to the requirement of 41 C.F.R. / 60-2.17 (a), the Company has assigned me as its Affirmative Action Officer (AAO), responsible for the implementation of its equal employment opportunity and affirmative action program. To ensure effective implementation, the AAO has the authority, resources, support and access to the Company's top management.

Responsibilities of the AAO include:

- Developing policy statements, affirmative action programs, and internal and external communication techniques.
- Advising management on the interpretation and implementation of the EEO Policy, the Company's Program, and the associated laws and regulations.
- Identifying Equal Employment Opportunity areas needing improvement.
- Assisting management and other supervisory personnel to solve Equal Employment Opportunity problems.
- Holding regular discussions with management and supervisory staff to be certain that the Company's policy on affirmative action is being followed.
- Designing and implementing audit and reporting systems that will measure the effectiveness of the Company's program, indicate if there exists a need for remedial action, and determine the degree to which the Company's affirmative action goals and objectives have been met.
- Advising management of the Program's effectiveness and developing action-oriented programs to solve any problems.



- Serving as liaison between the Company and enforcement agencies, female and minority organizations, community action and other groups concerned with employment opportunities for females and minorities.
- Conducting periodic auditing of hiring, training programs and promotion patterns to aid in the attainment of goals and objectives.
- Finding ways to make known the Company's Equal Employment Opportunity activities to local female and minority organizations, community action and other groups with increasing the employment and upgrading of females and minorities.

As such, Segal is committed to its equal opportunity in employment programs for any applicant for employment or any employee by not basing employment decisions on age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation (defined in s. 111.32(13m), Wis. Stats.) or national origin. Segal also makes provisions for holding supervisors and managers accountable for affirmative action initiatives within their respective areas; and is committed to abiding by s. 16.765, Wis. Stats., state regulations, and federal laws pertaining to equal employment opportunity and affirmative action during the life of a contract with the State of Wisconsin.

The Company's action-oriented programs are designed to attain established goals and objectives and to identify and eliminate any problems, which may arise. The following programs are continuing:

- Recruiting efforts include contacting minority and female professional organizations, as well as maintaining relationships with the State Department of Labor and the U.S. Veterans Administration.
- The Company participates in job fairs held by the International Association of Black Actuaries (IBA) which seeks to further the education of, and employment of, black actuarial professionals and students worldwide.
- The Company continues to develop and maintain on-going relationships with colleges and universities with high female and minority populations for recruitment purposes.
- Recruitment sources are briefed regarding the Company's needs and clear and concise arrangements are made for the referral of applicants, follow-up sources and feedback on the disposition of applicants.
- The Company utilizes the services of Monster, Career Builder, AskEarn.org, DiversityJobs.com, and the EOE journal to assist them in the recruitment of protected veterans and individuals with disabilities.
- Through the Company's new hire paperwork, all new employees are given the opportunity to identify their race, disability and protected veteran status.
- Job descriptions are prepared and evaluated periodically to insure that the Company does not screen out, by the description, a disproportionate number of females, minorities, individuals with disabilities or protected veterans. This review process insures that the

descriptions accurately reflect the job functions and are in compliance with all relevant regulations, statutes and laws.

- The Company has developed certain management development programs that are available to all employees according to job requirements and the relevance of program content to job duties. Equal Employment and Affirmative Action updates are provided to all managers and supervisors to advise them of their Affirmative Action obligations.
- To encourage employees to continue their professional education, the Company has a tuition reimbursement program in place. Further information regarding this program can be obtained by contacting Human Resources.
- As part of the Company's program, the Company makes certain that Company sponsored social and recreational activities are not segregated. The Company actively encourages all employees to participate in Company sponsored events.
- The Company does not discriminate on the basis of religion or national origin. In addition to its efforts to recruit, hire, promote and otherwise treat affirmatively the members of various religious and ethnic groups, the Company makes reasonable accommodations to the religious observances and practices of those employees requesting such accommodation.
- The Company offers employees alternative work arrangements, which are customized plans that offer some flexibility in work schedules, for those employees trying to balance work, family and personal responsibilities. Flextime (adjusted start and stop times around core business hours), job sharing, telecommuting, and part-time hours are the types of arrangements that may be offered.
- Further, I am a member of the **Diversity & Inclusion** Steering Committee, responsible for oversight of Segal's recently launched Diversity & Inclusion Program (see attached program deck). We have conducted kick-off meetings with the Company's entire senior leadership team and, are in the process of conducting outreach to Segal's employee population to solicit and encourage their participation via the formation of Business Resource Groups (BRG) that will be organized and led by employee, each BRG having the mission of enhancing diversity and special interest needs of employees.

Please let me know if you have questions or wish to discuss the Company's commitment to its Equal Employment Opportunity and Affirmative Action programs.

Sincerely yours,



EXHIBIT A- PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Robert Burrell),
Name

Vice President, Consulting Actuary

Segal (Eastern States), Inc.

Title

Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Robert Burrell

TITLE: Vice President, Consulting Actuary

SIGNATURE: 

ADDRESS: 1800 M Street NW, Suite 900 SI Washington, DC 20036-5880

PHONE NUMBER: 443.690.6824

EMAIL: rburrell@segalco.com

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name Seal Eastern States, Inc

ITB/RFP Name & Number: ~~CASB-75 Actuarial Services-20RFP410320C-CG~~

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 (WFBF); **If yes, please attach copy of recent certification. (Check the appropriate box/es)
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: NOT APPLICABLE

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

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

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

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

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

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

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

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

Total Dollar Value of Subcontractor Agreements:(\$)
--

Total Percentage of Subcontractor Value:(%)
--

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

Signature:_____ **Title:**_____

Business or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

NOT APPLICABLE

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

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

AMOUNT OF PAY APPLICATION THIS PERIOD:\$ _____

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

TOTAL AMOUNT PAID YEAR TO DATE:\$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____
(Signature)

(Printed Name)

Notary: _____

Date: _____

My Commission Expires: _____

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SEGACOM-01

ALYSONSTRUCK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2021

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

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

PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803	CONTACT NAME: PHONE (A/C, No, Ext): (516) 327-2700		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Federal Insurance Company		20281
	INSURER B : Pacific Indemnity Company		20346
	INSURER C : INSURER D : INSURER E : INSURER F :		

INSURED
The Segal Company (Southeast), Inc.
2727 Paces Ferry Road SE
Bldg. 1, Suite 1400
Atlanta, GA 30339-4053

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			36038114	2/28/2021	2/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73596984	2/28/2021	2/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			79896228	2/28/2021	2/28/2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	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 <input checked="" type="checkbox"/> N	N / A	71738381	2/28/2021	2/28/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Fulton County Government, its' officials, officers and employees are included as an Additional Insured ATIMA where required by written contract. Primary Non-Contributory and Waiver of Subrogation status applies subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government - Purchasing Dept.
 130 Peachtree Street S.W.
 Suite 1168
 Atlanta, GA 30303-3459

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

Matthew

2422

g		
An Risk Services Northeast, Inc. New York, New York One Liberty Plaza 165 Broadway, Suite 301 New York, NY 10006 USA	(800) 83-71	(800) 363-0105
	-	
		#
	renich Insurance Company	3
The Segal Company (Southeast), Inc. 77 Paces Ferry Road SE Building 1, Suite 100 Atlanta, GA 30339-053 USA		

[illegible]

<p>Fullton county overment Purchasing Department 130 Peachtree Street, S.W. Suite 168 Atlanta, GA 30303-359 USA</p>	<p><i>Non Risk Services Northeast, Inc.</i></p>
---	---



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
03/08/2021

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1521 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546">INSURER A: Allied World Assurance Company (US) Inc</td> <td data-bbox="1388 514 1521 546">19489</td> </tr> <tr> <td data-bbox="803 546 1388 577">INSURER B:</td> <td data-bbox="1388 546 1521 577"></td> </tr> <tr> <td data-bbox="803 577 1388 609">INSURER C:</td> <td data-bbox="1388 577 1521 609"></td> </tr> <tr> <td data-bbox="803 609 1388 640">INSURER D:</td> <td data-bbox="1388 609 1521 640"></td> </tr> <tr> <td data-bbox="803 640 1388 672">INSURER E:</td> <td data-bbox="1388 640 1521 672"></td> </tr> <tr> <td data-bbox="803 672 1388 688">INSURER F:</td> <td data-bbox="1388 672 1521 688"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allied World Assurance Company (US) Inc	19489	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Allied World Assurance Company (US) Inc	19489														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED The Segal Company (Southeast), Inc. 2727 Paces Ferry Road SE Building 1, Suite 1400 Atlanta, GA 30339-4053 USA															


COVERAGES
CERTIFICATE NUMBER: 570086297218
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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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"/> PROJECT <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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	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	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			03127573	02/28/2021	02/28/2022	Limit (1) \$2,000,000

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

CERTIFICATE HOLDER
CANCELLATION

Fulton County Government - Purchasing Dept. 130 Peachtree Street S.W. Suite 1168 Atlanta, GA 30303-3459 USA	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 
---	--

Holder Identifier :

Certificate No : 570086297218

EXHIBIT H

PAYMENT & PERFORMANCE BONDS

(No payment & performance bonds were required for this project)