

**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. 21RFP1026C-MH

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:  
*Robert L. Pitts*  
14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONTRACTOR:

Corporate Cost Control, Inc.

DocuSigned by:  
**Brad Goff**  
0AEDB264DA0E434...

Brad Goff Director, Contracts

ATTEST:

DocuSigned by:  
*Tonya R. Grier*  
EEC476C4837648D...

Tonya R. Grier  
Interim Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
*Cheryl Ringer*  
9C2373DF03B4FA...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
*Hakeem Oshikoya*  
756CC64560784CE...

Hakeem Oshikoya  
Finance Department

Finance Director

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

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

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

(Affix Notary Seal)

Please select RCS or RM from the checkbox

RCS

RM

ITEM#: 2021-1027 <b>RECESS MEETING</b>	RCS: 12/15/2021	ITEM#: _____ <b>REGULAR MEETING</b>	RM: _____
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Insurance Certificate to be attached







**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**21RFP1026C-MH**

**UNEMPLOYMENT INSURANCE SERVICES**

**For**

**The Finance Department**

**Corporate Cost Control, Inc.**

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**APPENDIX 1:**

## CONTRACT AGREEMENT

Consultant: **Corporate Cost Control, Inc.**

Contract No.: **21RFP1026C-MH, Unemployment Insurance Services**

Address: **50Nashua Rd.**  
City, State Londonderry, NG 03053

Telephone: **714-830-7393**

Email: **brad.goff@experian.com**

Contact: **Brad Goff**  
**Contracts**

This Agreement made and entered into effective the 1<sup>st</sup> day of January 2022 and end the 31<sup>st</sup> day of December 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Corporate Cost Control, Inc.**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its **Finance Department** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to **perform claims administration for unemployment compensation benefits administered by the Georgia Department of Labor**, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant 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 Consultant agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant 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: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms

- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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 Consultant'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 RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant'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 **December 5, 2021, BOC# 21-1027.**

#### 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 Consultant agree the Project is to **perform claims administration for unemployment compensation benefits administered by the Georgia Department of Labor.** 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 Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant 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 Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

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

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant 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 Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant 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 Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

**MULTI-YEAR CONTRACT TERM**

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

**a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the 1<sup>st</sup> day of January 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2022. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments



provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2023 and shall end no later than the 31<sup>st</sup> day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2024 and shall end no later than the 31<sup>st</sup> day of December, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

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

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

**d. Same Terms**

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

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

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

ARTICLE 10. **COMPENSATION**

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

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

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

Consultant 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 Consultant 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 sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Consultant, 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 Consultant 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 Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

The remedy for a dispute should be any remedies allowed by law..

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant 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** the consultant will perform the services in a timely manner.
- (4) The County may, by written notice to Consultant, terminate Consultant'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 Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

ARTICLE 15. **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 Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant 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 Consultant 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 Consultant 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 16. **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 17. **INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent

Consultant 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 Consultant or any of its agents or employees to be the agent, employee or representative of County.

**ARTICLE 18. PROFESSIONAL RESPONSIBILITY**

Consultant 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 Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant 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 Consultant without the prior written consent of the County.

**ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

**ARTICLE 20. ACCURACY OF WORK**

The Consultant will perform the services in a timely manner, and relies on the data that is provided by the County in performing the services.

**ARTICLE 21. REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

## ARTICLE 22. INDEMNIFICATION

**22.1 Professional Services Indemnification.** With respect to third party liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, 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 third party liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the gross negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a grossly negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant's obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, any claim arising from a third-party action naming County based on a claim that the Services as and when furnished by Consultant and provided to the County for the County's use hereunder infringes any actual patent, trademark, copyright, or service mark, or license right, but excluding any administrative proceedings with the United States Patent and Trademark Office, including Post Grant Review, Inter Partes Review, and Covered Business Method Review; provided however, that (a ) County agrees to notify Consultant in writing promptly of any claim; (b) Consultant shall have the exclusive right to control the defense and all negotiations for any settlement or compromise; (c) at Consultant's request, the County shall reasonably assist Consultant in the defense of any such claim; and (d) Consultant may, at its election, (i) secure a right or license to allow County to continue using the Services; (ii) provide other data or require use of the Services in such a way that avoids the claim; (iii) modify the Services or use to the extent minimally required thereof to avoid the claim; or if none of these alternatives is available on a commercially reasonable basis, then (iv) terminate the particular feature of the Services or applicable Schedule that is the result of the claim. Consultant shall be liable only for its portion of the covered losses determined, on an objectively fair and equitable basis, to be attributable to Consultant based on the relative materiality of the role played by the Services in the claim . Subject to the provisions of **Article 45** \_\_\_ "Limitation of Liability", this Section shall constitute the County's sole remedy and Consultant's maximum liability for intellectual property infringement claims arising out of Consultant's performance of this Agreement.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all third party claims or liability for compensation under the

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

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

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

**22.4 Separate Counsel.**

**22.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the

claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant 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).

**22.5 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 23. **CONFIDENTIALITY**

The Unemployment Compensation Management Services (UCM) services are a hard service, and the formatting, creation, and know-how, of the reports belong to the Consultant. The County owns the data within the reports and can use the reports, but the Consultant cannot give the County ownership of the reports in their entirety..

#### ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

a. County Data. As used in the Agreement, "County Data" means any non-public data or information provided by or on behalf of County to Consultant in connection with County's request for the Services and which does not constitute Consultant Property (as defined below). County Data is and shall continue to be the exclusive property of County. Except as otherwise permitted in a Schedule, Consultant agrees to (i) use County Data only for purposes of providing the Services to County, and (ii) take reasonable steps to maintain the confidentiality of County Data and prevent unauthorized access, use or disclosure of County Data. County agrees that (a) it shall provide current, complete and accurate data as necessary for Consultant to provide the Services (b) it owns and shall maintain all right, title and interest in, or has full and sufficient authority to use in the manner contemplated by this Agreement; and (c) the County Data and Consultant's use thereof shall not infringe upon or misappropriate any patent, copyright, trade secret, or other proprietary right of any third party or otherwise conflict with the rights of any third party. County agrees to defend and indemnify and hold Consultant and its affiliates harmless from and against all damages, liabilities, claims, losses, costs and expenses that Consultant may incur, suffer, become liable for or which may be asserted or claimed against Consultant as a result of provision of inaccurate data or information by County to Consultant or County's non-performance of any obligation with respect Consultant's provision Deleted: 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 of the Services, or a breach of any warranty, representation or covenant as provided in this Agreement. b. Consultant Property. The parties acknowledge and agree that the Services may include the delivery, access or use of (i) any data or information related to consumers and/or businesses, in each case provided or made available by or on behalf of Consultant to County, (ii) information, instructions, technical literature, and materials supplied or otherwise made available or provided by

Consultant to County on behalf of itself or any third-party provider, which Consultant may amend from time to time, regarding the access and use of the Services and (iii) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual consumer (collectively, "Consultant Property"). County represents and warrants that it shall not resell the Consultant Property, and that it shall only access, receive and use the Consultant Property in the manner explicitly permitted in a Schedule. c. Confidential Information. County and Consultant agree not to disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other party, except as required in the course of performing Services or as otherwise required under the Agreement or as required by applicable law and the Georgia Open Records Act O.C.G.A Section 50-18-70 et seq. Unless prohibited by applicable law, County and Consultant each agree to use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information of a similar nature, but not less than reasonable care. The term "Confidential Information" means in any form: (a) all information marked confidential, restricted or proprietary; or (b) any other information that is treated as confidential by the disclosing party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally. The parties agree that Confidential Information does not include County Data. Without limiting the generality of the foregoing, the parties agree that Consultant's Confidential Information includes the confidential, proprietary, and trade secret information of Consultant, its affiliates and their respective licensors and suppliers, which information includes, but is not limited to: (i) models, attributes, weights, data structures, Consultant PINs, pricing structures, and application programming interfaces, (ii) the Agreement, (iii) any other types of information applicable to the Services as maybe identified in a Schedule, and (iv) any copies or derivatives of such data or information.

#### ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant 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 Consultant for the purpose of securing business and that Consultant 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 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, 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 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant 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. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **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 28. **SUBCONTRACTING**

Consultant 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 29. **ASSIGNABILITY**

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

However, Consultant may assign the Agreement or any of its rights under it to its affiliates or a subsequent owner without the County's consent.

ARTICLE 30. **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. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

The County will have the right to audit or inspect Consultant's billing records relating to the County to assure compliance with the terms of the Agreement. The Consultant will be responsible for assuring full cooperation with the County in connection with such audits and will provide the County or obtain for the County access to such billing records as the County may reasonably require for such purpose.

ARTICLE 32. **ACCOUNTING SYSTEM**

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

ARTICLE 33. **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 Consultant 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 34. **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:

Ray Turner  
141 Pryor Street, Suite 7001  
Atlanta, GA 30303  
Ray.turner@fultoncountyga.gov  
Attention : Ray Turner

**With a copy to:**

Department of Purchasing & Contract Compliance  
Interim 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 Consultant shall be addressed as follows:

**Corporate Cost Control, Inc.**  
**Experian North American**  
**475 Anton Blvd.**  
**Costa Mesa, CA 92626**  
Telephone: 714-830-7393  
Email: [brad.goff@experian.com](mailto:brad.goff@experian.com)  
Attention: **Brad Goff**

**ARTICLE 35. 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 36. EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant 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 sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 37. FORCE MAJEURE**

Neither County nor Consultant 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 Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

**ARTICLE 38. OPEN RECORDS ACT**

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

**ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

**ARTICLE 40. INVOICING AND PAYMENT**

a. Fees and Payment. The County shall pay Consultant for the Services in the amounts agreed upon in writing and set forth in the applicable Compensation exhibit or other mutually agreed pricing document. If the County requests a change to any business requirements relative to, or cancels, a Service, or any portion thereof, after Consultant has commenced work, The County agrees to pay Consultant for its costs incurred for such work in process. If the Services are substantially completed at the time of such change or cancellation, the County agrees to pay Consultant the full price for such Services. Consultant's invoices will be deemed to be correct and acceptable to the County unless the County advises Consultant of disputed items within ten (10) days of their receipt. Payments shall be made to Consultant within thirty (30) days of invoice date. If County fails to pay any invoice in accordance with the foregoing terms, Consultant reserves the right to suspend the Services and the County also shall pay interest on the unpaid amount at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law. The prices and rates for the Services do not include taxes. County shall be solely responsible for all federal, state, local, or foreign sales or use taxes levied or assessed in connection with Consultant's performance of the Services, other than income taxes assessed with respect to Consultant's net income, for which income taxes Consultant will be solely responsible. The County shall pay Consultant a credit card surcharge on payments The County makes by credit card.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

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

**Via Email:**

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

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

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

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

**County's Right to Withhold Payments:** The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, 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 Consultant 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. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants 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.

ARTICLE 41. **TAXES**

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant 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 Consultant 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 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant 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.

**ARTICLE 45: Warranty Disclaimer and Limitation of Liability.**

THE COUNTY AGREES THAT CONSULTANT'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY THE COUNTY TO CONSULTANT UNDER THE AGREEMENT FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE ALLEGED LOSSES OR INJURIES DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE ALLEGED LOSSES OR INJURIES BY CONSULTANT FIRST ACCRUED. THE COUNTY FURTHER ACKNOWLEDGES THAT THIS ARTICLE 45 APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPRESENTS A FAIR ALLOCATION OF THE RISK BASED ON THE FEES CONSULTANT CHARGES FOR THE SERVICES AND APPLIES EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD PARTIES, OR WILLFUL INFRINGEMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE. Warranty Disclaimer: BECAUSE THE SERVICES INVOLVE CONVEYING INFORMATION PROVIDED TO CONSULTANT BY THE COUNTY AND OTHER SOURCES, CONSULTANT CANNOT AND WILL NOT, FOR THE FEE CHARGED FOR THE SERVICES, BE AN INSURER OR GUARANTOR OF THE ACCURACY OR RELIABILITY OF THE SERVICES, CONSULTANT PROPERTY OR THE DATA CONTAINED IN ITS VARIOUS DATABASES. IN ADDITION, CONSULTANT MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONSULTANT SERVICES, ANY CONSULTANT PROPERTY, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY CONSULTANT HEREUNDER, AND CONSULTANT HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE CONSULTANT SERVICES TO BE UNINTERRUPTED OR ERROR-FREE, NOR DOES CONSULTANT MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE SERVICES WILL MEET THE COUNTY'S REQUIREMENTS. ADDITIONALLY, CONSULTANT DOES NOT GUARANTEE OR WARRANT A PARTICULAR OUTCOME OR SUCCESS BASED ON ITS PERFORMANCE OF THE SERVICES.

# **ADDENDA**





Date: October 19, 2021

Project Number: 21RFP1026C-MH

Project Title: Unemployment Insurance Services

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

**ADDENDUM NO. 1 Questions and Answers**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.1, 15day of December, 2021.

Corporate Cost Control, Inc. a part of Experian  
Legal Name of Bidder/Proposer

Cynthia Keaton  
Signature of Authorized Representative

Vice President, Client Services  
Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.

4. The successful Offeror 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 Offeror 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 Offeror is solely responsible for arranging for the service to be performed.

6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

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

9. All proposals and 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 proposals and 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 needed for this project

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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### 3.3 SCOPE OF WORK

The Consultant shall be responsible for all of Fulton County's risk and obligation for unemployment compensation benefits administered by Georgia Department of Labor, and access to its unemployment account.

#### 3.3.1 Claims Administrator Services

Services of the claims administrator shall include:

- payment of unemployment benefit reimbursing obligations
- cost forecasting/budgeting
- specific cost allocation of County Departments maximum annual benefit risk capitation
- comprehensive claims and hearing management
- quarterly unemployment benefits charge verification, reporting and timely submission of invoice to Fulton County. (ie. 48hrs) Electronic submission accepted
- education and training
- technical support and reporting
- complimentary services which can piggyback on the data feed
- Report claims and liability data monthly

#### 3.3.2 Required Services

The Consultant must provide the following required unemployment services:

3.3.2.1 Attend Quarterly review meetings with Fulton County.

3.3.2.2 Become the address of record for all unemployment compensation Georgia Department of Labor (DOL) related matters. The selected vendor will notify the DOL (copy Fulton County) that they were awarded the contract and submit the necessary information to become the address of record for all DOL unemployment compensation documents.

3.3.2.3 Maintain a list of Fulton County "HR Liaisons" for the County departments and use these representatives as the primary point of contact for each unemployment action as required.

3.3.2.4 Total management of quarterly unemployment benefit reimbursing obligations. The vendor's total program fee proposal will be fixed, not to exceed maximum annual fee. The vendor will provide Fulton County with an accurate annual fee to be used for budgeting each ensuing year's total unemployment costs.

3.3.2.5 Claims and Hearing Management. Evaluate and administer all claims and claim determinations, and protest invalid claims and determinations, as appropriate. The successful vendor will manage all claims in a timely and accurate manner to protect the interests of the County. The vendor will prepare for and attend appeal hearings with appropriate department personnel in a consulting capacity. The vendor will contact appropriate department personnel prior to all appeals hearings to advise of the proper defenses of cases, documentation required, determine the appropriate witnesses, and to answer questions about the process.

3.3.2.6 Benefit Charge Verification. Audit all benefit charges against individual claim records to ensure the accuracy and validity of charges. Protest all

erroneous charges and obtain refunds when applicable. The vendor shall note that any payments made regarding unemployment claims shall not include other benefits or employer liability not includable under the laws of the State of Georgia.

3.3.2.7 Education and Training. Conduct initial training in group sessions to familiarize Finance Department and all departmental representatives with the unemployment process and the firm's procedures. Conduct ongoing training as needed to maintain understanding and support of the program. Provide complete procedures manual to each department, customized to the specific program implemented for the County. Provide all forms.

3.3.2.8 Technical Support and Reporting. Provide monthly reports to the County Finance Department listing all claims filed, status and obligations. Collect and store all claims data. The vendor is also responsible for obtaining, storing and safekeeping all county payroll data.

3.3.2.9 Comprehensive Program Management. The successful vendor shall provide an implementation plan and client services plan defining the vendor's proposed method of fulfilling the requirements of the **RFP**.

3.3.2.10 Complimentary Services. Provide any additional services that can be provided economically by virtue of the fact that there would be a data link between the two organizations.

## **EXHIBIT D**

### **PROJECT DELIVERABLES**

Deliverables are contained in the Scope  
of Work



## PROJECT DELIVERABLES

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# **EXHIBIT E**

# **COMPENSATION**

## COMPENSATION

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed **\$6,400.00**. The detailed costs are provided below:

## SECTION 9 – EXHIBITS

### ▪ Cost Proposal Form

The Cost Proposal Forms are provided in Section 9 – Exhibits, Exhibit 1 of this RFP. The Proposer is required to complete all of the Cost Proposal Forms provided.

Description of Service	Cost
Claims Administrative Services	\$ 2400.00
Appellate Services	\$ 640.00
Benefit Charge Auditing Services	\$ 2560.00
Infrastructure/Reporting/Client Relations	\$ 800.00
<b>TOTAL</b>	<b>\$ 6400.00</b>

Proposers shall provide a comprehensive package of services to be performed. Any methodology presented must include claims management, hearing attendance, benefit charge auditing, management reporting available in electronic format and the ability to provide custom reporting. Costs for additional services should be listed separately.

**Any and all out-of-pocket expenses for firm personnel (e.g. travel, lodging and subsistence) will not be reimbursed by Fulton County. All estimated out-of-pocket should be considered within your firm's proposed fees**

**Vendor's Legal Name:** Corporate Cost Control, Inc, an Experian Company

**Contact Person:** Cynthia Keaton

**Email Address:** cynthia.keaton@experian.com

**#21RFP1026C-MH, Unemployment Insurance Services**

**EXHIBIT F**

**PURCHASING FORMS**

**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.

**This form will be forthcoming as the Officer responsible for signing is out of the Country.**

**STATE OF GEORGIA  
COUNTY OF FULTON**

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

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

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

1714613  
EEV/Basic Pilot Program\* User Identification Number

Experian  
BY: Authorized Officer of Agent (Insert Contractor Name)

HR Generalist  
Title of Authorized Officer or Agent of Contractor

Amanda Tran  
Printed Name of Authorized Officer or Agent

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

Notary Public: \_\_\_\_\_ *Please See Attached.*

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

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

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

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 9

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

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*Signature of Document Signer No. 1*                      *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

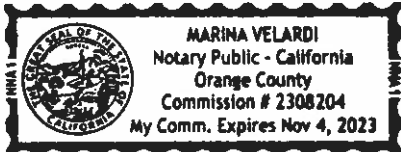
State of California  
 County of Orange

Subscribed and sworn to (or affirmed) before me  
 on this 8<sup>th</sup> day of December, 2021,  
 by                      Date                      Month                      Year

(1) Amanda Tran

(and (2) \_\_\_\_\_),  
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.



Signature *[Handwritten Signature]*  
*Signature of Notary Public*

*Seal*  
 Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_



**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 services<sup>3</sup> under a contract with [insert name of prime contractor] Experian behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1714613  
EEV/Basic Pilot Program\* User Identification Number

Experian  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

HR Generalist  
Title of Authorized Officer or Agent of Subcontractor

Amanda Tran  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

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

*Please see attached  
nw*

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

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

**This form will be forthcoming as the Officer responsible for signing is out of the Country.**

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

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

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

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- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

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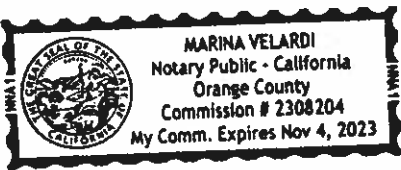
6 \_\_\_\_\_

*Signature of Document Signer No. 1*                      *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Orange

Subscribed and sworn to (or affirmed) before me  
 on this 8<sup>th</sup> day of December, 2021,  
 by                      Date                      Month                      Year  
 (1) Amanda Tran  
 (and (2) \_\_\_\_\_),  
    *Name(s) of Signer(s)*



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature [Signature]  
    *Signature of Notary Public*

*Seal*  
 Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**  
 Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

Corporate Cost Control, Inc is wholly owned by Experian PLC. Experian's Board and director information can be found at <https://www.experianplc.com/about-us/board-and-senior-management/>

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.

CCC has been growing over the last five years. In 2017 we acquired UTA & Heiss Gibbens Company. We then opened two new offices, acquired Mars Stout and at the end of 2019 were acquired by Experian Holdings Inc. Experian sought to acquire a strong business which would lead to a new Employer Services business unit.

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.

To the best of our knowledge no employee, agent, or representative of Corporate Cost Control, Inc. has directly or indirectly had a business relationship with Fulton County or received revenues from conducting business with Fulton County.

**LITIGATION DISCLOSURE:**

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

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

(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                    XNO

(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                    XNO

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

Circle One:                    YES                    XNO

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                    XNO

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                    XNO

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                            XNO

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

Circle One:            YES                            XNO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 26 day of October, 2021

Corporate Cost Control, Inc. 10/26/2021  
(Legal Name of Proponent) (Date)

[Signature] 10/26/2021  
(Signature of Authorized Representative) (Date)

Client Experience Manager  
(Title)

Sworn to and subscribed before me,

This 26 day of October, 2021

[Signature]  
(Notary Public) (Seal)

Commission Expires 11 Feb 24  
(Date)



**Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

Corporate Cost Control, Inc is wholly owned by Experian PLC. Experian's Board and director information can be found at <https://www.experianplc.com/about-us/board-and-senior-management/>

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.

CCC has been growing over the last five years. In 2017 we acquired UTA & Heiss Gibbens Company. We then opened two new offices, acquired Mars Stout and at the end of 2019 were acquired by Experian Holdings Inc. Experian sought to acquire a strong business which would lead to a new Employer Services business unit.

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.

To the best of our knowledge no employee, agent, or representative of Corporate Cost Control, Inc. has directly or indirectly had a business relationship with Fulton County or received revenues from conducting business with Fulton County.



**LITIGATION DISCLOSURE:**

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

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

(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                    XNO

(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                    XNO

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

Circle One:                    YES                    XNO

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                    XNO

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                    XNO

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                            XNO

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

Circle One:            YES                            XNO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 26 day of October, 2021

Corporate Cost Control, Inc. 10/26/2021  
(Legal Name of Proponent) (Date)

[Signature] 10/26/2021  
(Signature of Authorized Representative) (Date)

Client Experience Manager  
(Title)

Sworn to and subscribed before me,

This 26 day of October, 2021

[Signature]  
(Notary Public) (Seal)

Commission Expires 11 Feb 24  
(Date)



**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/Offeror Experian 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.

Experian  
(BUSINESS NAME)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

HR Generalist  
(OFFICIAL TITLE OF AFFIANT)

Amanda Tran  
(NAME OF AFFIANT)

[Signature]  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

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

*Please see above.*  
*M.*

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

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

**This form will be forthcoming as the Officer responsible for signing is currently out of the Country.**

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

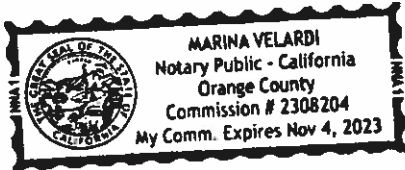
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 6 \_\_\_\_\_

*Signature of Document Signer No. 1*                      *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Orange

Subscribed and sworn to (or affirmed) before me  
 on this 8<sup>th</sup> day of December, 2021,  
 by                      Date                      Month                      Year  
 (1) Amanda Tran  
 (and (2) \_\_\_\_\_),  
    *Name(s) of Signer(s)*



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature [Signature]  
    *Signature of Notary Public*

*Seal*  
 Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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/Offeror Experian 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.

Experian  
(BUSINESS NAME)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

HR Generalist  
(OFFICIAL TITLE OF AFFIANT)

Amanda Tran  
(NAME OF AFFIANT)

[Signature]  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

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

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

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

*Please see attached  
m*

**This form will be forthcoming as the person responsible for completing is out of the Country.**

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

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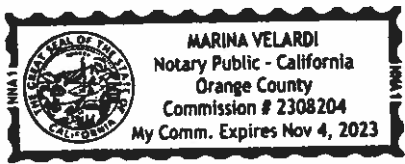
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*Signature of Document Signer No. 1*                      *Signature of Document Signer No. 2 (if any)*

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State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me  
on this 8 day of December, 2021,  
by                      Date                      Month                      Year  
(1) Amanda Tran  
(and (2) \_\_\_\_\_ ),  
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.  
  
Signature *[Signature]*,  
Signature of Notary Public

Seal  
Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**  
Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**EXHIBIT G**

**OFFICE OF CONTRACT COMPLIANCE  
FORMS**



**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We ( Cynthia Keaton ),  
Name

Vice Presiednt, Client Services  
Title

Corporate Cost Control, Inc. a part of Experian  
Company Name

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

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

NAME: Cynthia Keaton TITLE: Vice President, Client Services

SIGNATURE: Cynthia Keaton

ADDRESS: 50 Nashua Rd, Londonderry, NH 03503

PHONE NUMBER: 800-207-6926 ext 475 EMAIL: cynthia.keaton@experian.com

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

Prime Bidder/Proposer Company Name Corporate Cost Control, Inc. a part of Experian

ITB/RFP Name & Number: Unemployment Insurance- 21RFP1026C

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

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

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

JV Partner(s) information:

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

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

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

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

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

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

Signature: Cynthia Keaton Title: Vice President, Client Services

Business or Corporate Name: Corporate Cost Control, Inc. a part of Experian

Address: 50 Nashua Rd, Londonderry, NH, 03053

Telephone: ( 800 ) 207-6926 ext. 475

Fax Number: ( ) N/A

Email Address: cynthia.keaton@experian.com

### UTILIZATION REPORT – Post Award

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







**EXHIBIT C FORM  
SUBCONTRACTOR CONTACT FORM**

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
Not applicable							

Company Name: Corporate Cost Control, Inc. a part of Experian

Project # & Title: 21 RFP1026C-Unemployment Insurance

Printed Signature: Cynthia Keaton

Date: 12/4/2021

**EXHIBIT H**

**INSURANCE AND RISK MANAGEMENT  
FORMS**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/23/2021

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

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

<b>PRODUCER</b> Commercial Lines - (312) 442-7200  USI Insurance Services LLC 222 South Riverside Plaza, Suite 900 Chicago, IL 60606	<b>CONTACT NAME:</b> Elaine Shellstrom <b>PHONE (A/C, No, Ext):</b> 630.625.5234 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> elaine.shellstrom@usi.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Experian Holdings, Inc. and all Subsidiaries (Including Strategic Cost Control, Inc. dba Corporate Cost Control) ATTN: Vitas Plioplys, 955 American Lane Schaumburg, IL 60173	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A :</b> Sentry Insurance A Mutual Company</td> <td style="width: 20%; text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER B :</b> Travelers Property Casualty Co of America</td> <td style="text-align: center;">24988</td> </tr> <tr> <td><b>INSURER C :</b></td> <td style="text-align: center;">25674</td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER A :</b> Sentry Insurance A Mutual Company	<b>NAIC #</b>	<b>INSURER B :</b> Travelers Property Casualty Co of America	24988	<b>INSURER C :</b>	25674	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER C :</b>	25674												
<b>INSURER D :</b>													
<b>INSURER E :</b>													
<b>INSURER F :</b>													

**COVERAGES**

**CERTIFICATE NUMBER: 15325684**

**REVISION NUMBER: See below**

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		901904903	4/1/2021	4/1/2022	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 \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractual Liability \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			90-19049-04	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		ZUP-14P75640-21-NF	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-19049-01 90-19049-02	4/1/2021 4/1/2021	4/1/2022 4/1/2022	<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)

Certificate holder is included as an additional insured on the General Liability policy, as required by written agreement.

**CERTIFICATE HOLDER**

**CANCELLATION**

Fulton County Government 141 Pryor Street SW Suite 7001 Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **SECTION 9 – EXHIBITS**

## **SECTION 10 – APPENDICES**

**Non-Applicable**

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

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

DocuSigned by:  
**Brad Goff**  
0AEDB264DA0E434...

Brad Goff

*Bradley J. Goff*  
\_\_\_\_\_  
Director, Contracts

ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Interim Clerk to the Commission

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Office of the County Attorney

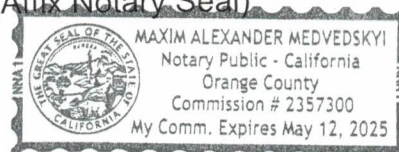
*[Signature]*  
\_\_\_\_\_  
Notary Public

APPROVED AS TO CONTENT:

County: Orange

Commission Expires: May 12th, 2025

(Affix Notary Seal)



ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

Insurance certificate to be attached

