



**CONTRACT DOCUMENTS FOR**  
**21ITB130147C-GS (B)**  
**MODULAR WORKSTATIONS AND FREE STANDING**  
**FURNITURE COUNTYWIDE**

**For**

**DEPARTMENT OF REAL ESTATE AND ASSET**  
**MANAGEMENT**

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## CONTRACT AGREEMENT

Contractor: Office Design Concepts Georgia, LLC

Contract No.: 21ITB130147C-GS, Modular Workstations, and Free Standing Furniture Countywide (B)

Address: 3355 Lenox Road, Suite 750  
City, State Atlanta, GA 30326

Telephone: (404) 423-5562

Email: [sabrina@odc-llc.com](mailto:sabrina@odc-llc.com)

Contact: Sabrina Washington Sylvan  
President

This Agreement made and entered into effective the 1st day of January 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **OFFICE DESIGN CONCEPTS GEORGIA, LLC**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide modular workstations and free-standing furniture, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;



- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 15, 2021, BOC# 21-1041 (B).

#### ARTICLE 2. **SEVERABILITY**

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

#### ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services

specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

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

#### ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

#### ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

#### ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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

**a. Commencement Term**

The “Commencement Term” of this Agreement shall begin on 1<sup>st</sup> day of January 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2022. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

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

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

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

**d. Same Terms**

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

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

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

**ARTICLE 9. COMPENSATION**

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

The total contract amount for the Project shall not exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

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

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

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

**ARTICLE 11. SUSPENSION OF WORK**

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

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

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

## ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said

work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

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

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

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

#### ARTICLE 15. **WAIVER OF BREACH**

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

## ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

## ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

## ARTICLE 18. **INDEMNIFICATION**

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

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

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

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

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

#### **18.4 Separate Counsel.**

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



shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

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

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

#### ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

#### ARTICLE 20. **INSURANCE**

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

shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 21. **PROHIBITED INTEREST**

##### Section 21.01 **Conflict of interest:**

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

##### Section 21.02 **Interest of Public Officials:**

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

#### ARTICLE 22. **SUBCONTRACTING**

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

#### ARTICLE 23. **ASSIGNABILITY**

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

#### ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

#### ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of

the County for examination all of its records with respect to all matters covered by this Agreement.

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

#### ARTICLE 26. **ACCOUNTING SYSTEM**

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

#### ARTICLE 27. **VERBAL AGREEMENT**

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

#### ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management  
Director  
141 Pryor Street, S.W., Suite G119  
Atlanta, Georgia 30303  
Telephone: (404) 612-5900  
Email: [joseph.davis@fultoncountyga.gov](mailto:joseph.davis@fultoncountyga.gov)  
Attention: Joseph N. Davis

**With a copy to:**

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

Notices to Contractor shall be addressed as follows:

Sabrina Washington Sylvan  
President  
Office Design Concepts Georgia, LLC  
3355 Lenox Road, Suite 750  
Atlanta, GA 30326  
Telephone: (404) 423-5562  
Email: [sabrina@odc-llc.com](mailto:sabrina@odc-llc.com)  
Attention: Joseph Sylvan

**ARTICLE 29. JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

### ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

### ARTICLE 32. **OPEN RECORDS ACT**

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

### ARTICLE 33. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all

support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

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

**Via Mail:**

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

OR

**Via Email:**

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

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

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed

e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

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

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

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

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

## ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County

shall have no liability to the Contractor for payment of any tax from which it is exempt.

#### ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

#### ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.



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

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

**OFFICE DESIGN CONCEPTS  
GEORGIA, LLC.**

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

\_\_\_\_\_  
Sabrina Washington Sylvan  
President

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Notary Public

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Joseph N. Davis, Director  
Department of Real Estate and Asset  
Management

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

(Affix Notary Seal)

<b>ITEM#:</b> _____ <b>RCS:</b> _____ <b>RECESS MEETING</b>
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# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name:	<b>OFFICE DESIGN CONCEPTS GEORGIA LLC</b>	Control Number:	<b>19152891</b>
Business Type:	<b>Domestic Limited Liability Company</b>	Business Status:	<b>Active/Compliance</b>
NAICS Code:	<b>Any legal purpose</b>	NAICS Sub Code:	
Principal Office Address:	<b>3355 LENOX ROAD, STE 750, ATLANTA, GA, 30326, USA</b>	Date of Formation / Registration Date:	<b>11/21/2019</b>
State of Formation:	<b>Georgia</b>	Last Annual Registration Year:	<b>2022</b>

### REGISTERED AGENT INFORMATION

Registered Agent Name: **SABRINA WASHINGTON**  
Physical Address: **3355 LENOX ROAD, STE 750, ATLANTA, GA, 30326, USA**  
County: **Fulton**

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Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,  
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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# **ADDENDA**



**Date:** Wednesday, June 30, 2021

**Project Number:** 21ITB130147C-GS

**Project Title:** Modular Workstations and Free Standing Furniture Countywide

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

**ADDENDUM NO. 1**

**Question: Alternates**

During the Pre-Bid Conference I described our furniture as being able to provide similar configurations, but that all our furniture is mobile. In the bid it states that we are not to bid alternates in the provided forms. How do we submit all the information as an alternate? Provide similar configurations and pertinent documentation? Do we put N/A in the conventional furniture bid? Thanks in advance for your help.

**Answer:** No Alternates Bid will be accepted.

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 1, \_\_\_ day of 7/9, 2021.

Joseph SYLWAN  
Legal Name of Bidder/Proposer

[Signature]  
Signature of Authorized Representative

VP  
Title



**Date:** Wednesday, June 30, 2021

**Project Number:** 21ITB130147C-GS

**Project Title:** Modular Workstations and Free Standing Furniture Countywide

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

**ADDENDUM NO. 2**

**Question: Alternates**

During the Pre-Bid Conference I described our furniture as being able to provide similar configurations, but that all our furniture is mobile. In the bid it states that we are not to bid alternates in the provided forms. How do we submit all the information as an alternate? Provide similar configurations and pertinent documentation? Do we put N/A in the conventional furniture bid? Thanks in advance for your help.

**Answer:** No Alternates Bid will be accepted.

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 2, day of 7/9, 2021.

Joseph Sylvan  
Legal Name of Bidder/Proposer

[Signature]  
Signature of Authorized Representative

VP  
Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

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

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).



# **EXHIBIT B**

## **SPECIAL CONDITIONS**

## **Special Conditions**

The Contractor is to include the following:

- Catalogue & product brochure of furniture line or lines.
- Identification of furniture line's ability to be reconfigured to be flexible and to expand with additional stations of the same and/or different configuration.
- Detailed description identifying how work surfaces, filing systems, various panel heights and glazing components and options are attached and installed to the panel system and if the enclosing partition/ service wall has the ability for work surfaces to be configured off module.
- Identification of the modular systems Plug and Play capability specific to accommodate data, power and communications at
  - 1) Variable heights
  - 2) Desk height
  - 3) Below works surface height
- Enclose a fact sheet on the modular furniture systems technical specifications that meet Fulton County's requirements as outlined in the ITB.
- The first 30 days of warehouse space are to be provided at no charge.

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Contractor shall provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County.

Contractor shall furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County.

Scope of work includes but is not limited to:

- Modular Furniture
- Re-configurations
- Purchase of new furniture
- Inventory of existing materials, and
- Receiving/installation of new material per job
- Office Relocation/Moves as requested

Contractor to provide office furniture systems and standalone furniture for special areas, and associated services for installation and reconfiguration of existing and new furniture environments.

Office Furniture systems are designed to interconnect to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations such as stand-alone workstations, workstation clusters. Office furniture systems generally includes interconnecting, structural panels as central integrating elements or may employ rail, beam, frame, structural upright, core or freestanding based elements.

Systems furniture must have an inherent flexible ability to plug and play with direct connections from and to architecture and other furniture elements within the product line and associated furniture line portfolio; Ability to integrate off module configurations; Ability to establish an infrastructure to enable ease of reconfiguration; Ability to accommodate easy spatial footprint modifications by incremental modules.

Panels/privacy screens, work surfaces, overhead storage, pedestals, filing, task management systems, lighting, electrical and wire management comprises furniture systems. Floor to ceiling demountable walls, partial height architectural type walls, and spine walls which accommodate system furniture components are acceptable as part of a furniture systems product line or when offered in conjunction with a furniture systems product line. "Systems" consisting of traditional conventional furniture such as desks, returns, carrels, credenzas, etc. are not acceptable.

Office furniture may also be designed to accommodate Community Settings. Community settings support collaborative work allowing the user to form small group discussion areas. Community settings may also be used as training, and teaming areas that is composed easily through the arrangement of mobile furniture such as white boards, privacy panels, lounge chairs with laptop or writing surfaces, work and laptop tables.

The requirements contained herein are the minimum required features to be accepted under this contract. The manufacturer may offer additional products, which are designed to enhance the function of the furniture system. Acceptance of products not specified herein is at the contracting officer's option.

## **1. Modular Panels**

Flammability: All panels, face panels, face units, and panel inserts offered shall have a maximum smoke development rating of 450 and a maximum flame spread rating of 25 and shall be rated as Class A (0-25 flame spread rating), Class B (26-75 flame spread) or Class C (76-200 flame spread) when tested as specified herein. All product lines offered for GSA contract must include Class A rated products and may include Class B and Class C rated products.

Acoustics: Acoustical panels must have a minimum noise reduction coefficient (NRC) of 0.65 when tested as specified herein. Face panels, face units, and panel inserts if classified as acoustical must have a minimum noise reduction coefficient of 0.65.

Dimensions: Panels for panel-based systems shall be available in a variety of heights and widths. Furniture systems not based on structural panels must allow for varying sizes of components and workstation configurations.

Connections: Furniture systems shall be capable of connecting in a variety of configurations. Panel based systems shall allow for the connection of panels of differing heights and the connection of two, three or four panels from a single point.

Component Mounting: Panel based systems shall provide for the mounting of components at varying heights on both sides of the panel. Furniture systems not based on structural panels must allow for the support of overhead cabinets, shelves, work surfaces, task lighting, and paper management.

Leveling and Alignment: The system shall provide precise alignment of adjacent panels and/or components and shall include leveling glides to compensate for uneven floors. A minimum 20-mm adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be 25 mm.

- Panels shall be available in 6 nominal widths from of 24" to 60"
- Panels shall be available in 3 nominal heights from 42" to 66"
- Panel thickness shall be 2" nominally
- Panels shall be constructed of a welded steel frame and have no filler material (such as particleboard) for added support.
- Panel skins shall be replaceable without removing the panel from the panel run
- The panel system shall have a universal connector which accommodates panel configurations of in-line, "L", "T", "X"
- Universal panel-to-panel connector shall ship complete with every panel.
- Add-on visual privacy screen is available for attachment to the top of a panel. This is same width or wider than the base panel.
- Panel base covers must be steel with knock outs for receptacles
- Glass stack-on panels are available in frosted/ translucent/clear finish
- Glass panels are available within the system
- Stack-on panels are load bearing
- Panel sizes must dimensionally accommodate various freestanding furniture systems.
- Panels shall have 1" incremental hanging capability inherent in the panel for the full height of the panel surface
- A tack able panel shall be required to eliminate inventory and cost of tack boards
- Panel trim must be steel
- Panel system must have an open non-traditional aesthetic option
- Laminate panel inserts are available for alternate aesthetic.
- Translucent panel inserts are available for alternate aesthetic.
- Fabric stack-on panels are available

## **2. Work Surfaces**

Types. The furniture system shall include work surfaces which are panel/system supported and/or freestanding. When panel/system supported and freestanding surfaces are offered, they shall be of similar construction and appearance and shall allow the integration of both types within a workstation. Panel/system supported surfaces may include cantilever, rail, bracket and end supported. Freestanding surfaces may include open base (C- or T-leg) and full-panel end and shall be designed for use with freestanding and/or mobile pedestals

Construction. Top surfaces shall be laminate or wood veneer. Surfaces shall be balanced to resist warping, and undersides shall be smoothly finished. Edges shall be post formed, solid wood, vinyl T molding or self-edge. When self-edging is used, the corners shall be eased.

- Work surfaces shall be available in rectilinear and curvilinear shapes.
- Rectilinear work surfaces shall be available in the following widths and depths:

Widths: 24", 30", 36", 42", 48", 54", 60", 66" and 72"

Depths: 18", 24", and 30"

- Work surfaces shall be available in curvilinear shapes including corner, extended corners, peninsula, visitor, spanner, transaction, linking and transitional designs
- The system must be comprised of curvilinear work surfaces which allow designers to create interior spaces which support teaming and worker interaction within the workstation through linked and shared work surfaces and conferencing shapes. Curves also provide maximum comfort for the user performing computer intensive work or in multi-task environments.
- The system will include transition work surfaces, which provide shared conference space and uninterrupted curvilinear connection between workstations. Available in different shapes: D-shape, fanned, or bullet, or quarter round.
- The system will include visitor work surfaces, which provide informal meeting spaces for guests within the workstation. Available in different shapes: rounded, bubble or fanned.
- The system will include P-shaped, J-shaped, or bubble shaped work surfaces available for managerial workstations and to accommodate meetings of two or more people.
- Work surfaces shall have a minimum of 45-pound density core particleboard and utilize 3-ply construction.
- Wood laminate option shall be available
- Work surfaces shall have ergonomically friendly edges
- The user-edge of all work surfaces shall have at least a 3/8" radius along the top to provide a comfortable and healthy condition for the user's wrist and arms.
- Work surface cantilevers must have mechanical safety locks standard on all units to protect users from accidental disengagement and to ensure secure attachment in the event of seismic activity.
- Work surfaces shall be a balanced construction of a laminate top and a backer underside surrounding a core of solid wood particleboard.
- The system will include a transition work surface (wave shape) which allows a transition from 18"D to 24"D and 24"D to 30"D work surface depth.
- Work surfaces and work surface accessories shall accommodate cable routing, management, and storage
- Work surfaces shall have the option of cantilever support on both ends
- Cantilevers shall have mechanical safety catches
- Side-support brackets to support the work surface shall be available
- Brackets for attaching work surfaces at right angles shall be available
- Work surface support shall be available in standing height options
- Work surfaces must pass all Nema test standards for High Performance Laminates
- Cantilever shall be universal to accommodate left, right, or shared.

### **3. Overhead Storage**

- Shelf and door units shall be available in nominal widths from 24" to 48"
- Shelf and door units shall have at least a 20-gauge steel construction with baked-on enamel finish
- Upper storage must have option on flat front or curved front doors
- The entire shelf and overhead cabinet shall be of steel to withstand moving and handling.
- Panel mounted steel upper storage cabinets and shelves shall have a minimum of a 1" rear lip to prevent soiling and damage to the panels.
- Panel mounted steel upper storage shall have a minimum usable shelf depth of 12-5/8" to allow for the use of all types of 4" binders and which allows the door to fully close without pushing binders into the panel surface.
- Overhead storage components must have mechanical safety locks standard on all units to protect users from accidental disengagement and to ensure secure attachment in the event of seismic activity.
- Door units shall have the ability to be moved fully assembled
- Front removable locks shall be available
- Locks shall be concealed
- The overhead door shall have an equalizer for easy opening and to prevent the door from pinching/racking when being opened or closed.
- Shelf and door units shall have mechanical safety catches
- Door shall not fall/close when partially extended
- Shelf and door units shall have a lip on the rear of the shelf of at least 1"
- Shelf and door units shall have a built-in opening that allows cables and connectors to pass from top of panel to work surface
- Shelf light shall be concealed when door is open or closed
- Alternate storage must be available for easy user access and different aesthetic.
- Must have storage that can be up mounted.
- Storage doors should meet and exceed ADA requirements for ease of use.
- Finish is to be mid-grade paint finish.

### **4. Mobile Drawer Pedestals and Fixed Pedestals**

Freestanding storage, case goods, desk products, and tables, that are part of the product line offered, are acceptable as furniture systems subject to the contracting officer's approval. These items must meet applicable ANSI/BIFMA requirements that apply to the product offered.

- All drawers within the pedestal and lateral file shall be lockable with one lock.
- Leveling glides are standard to adjust height on uneven floors.
- Pedestals available in nominal 22" and 27" depths.



- Pedestals shall be available with box drawer (6") and file drawer (12" high) options
- Pedestal's depths shall accommodate cable drop behind
- Pedestals shall be available in mobile and fixed varieties and should provide cushion tops for informal visitor seating.
- Pedestals shall have steel construction
- Exterior faces shall have at least 22-gauge steel
- File drawer suspension shall have steel ball bearings and allow for full drawer extension
- Suspension mechanisms shall be enclosed in order eliminate potential for user to be exposed to grease
- Drawers shall have drawer bumpers to cushion and quiet drawers
- Drawers shall have metal pulls not plastic
- Fixed pedestals shall attach to the work surface
- Legal-width filing shall be accommodated in file drawer with use of a divider
- Pedestals shall have front removable locks
- Drawer dividers for 6" drawers shall be available
- File divider (for side-to-side filing) for 12" drawer shall be available
- Pedestal drawers shall be removable without tools
- File drawer shall come with compressor with double lip to accommodate a double row of hanging folders.
- Drawers shall have an anti-rebound mechanism to prevent drawers from rebounding.
- Drawer fronts shall be of metal construction with at least 22-gauge steel not plastic.
- Mobile pedestal is available which allows easy repositioning of pedestal.
- Locking mechanism or locking casters are available on mobile pedestal to prevent accidental movement of the pedestal.
- Lateral files available for installation under work surface
- Pedestals, mobile pedestals, and under work surface laterals must be available with at least two perforated steel options
- Pedestals must be available with seat cushions
- Lateral file drawers are controlled by an interlocking mechanism allowing only one drawer to be opened at one time.
- Mobile pedestals shall have optional 3" casters
- Under work surface laterals shall come standard with side to side hanging file frames to file letter or legal-size paper.

## **5. Filing & Storage**

- Towers must be available in two heights 54" and 66" and one depth 24"
- Towers must have an optional dome
- Towers will be freestanding and provide interiors which can be customized for personal coat storage and work-related storage.
- Storage towers must have four styles of pulls available
- Towers shall come standard with front removable lock for file drawers
- Towers shall have option to lock wardrobe and cabinet

- Tower file drawers shall open their full depth for total access to contents
- Tower file drawers shall be able to accommodate hanging files in front to back configuration without requiring frames
- Towers shall have box, box, file configuration available
- 66" Tower shall have a file, file, file option available
- Towers shall have a filing rail available to accommodate legal or side to side filing
- Towers shall have coat rod with shelf configuration available
- Towers shall come standard with leveling glides
- Vertical files must be available with 2-5 drawers
- Vertical files must be available in 2 depths 26 1/2" and 28 1/2"
- Leveling glides are available on towers and vertical cabinets to allow for leveling on uneven floors.
- Vertical files must be available in both letter and legal widths
- Vertical files must have steel ball bearing, full extension suspension
- Vertical files must come with lock as a standard
- Vertical files must have thumb latch for safety
- Vertical files must have full height sides to eliminate hanging file folder frames.
- Vertical files must come standard with an adjustable divider

## **6. Workstation Lighting**

The furniture system shall include task lighting. As a minimum, task lights shall be capable of mounting beneath a shelf or cabinet. All lights offered shall be Underwriters' Laboratories (UL) approved or approved by other independent testing laboratories using recognized industry standards. Task lights shall have individual on/off switches and shall be equipped with a diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position. Shelf lights shall provide glare control and shall be UL and CSA listed. Electronic ballasts are available on shelf lights, which eliminate fluorescent lamp flicker and computer screen interference. Shelf lights shall be concealed under the shelf and the overhead storage cabinet and allow for tool free installation under overhead cabinets and shelves. Shelf light shall have an optional sliding dimmer control, an optional 50 percent enrage ballast and is shipped with lamp. Shelf light shall have cords at least eight feet in length with on/off switch located near the middle of the fixture.

## **7. Power and Cable Management**

Electrical system. The furniture system shall have an electrical system capable of distributing electrical service to several workstations from a central feed point. The electrical system shall have a minimum capacity for three 20-amp circuits. The system shall provide access to electrical power through receptacles located in the panel raceway. The system may include desk height or desk mounted receptacles. All electrical components shall be UL

listed and labeled or tested and labeled by other independent testing laboratories using recognized industry standards.

Raceway. Raceways, which are an integral part of the system, shall be available. Raceways shall be designed to provide distribution of electrical and communication cables and shall provide capacity for a minimum of six 25-pair cables and the electrical system. Powered raceways shall provide access points for placement of receptacles. Raceway covers shall be replaceable without disassembly of the panel.

- Panels and service panel spines shall have the ability to accommodate at least 45+ cat 5 cables at desk top height (preferred) or underneath the work surface at the panel base.
- Panels shall have the capability to vertically and horizontally route data cable
- Service panel system allows lay-in cabling into the base and at mid height.
- Service panel or spines must be modular and allow for plug and play capability to enable easy change of power and data locations at the desktop
- Service panel or spines should enable ease of cable insertion and reconfiguration at different locations and heights within the service wall.
- The power system is available with 3-circuit, shared neutrals power schematic
- The power system is available with 3-circuit, separate neutrals power schematic
- The power system is available with 4-circuit, 3+D power schematic
- The power system is available with 4-circuit, 3I+1 power schematic
- The power system is available with 4-circuit, 2+2 power schematics
- All power schematics must have the ability to accept 15-amp receptacles
- All power schematics must have the ability to accept 20-amp receptacles
- Each circuit shall have access to either the systems ground or isolated ground
- All panels shall have the option to ship with power factory installed
- All panels shall have the option to ship with power field installed
- The panel system shall have base power-ins to accommodate floor power sources
- The panel system shall have utility poles to accommodate ceiling power and data sources
- All electrical components shall be UL and CSA listed and meet the applicable requirements of the National Electrical Code (NEC)/Canadian Electrical Code (CEC)
- Must have user place able power and data receptacles
- All base power-ins come with flexible, liquid-tight conduit.
- Breakaway base power-in available to meet seismic requirements.
- Power routing shall be in the base of the system.
- Power access shall be below work surface height.
- Power access shall be at work surface height.

- Power access shall be at standing height.
- Data access shall be at work surface height.
- Data access shall be at standing height
- Data access shall be at below work surface height

## **8. Category of Finish/Surface Materials**

Finish grade category to be mid-grade for fabric, paint finish.

- Laminate surface finish to be grade category
- Surface material offerings include wood laminate options (work surfaces only)
- Surface material offerings include a minimum of 5 paint colors
- Surface material offerings include a minimum of 6 laminate colors
- Surface material offerings include a minimum of 8 families of fabrics
- Surface material offerings include panel inserts

## **9. Test Requirements**

The furniture system shall be tested in accordance with the requirements listed below. Representative sample, i.e., worst case testing, is not acceptable for flammability or acoustics.

Flammability. The fire test shall be conducted in accordance with American Society for Testing and Materials (ASTM) Standard E84-8a, Standard Method of Test for Surface Burning Characteristics of Building Materials, by an independent laboratory, the vendors ISO Guide 25 self-certified testing facility, or the vendors ISO 9001 registered facility. The test report shall be not more than one year old at the time set for receipt of offers, and during the term of the contract new testing shall be conducted every three years if the panel construction has not changed. If panel construction is changed new fire tests are required. The test report must state the panel series tested and must state in detail the construction of the panel tested. The test shall be conducted on the entire assembled panel (the complete core, adhesive, decorative fabric, frame and joining components). The test must be conducted on each different fabric, and interior construction. However, additional fabrics may be offered for inclusion under the contract without additional ASTM E-84 testing provided the following conditions are met: (1) An ASTM E-84 test was conducted on the complete panel, which is acceptable to GSA. (2) The fabric on the panel tested under E-84 was tested and complies with National Fire Protection Association (NFPA) Standard No. 701. (3) The additional fabrics offered were tested and comply with NFPA No. 701. (4) There are no other changes in the panel construction.

Alternatively, testing may be conducted in accordance with Underwriters Laboratories (UL) Standard No. 723 or National Fire Protection Association (NFPA) Standard No. 255.

Panel acoustics. The acoustical test for the NRC shall be conducted, by an independent laboratory, the vendors ISO Guide 25 self-certified testing facility, or the vendors ISO 9001 registered facility, in accordance with ASTM Standard C423-08a, "Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method."

The test report shall be not more than three years old at the time set for receipt of offers, and during the term of the contract new testing shall be conducted every five years if the panel construction has not changed. If panel construction is changed a new acoustical test is required. The test report must state the panel series tested and must state in detail the construction of the panel tested. The test shall be conducted on the entire assembled panel, full-face area (the complete core, adhesive, decorative fabric, frame, raceway and joining components). NRC shall utilize an average measurement over the four standard octave intervals, 250, 500, 1000 and 2000 Hz. Both sides of the panel shall be tested. The test must be conducted on each different interior construction offered as an acoustical panel.

Electrical system. The electrical system shall meet the requirements of UL Standard 1286, as applicable.

Panel, panel supported components, overhead storage units, and keyboard surfaces. Unless otherwise noted, panels, panel components, panel mounted components, and keyboard surfaces units shall be tested in accordance with the applicable requirements of American National Standard ANSI/BIFMA X5.6-2003. Representative items shall be selected for testing based on worst case conditions.

Freestanding work surfaces, tables, and computer support furniture. Freestanding work surfaces, tables, and computer support furniture shall be tested in accordance with the requirements of American National Standard ANSI/BIFMA X5.5-2008.

Freestanding/stationary and mobile pedestals. Drawer pedestals shall be tested in accordance with the applicable sections of ANSI/BIFMA X5.9-2004. Any devices used to maintain the stability of the unit, such as counterweights, shall be included in all product furnished under the contract.

Notes.

ANSI/BIFMA. Standards are available from BIFMA International, 678 Front Avenue NW, Suite 150, Grand Rapids, MI 49504-5368. (616) 285-3963

ASTM. Standards are available from the American Society for Testing and Materials, 100 Barr Harbor Dr., West Conshohocken, PA 19428-2925. (610) 832-9585

NFPA. Standards are available from the National Fire Protection Association, 11 Tracy Drive, Avon, MA 02322. (800) 344-3555

UL. Standards are available from Underwriters Laboratories, Inc., 333 Pfingston Rd., Northbrook, IL 60062-2096. (877) 854-3577

## **10. General Conditions**

New modular furniture and free-standing furniture will be reviewed and evaluated specific to Fulton County's Evaluation Criteria and Technical Specifications. Contractor must demonstrate knowledge and certification to handle different furniture systems manufacturers i.e., Herman Miller, Teknion, Steelcase, Knoll.

The Office Furniture Systems Manufacturer must have at least 10 years of systems product experience and an installed base of at least \$550 million over this time period.

- All products, components and hardware shall be standard products as shown in the most recent published price lists or amendments and catalogue. Products offered will be from the current standard published price list.
- Fulton County's furniture needs vary from large projects, to the need for quick ship furniture items. The contractor is requested to identify product standard delivery times and product availability for quick ship program.

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

---

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$400,000.00 (Four Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.



21ITB130147C-GS  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

### BID FORM

Submitted To: Fulton County Government

Submitted By: SABRINA WASHINGTON-SILVAN

For: **Insert Bid# Modula Workstations and Free Standing Furniture**

Submitted on 7/9, 2021.

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

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

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

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ 75,817.25  
(Dollar Amount in Numbers)

SEVENTY FIVE THOUSAND EIGHT HUNDRED SEVENTEEN AND TWENTY FIVE  
(Dollar Amount in Words) CENT

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

21ITB130147C-GS  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

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

### **BASE BID AMOUNT**

Bidders are to submit separate pricing for the following:

1. New Modular Furniture and Free Standing Furniture Purchase;
2. Installation and Reconfiguration Services for Modular Furniture, Case Goods, and Panel Systems;
3. All Bids must show Prices for product as separate from shipping and installation of product. If shipping and installation is included in the purchase price the bidding vendor must identify the approx. percentage of the price which would be allocated to shipping and installation;
4. Bidders must submit a separate price to break down and re-install a typical 6x8 workstation as per Typical A and a cluster of 4 Typical A workstations as illustrated on Exhibit A, attached.
5. The vendor is to interpret (one) 6x8 workstation configuration and modify the configuration to optimize its design based on their product line with the objective of Increasing visibility from the workstation while maintaining the workstation function and capacity for filing/storage. This workstation should accommodate the same provision of storage which could be reconfigured differently to increase visibility from the workstation with the use of lower panels and glazing segments. The suggestion provided by the vendor highlights the vendors' knowledge of product applications.

This submission should be based on typical A and priced as a single 6 x 8 workstation as shown in Exhibit A. The vendor is to include a plan of the workstation, photograph or axonometric of the workstation configuration, detailed description (1 paragraph) of the configuration advantages and pricing for a single workstation.



Insert Bid #  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

**PRICING:**

**A. Price and itemized breakdown specific for each configuration,**

1. Typical A as diagramed (Exhibit A) as a single workstation; \$ 5552.50
2. Typical B as diagramed (Exhibit A) as a single workstation; \$ 7204.75
3. Typical C as diagramed (Exhibit A) as a single workstation; \$ 7352.75
4. Price for a cluster of (4) workstations for Typical A; \$ 18443.00
5. Price for a cluster of (4) workstations for Typical B; \$ 24,275.00
6. Price for a cluster of (4) workstations for Typical C; \$ 12,989.25
7. Vendors variation of a 6 x 8 workstation as diagramed \$ N/A  
(Exhibit A) (Plan, photograph or axonometric to be provided by bidder).

**B. Bidder must provide catalogs of their offerings, indicate the percentage discount offered:**

- 8 Discount from AIS list price: 50 %
- 9 Discount from MAXON list price: 75 % MAXON
- 10 Discount from Knoll list price: — %
- 11 Discount from AllSteel list price: — %
- 12 Discount from similar equal quality system list price: 65 % COMPATICO
- 13 Discount from DMI list price: — %
- 14 Discounts from ARTOPEX list price: 50 %
15. Discount from Hon list price: 50 %
16. Discount from NATIONA list price: 50 %
17. Discount from approved "equal" list price: 50 % CHERRY MAN IN 15 INDUSTRIES
18. Discount form unlisted items needed to complete a coordinated interior design package: 50 %

**C. Hourly Labor Rate**

19. Labor, flat rate for tearing down and rebuilding existing workstations: \$ 50 /hr.
20. Miscellaneous labor, unit cost per hour (rate must include all related costs such as truck, insurance, equipment, etc. as well as handling and transportation): \$ 45 /hr.
21. Pre-approved overtime/weekend hourly rate:  
(Reimbursed by Fulton County) \$ 65 /hr.
22. Design and project management cost per hour, per project:  
(Vendor must have the ability and resources to visit the departments,  
Determine requirements, develop drawings and parts list for projects) \$ 65 /hr.
- 23 Furniture inventory (labor): \$ 65 /hr.

Insert Bid #  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

24 Warehouse space cost per sq. ft. /month, beginning with the second month.  
Space must be secured and environmentally sound. \$ 12 /hr.

All blanks related to items bid must be filled in or the bid will be considered incomplete. The above rates shall be all inclusive, including but not be limited to, charges for vehicles, drivers, pads, tools, equipment, gas and mileage, supervision, insurance, and all labor. No hidden charges will be allowed or compensated.

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

SEVENTY FIVE THOUSAND EIGHT HUNDRED SEVENTEEN Dollars AND <sup>TWENTY FIVE</sup><sub>25</sub> CENT 13

(\$ 75,817.25) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

ADDENDUM #	<u>1</u>	DATED	<u>6/30/2021</u>
ADDENDUM #	<u>2</u>	DATED	<u>7/9/2021</u>
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: OFFICE DESIGN CONCEPTS GA, LLC

Signed by: Joseph Syllan  
[Type or Print Name]

Title: VP

Business Address: 3355 LENOX ROAD SUITE 750  
ATLANTA GA 30326

Business Phone: 281 924 8512 | 404 423 5562

Insert Bid #  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
SABRINA WASHINGTON-SULLIVAN	3355 LENOX ROAD SUITE 750 ATL GA 30326
Joseph Martin Sullivan	3355 LENOX RD SUITE 750 ATL. GA 30326

END OF SECTION

# **EXHIBIT E**

## **PURCHASING FORMS**



21ITB130147C-GS  
Modular Workstations and Free Standing Furniture

Section 6  
Purchasing Forms and Instructions

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] OFFICE DESIGN CONCEPTS GA, LLC 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.

84-3786370

EEV/Basic Pilot Program\* User Identification Number

OFFICE DESIGN CONCEPTS GA, LLC  
BY: Authorized Officer of Agent  
(Insert Contractor Name) X [Signature]

PRESIDENT

Title of Authorized Officer or Agent of Contractor

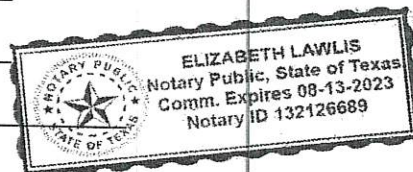
SABINA WASHINGTON  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10 day of July, 2021.

Notary Public: [Signature]

County: Fult Berl

Commission Expires: 08-13-2023



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

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

21ITB130147C-GS  
Modular Workstations and Free Standing FurnitureSection 6  
Purchasing Forms and Instructions

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with [insert name of prime contractor] OFFICE DESIGN CONCEPTS, LLC 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.

1760649491-6  
EEV/Basic Pilot Program\* User Identification Number

OFFICE DESIGN CONCEPTS, LLC  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name) X [Signature]

RESIDENT  
Title of Authorized Officer or Agent of Subcontractor

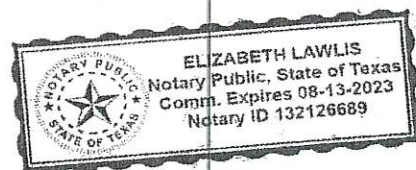
Joseph SYLVAN  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10 day of July, 2021

Notary Public: [Signature]

County: Fulton

Commission Expires: 08-13-2023



<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].



<b>Total Percentage of Subcontractor Value: (%)</b>
---

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

Signature: Title: PresidentBusiness or Corporate Name: OFFICE DESIGN CONCEPTS, GA LLCAddress: 3355 LENOX RD SUITE 750 ATLANTA GA 30326Telephone: (214) 882 712 8851 orFax Number: (834) 383 1430Email Address: ADMIN@odc-llc.com

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

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

*Joseph SYLVAN - V.P.*

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.

*SABRINA WASHINGTON has 51% ownership AND  
Joseph SYLVAN has 49% ownership, Their rolls will include  
SALES, DESIGN, PROJECT MANAGEMENT, ORDER ENTRY  
AND INVENTORY.*

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.

*OFFICE DESIGN CONCEPTS HAS BEEN IN BUSINESS FOR TWENTY ONE  
YEARS IN HOUSTON TEXAS. AFTER COMPLETING GOLDMAN SACKS  
SMALL BUSINESS GROWTH PROGRAM, ODC OPENED A LOCATION IN  
ATLANTA GEORGIA IN 2019. WE ARE CERTIFIED AS AN MBE WITH FULTON.*

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

*NO ONE FROM OFFICE DESIGN CONCEPTS HAS HAD A  
RELATIONSHIP WITH FULTON COUNTY AS OF 7/12/2021*

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO



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

Circle One: YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

21ITB130147C-GS  
Modular Workstations and Free Standing Furniture

Section 6  
Purchasing Forms and Instructions

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 10TH day of July, 2021

SABINA WASHINGTON 7/10/21  
(Legal Name of Proponent) (Date)

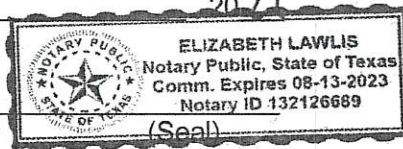
[Signature] 7/10/21  
(Signature of Authorized Representative) (Date)

PRESIDENT  
(Title)

Sworn to and subscribed before me,

This 10 day of July, 2021

[Signature]  
(Notary Public)



Commission Expires 08-13-2023  
(Date)



**CITY OF ATLANTA**  
55 Trinity Avenue SW  
Suite 1350  
Atlanta GA 30303

**OCCUPATION TAX REGISTRATION CERTIFICATE**  
**VALID ONLY WHEN OCCUPATION REGISTRATION TAX**  
**REQUIREMENTS ARE PAID**

**Business Name:**

OFFICE DESIGN CONCEPTS GA LLC  
DBA: OFFICE DESIGN CONCEPTS

**Business Type(s):**

238320 Painting and Wall Covering Contractors  
236115 New Single-Family Housing Construction (except For-Sale Builders)  
236220 Commercial and Institutional Building Construction  
321918 Other Millwork (including Flooring)  
238330 Flooring Contractors  
337214 Office Furniture (except Wood) Manufacturing  
337211 Wood Office Furniture Manufacturing  
236116 New Multifamily Housing Construction (except For-Sale Builders)

**Business Location:**

3355 Lenox Road 3355 Lenox Road Suite 750 750  
Atlanta, GA 30326

**Mailing Address:**

3355 Lenox Road 3355 Lenox Road Suite 750  
750  
Atlanta, GA 30326

**Owner:**

**License Number:**

GBL-0621-04380

**Issued Date:**

1/4/2022

**Expiration Date:**

12/31/2022

**License Type:**

General Business License

**Classification:**

Information

*Mohamed Balla*

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IS REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270 THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

TO BE POSTED IN A CONSPICUOUS PLACE

# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**



21ITB130147C-GS  
Modula Workstations and Free Standing Furniture

Section 7  
Contract Compliance Requirements

### EXHIBIT A - PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Joseph SYLVAN),  
Name

VP  
Title

Office Design Concepts GA, LLC  
Firm Name

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

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

NAME: Joseph SYLVAN TITLE: VP

SIGNATURE: [Signature]

ADDRESS: 3355 LENOX RD SUITE 750 ATLANTA GA 30326

PHONE NUMBER: 2819248512 EMAIL: joseph@odc-llc.com

**EXHIBIT B – EMPLOYMENT REPORT**

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

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOPI)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	1	1	1	1			1	1										
FIRST/MID LEVEL OFFICIALS and MANAGERS	2		2				1		1									
PROFESSIONALS	1		1				1											
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS		1		1			1											
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS	4	1	4	1					4	1								
SERVICE WORKERS																		
<b>TOTAL</b>	<b>8</b>	<b>3</b>	<b>8</b>	<b>3</b>			<b>3</b>	<b>2</b>	<b>5</b>	<b>1</b>								

FIRM'S NAME: Office Design Concepts Co., LLC

CONTACT NAME: Sandra Washington - Silva

EMAIL: Sandra@odc-bc.com PHONE NUMBER: 2147728851

SUBMITTED BY: [Signature] TITLE: President



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

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

Prime Bidder/Proposer Company Name OFFICE DESIGN CONCEPTS GA, LLC

ITB/RFP Name & Number: 21ITB130147C-GS MODULAR WORKSTATIONS & FREE STANDING FURNITURE COUNTYWIDE

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

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

\$ \_\_\_\_\_ or 80 %

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

JV Partner(s) information:

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

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

SUBCONTRACTOR NAME: OFFICE DESIGN CONCEPTS LLC  
 ADDRESS: 3355 LENOX RD SUITE 150 ATLANTA GA 30326

EMAIL ADDRESS: Joseph@odc-llc.com PHONE: 2819248512

CONTACT PERSON: Joseph SYLVAN  
 ETHNIC GROUP\*: Black COUNTY CERTIFIED\*\* Fulton/Harris

WORK TO BE PERFORMED: INSTALLATION SERVICES  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: 20 %

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

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

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

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

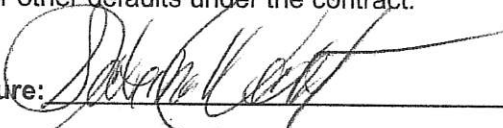
**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

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

20%

<b>Total Percentage of Subcontractor Value: (%)</b>
---

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

Signature:  Title: President

Business or Corporate Name: OFFICE DESIGN CONCEPTS, GA LLC

Address: 3355 LENOX RD SUITE 750 ATLANTA GA 30326

Telephone: (214) 882 712 8851 or

Fax Number: (834) 383 1430

Email Address: ADMIN@odc-llc.com



## EXHIBIT D

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

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

To: OFFICE DESIGN CONCEPTS GA, LLC  
(Name of Prime Contractor's Firm)

From: OFFICE DESIGN CONCEPTS, LLC  
(Name of Subcontractor's Firm)

ITB/RFP Number: 21ITB130147C-GS

Project Name: MODULAR WORKSTATIONS AND FREE STANDING FURNITURE  
COUNTYWIDE

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount
OFFICE FURNITURE DESIGN, INSTALLATION			
AND PROJECT MGMT SERVICES			

OFFICE DESIGN CONCEPTS GA, LLC  
(Prime Bidder)

Signature [Signature]

Title PRESIDENT

Email Address Sabrina@ODC-LLC.COM

Date 7-10-21

OFFICE DESIGN CONCEPTS, LLC  
(Subcontractor)

Signature [Signature]

Title PRESIDENT

Email Address Joseph@odc-llc.com

Date 7/10/21



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA  
Contract Compliance Administrator

Suite 1168  
130 Peachtree Street, S.W.  
Atlanta, GA 30303  
[www.fultoncountyga.gov](http://www.fultoncountyga.gov)



Main: (404) 612-6300

April 14, 2021

Mr. Joseph Sylvan  
Office Design Concepts Georgia, LLC  
6750 Brittmore Road  
Houston, TX 77041

Dear Mr. Sylvan:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery  
Contract Compliance Administrator

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**



**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS  
Modular Workstation and Free Standing Furniture Installations**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000

**21ITB130147C-GS****Modular Workstations and Free Standing Furniture****Section 5****Insurance and Risk Management Provisions**

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

**4. UMBRELLA LIABILITY**

	Per Occurrence	\$2,000,000
(In excess of Auto, General Liability and Employers Liability)		

**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to 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/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor 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 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 negligence of the Consultant/Contractor 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/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor 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/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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



21ITB130147C-GS  
Modular Workstations and Free Standing Furniture

Section 5  
Insurance and Risk Management Provisions

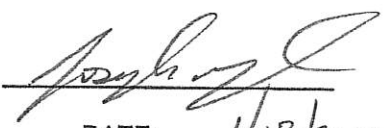
**PROTECTION OF PROPERTY**

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

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

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

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

COMPANY: OFFICE DESIGN CONCEPTS LLC SIGNATURE: 

NAME: Joseph Sylvan TITLE: VP DATE: 1/18/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2022

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> <b>Sherry DeVouse-Dennard</b> 422 Hwy 155 S McDonough, GA 30253-6623	<b>CONTACT NAME:</b> Tiffany N Calvert <b>PHONE (A/C, No. Ext):</b> (678)782-3005 <b>FAX (A/C, No):</b> (470)237-2455 <b>E-MAIL ADDRESS:</b> tiffany@sddinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> State Farm Fire and Casualty Company</td> <td style="text-align: center;">25143</td> </tr> <tr> <td><b>INSURER B:</b> State Farm County Mutual Insurance Company of Te</td> <td style="text-align: center;">26816</td> </tr> <tr> <td><b>INSURER C:</b> State Farm Lloyds</td> <td style="text-align: center;">43419</td> </tr> <tr> <td><b>INSURER D:</b></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><b>INSURER E:</b></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><b>INSURER F:</b></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> State Farm Fire and Casualty Company	25143	<b>INSURER B:</b> State Farm County Mutual Insurance Company of Te	26816	<b>INSURER C:</b> State Farm Lloyds	43419	<b>INSURER D:</b>	<input type="checkbox"/>	<b>INSURER E:</b>	<input type="checkbox"/>	<b>INSURER F:</b>	<input type="checkbox"/>
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A:</b> State Farm Fire and Casualty Company	25143														
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<b>INSURER D:</b>	<input type="checkbox"/>														
<b>INSURER E:</b>	<input type="checkbox"/>														
<b>INSURER F:</b>	<input type="checkbox"/>														
<b>INSURED</b>  Office Design Concepts Georgia LLC 3355 Lenox Rd NE Ste 750 Atlanta, GA 30326-1353															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	91-GV-R961-4 F	06/04/2021	06/04/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X	X	11-197E-Z05	01/20/2022	07/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	90-EQ-P437-5	12/08/2021	12/08/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	90-GE-P404-1	08/06/2021	08/06/2022	<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)

2011 Chevrolet Express Cargo Van IGCZGTGB2B1155515  
 21ITB130147C-GS, Modular Workstation and Free Standing Furniture (B)

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government- Purchasing and Contract Compliance Department 130 Peachtree Street, S.W Suite 1168 Atlanta GA 30303-3459	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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**21-1038 Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in the amount not to exceed \$625,000,000.00 with Automotive Rental Inc. (Mt Laurel, NJ), to provide repairs and maintenance for specialized heavy equipment and other fleet vehicles for Fulton County. Effective date: January 1, 2022 through December 31, 2022.

**21-1039 Real Estate and Asset Management**

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD-0000164-0002 for Natural Gas Firm Accounts and SWC #99999-001-SPD0000192-0002, Natural Gas Interruptible Delivery Service, in the total amount of \$750,000.00 with (A) Scana Energy Marketing, Inc. (Atlanta, GA) in the amount of \$350,000.00, to provide Natural Gas Services to all County facilities which include 104 firm delivery accounts; and (B) Texican Industrial Energy Marketing (Atlanta, GA) in the amount of \$400,000.00, to provide natural gas for one interruptible account for the Fulton County Jail Complex. Effective dates: January 1, 2022 through December 31, 2022.

**21-1040 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 21ITB131850C-MH, Countywide Spot Cooler and Heat Pump Rental in the amount of \$47,880.00 with Spot Coolers, Inc. (Norcross, GA), to provide on-site portable air-cooled spot coolers and heat pump rental units with the necessary accessories for set-up at any designated Fulton County facilities on an "as needed" emergency basis. Effective January 1, 2022 through December 31, 2022, with two renewal options.

**21-1041 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, Bid#21ITB130147C-GS, Modular Workstations and Free Standing Furniture Countywide, in the total amount of \$1,200,000.00 with (A) 5 Star Office Furniture/State Office Furniture, LLC (Avondale Estates, GA) in the amount of \$600,000.00 and (B) Office Design Concept GA, LLC (Atlanta, GA) in the amount of \$400,000.00 to provide office modular workstation systems and free standalone furniture for Fulton County agencies on an "as needed" basis; and (C) Beltmann Relocation (Stone Mountain, GA) in the amount of \$200,000.00, to provide all labor for breaking down and reconfigurations of existing workstations and office relocation by requested user departments on an "as needed" basis for Fulton County agencies. Effective dates: January 1, 2022, through December 31, 2022 with two renewal options.



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

**OWNER:**

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**CONTRACTOR:**

**OFFICE DESIGN CONCEPTS  
GEORGIA, LLC.**

*Sabrina Washington Sylvan*

Sabrina Washington Sylvan  
President

**ATTEST:**

DocuSigned by:

*Tonya R. Grier*

EEC478C4837648D

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

*Rosita Qaiyyim*

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

**APPROVED AS TO FORM:**

DocuSigned by:

*Denval Stewart*

2277A2CEF73F4E4...

Office of the County Attorney

**ATTEST:**

Notary Public

**APPROVED AS TO CONTENT:**

DocuSigned by:

*Joseph N. Davis*

E45C5C5F17FB417...

Joseph N. Davis, Director  
Department of Real Estate and Asset  
Management

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

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

(Affix Notary Seal)

2021-1041	12/15/2021
ITEM#: _____	RCS: _____
RECESS MEETING	



**CONTRACT DOCUMENTS FOR**  
**21ITB130147C-GS (B)**  
**MODULAR WORKSTATIONS AND FREE STANDING**  
**FURNITURE COUNTYWIDE**

**For**

**DEPARTMENT OF REAL ESTATE AND ASSET**  
**MANAGEMENT**



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## CONTRACT AGREEMENT

Contractor: Office Design Concepts Georgia, LLC

Contract No.: 21ITB130147C-GS, Modular Workstations, and Free Standing Furniture Countywide (B)

Address: 3355 Lenox Road, Suite 750  
City, State Atlanta, GA 30326

Telephone: (404) 423-5562

Email: [sabrina@odc-llc.com](mailto:sabrina@odc-llc.com)

Contact: Sabrina Washington Sylvan  
President

This Agreement made and entered into effective the 1st day of January 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **OFFICE DESIGN CONCEPTS GEORGIA, LLC**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide modular workstations and free-standing furniture, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 15, 2021, BOC# 21-1041 (B).

#### ARTICLE 2. **SEVERABILITY**

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

#### ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services

specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

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

#### ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

#### ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

#### ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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

**a. Commencement Term**

The “Commencement Term” of this Agreement shall begin on 1<sup>st</sup> day of January 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2022. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

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

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

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

**d. Same Terms**

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

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

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

**ARTICLE 9. COMPENSATION**

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

The total contract amount for the Project shall not exceed \$400,000.00 (Four Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

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

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

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

**ARTICLE 11. SUSPENSION OF WORK**

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

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

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

## ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said



work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

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

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

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

#### ARTICLE 15. **WAIVER OF BREACH**

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

## ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

## ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

## ARTICLE 18. **INDEMNIFICATION**

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

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

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

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

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

#### **18.4 Separate Counsel.**

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

shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

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

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

#### ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

#### ARTICLE 20. **INSURANCE**

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

shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 21. **PROHIBITED INTEREST**

##### Section 21.01 **Conflict of interest:**

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

##### Section 21.02 **Interest of Public Officials:**

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

#### ARTICLE 22. **SUBCONTRACTING**

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

#### ARTICLE 23. **ASSIGNABILITY**

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

#### ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

#### ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of

the County for examination all of its records with respect to all matters covered by this Agreement.

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

#### ARTICLE 26. **ACCOUNTING SYSTEM**

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

#### ARTICLE 27. **VERBAL AGREEMENT**

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

#### ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management  
Director  
141 Pryor Street, S.W., Suite G119  
Atlanta, Georgia 30303  
Telephone: (404) 612-5900  
Email: [joseph.davis@fultoncountyga.gov](mailto:joseph.davis@fultoncountyga.gov)  
Attention: Joseph N. Davis

**With a copy to:**

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

Notices to Contractor shall be addressed as follows:

Sabrina Washington Sylvan  
President  
Office Design Concepts Georgia, LLC  
3355 Lenox Road, Suite 750  
Atlanta, GA 30326  
Telephone: (404) 423-5562  
Email: [sabrina@odc-llc.com](mailto:sabrina@odc-llc.com)  
Attention: Joseph Sylvan

**ARTICLE 29. JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.



### ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

### ARTICLE 32. **OPEN RECORDS ACT**

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

### ARTICLE 33. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all

support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

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

**Via Mail:**

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

OR

**Via Email:**

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

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

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed

e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

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

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

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

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

## ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County

shall have no liability to the Contractor for payment of any tax from which it is exempt.

#### ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

#### ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

**OFFICE DESIGN CONCEPTS  
GEORGIA, LLC.**

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

\_\_\_\_\_  
Sabrina Washington Sylvan  
President

ATTEST:

ATTEST:

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

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

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Notary Public

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Joseph N. Davis, Director  
Department of Real Estate and Asset  
Management

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

(Affix Notary Seal)

<b>ITEM#:</b> _____ <b>RCS:</b> _____ <b>RECESS MEETING</b>
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# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name:	<b>OFFICE DESIGN CONCEPTS GEORGIA LLC</b>	Control Number:	<b>19152891</b>
Business Type:	<b>Domestic Limited Liability Company</b>	Business Status:	<b>Active/Compliance</b>
NAICS Code:	<b>Any legal purpose</b>	NAICS Sub Code:	
Principal Office Address:	<b>3355 LENOX ROAD, STE 750, ATLANTA, GA, 30326, USA</b>	Date of Formation / Registration Date:	<b>11/21/2019</b>
State of Formation:	<b>Georgia</b>	Last Annual Registration Year:	<b>2022</b>

### REGISTERED AGENT INFORMATION

Registered Agent Name: **SABRINA WASHINGTON**  
Physical Address: **3355 LENOX ROAD, STE 750, ATLANTA, GA, 30326, USA**  
County: **Fulton**

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Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,  
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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# **ADDENDA**





**Date:** Wednesday, June 30, 2021

**Project Number:** 21ITB130147C-GS

**Project Title:** Modular Workstations and Free Standing Furniture Countywide

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

**ADDENDUM NO. 1**

**Question: Alternates**

During the Pre-Bid Conference I described our furniture as being able to provide similar configurations, but that all our furniture is mobile. In the bid it states that we are not to bid alternates in the provided forms. How do we submit all the information as an alternate? Provide similar configurations and pertinent documentation? Do we put N/A in the conventional furniture bid? Thanks in advance for your help.

**Answer:** No Alternates Bid will be accepted.

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 1, \_\_\_ day of 7/9, 2021.

Joseph SYLWAN  
Legal Name of Bidder/Proposer

[Signature]  
Signature of Authorized Representative

VP  
Title



**Date:** Wednesday, June 30, 2021

**Project Number:** 21ITB130147C-GS

**Project Title:** Modular Workstations and Free Standing Furniture Countywide

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

**ADDENDUM NO. 2**

**Question: Alternates**

During the Pre-Bid Conference I described our furniture as being able to provide similar configurations, but that all our furniture is mobile. In the bid it states that we are not to bid alternates in the provided forms. How do we submit all the information as an alternate? Provide similar configurations and pertinent documentation? Do we put N/A in the conventional furniture bid? Thanks in advance for your help.

**Answer:** No Alternates Bid will be accepted.

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 2, day of 7/9, 2021.

Joseph Sylvan  
Legal Name of Bidder/Proposer

[Signature]  
Signature of Authorized Representative

VP  
Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

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

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

## **Special Conditions**

The Contractor is to include the following:

- Catalogue & product brochure of furniture line or lines.
- Identification of furniture line's ability to be reconfigured to be flexible and to expand with additional stations of the same and/or different configuration.
- Detailed description identifying how work surfaces, filing systems, various panel heights and glazing components and options are attached and installed to the panel system and if the enclosing partition/ service wall has the ability for work surfaces to be configured off module.
- Identification of the modular systems Plug and Play capability specific to accommodate data, power and communications at
  - 1) Variable heights
  - 2) Desk height
  - 3) Below works surface height
- Enclose a fact sheet on the modular furniture systems technical specifications that meet Fulton County's requirements as outlined in the ITB.
- The first 30 days of warehouse space are to be provided at no charge.



# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Contractor shall provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County.

Contractor shall furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County.

Scope of work includes but is not limited to:

- Modular Furniture
- Re-configurations
- Purchase of new furniture
- Inventory of existing materials, and
- Receiving/installation of new material per job
- Office Relocation/Moves as requested

Contractor to provide office furniture systems and standalone furniture for special areas, and associated services for installation and reconfiguration of existing and new furniture environments.

Office Furniture systems are designed to interconnect to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations such as stand-alone workstations, workstation clusters. Office furniture systems generally includes interconnecting, structural panels as central integrating elements or may employ rail, beam, frame, structural upright, core or freestanding based elements.

Systems furniture must have an inherent flexible ability to plug and play with direct connections from and to architecture and other furniture elements within the product line and associated furniture line portfolio; Ability to integrate off module configurations; Ability to establish an infrastructure to enable ease of reconfiguration; Ability to accommodate easy spatial footprint modifications by incremental modules.

Panels/privacy screens, work surfaces, overhead storage, pedestals, filing, task management systems, lighting, electrical and wire management comprises furniture systems. Floor to ceiling demountable walls, partial height architectural type walls, and spine walls which accommodate system furniture components are acceptable as part of a furniture systems product line or when offered in conjunction with a furniture systems product line. "Systems" consisting of traditional conventional furniture such as desks, returns, carrels, credenzas, etc. are not acceptable.

Office furniture may also be designed to accommodate Community Settings. Community settings support collaborative work allowing the user to form small group discussion areas. Community settings may also be used as training, and teaming areas that is composed easily through the arrangement of mobile furniture such as white boards, privacy panels, lounge chairs with laptop or writing surfaces, work and laptop tables.

The requirements contained herein are the minimum required features to be accepted under this contract. The manufacturer may offer additional products, which are designed to enhance the function of the furniture system. Acceptance of products not specified herein is at the contracting officer's option.

## **1. Modular Panels**

Flammability: All panels, face panels, face units, and panel inserts offered shall have a maximum smoke development rating of 450 and a maximum flame spread rating of 25 and shall be rated as Class A (0-25 flame spread rating), Class B (26-75 flame spread) or Class C (76-200 flame spread) when tested as specified herein. All product lines offered for GSA contract must include Class A rated products and may include Class B and Class C rated products.

Acoustics: Acoustical panels must have a minimum noise reduction coefficient (NRC) of 0.65 when tested as specified herein. Face panels, face units, and panel inserts if classified as acoustical must have a minimum noise reduction coefficient of 0.65.

Dimensions: Panels for panel-based systems shall be available in a variety of heights and widths. Furniture systems not based on structural panels must allow for varying sizes of components and workstation configurations.

Connections: Furniture systems shall be capable of connecting in a variety of configurations. Panel based systems shall allow for the connection of panels of differing heights and the connection of two, three or four panels from a single point.

Component Mounting: Panel based systems shall provide for the mounting of components at varying heights on both sides of the panel. Furniture systems not based on structural panels must allow for the support of overhead cabinets, shelves, work surfaces, task lighting, and paper management.

Leveling and Alignment: The system shall provide precise alignment of adjacent panels and/or components and shall include leveling glides to compensate for uneven floors. A minimum 20-mm adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be 25 mm.

- Panels shall be available in 6 nominal widths from of 24" to 60"
- Panels shall be available in 3 nominal heights from 42" to 66"
- Panel thickness shall be 2" nominally
- Panels shall be constructed of a welded steel frame and have no filler material (such as particleboard) for added support.
- Panel skins shall be replaceable without removing the panel from the panel run
- The panel system shall have a universal connector which accommodates panel configurations of in-line, "L", "T", "X"
- Universal panel-to-panel connector shall ship complete with every panel.
- Add-on visual privacy screen is available for attachment to the top of a panel. This is same width or wider than the base panel.
- Panel base covers must be steel with knock outs for receptacles
- Glass stack-on panels are available in frosted/ translucent/clear finish
- Glass panels are available within the system
- Stack-on panels are load bearing
- Panel sizes must dimensionally accommodate various freestanding furniture systems.
- Panels shall have 1" incremental hanging capability inherent in the panel for the full height of the panel surface
- A tack able panel shall be required to eliminate inventory and cost of tack boards
- Panel trim must be steel
- Panel system must have an open non-traditional aesthetic option
- Laminate panel inserts are available for alternate aesthetic.
- Translucent panel inserts are available for alternate aesthetic.
- Fabric stack-on panels are available

## **2. Work Surfaces**

Types. The furniture system shall include work surfaces which are panel/system supported and/or freestanding. When panel/system supported and freestanding surfaces are offered, they shall be of similar construction and appearance and shall allow the integration of both types within a workstation. Panel/system supported surfaces may include cantilever, rail, bracket and end supported. Freestanding surfaces may include open base (C- or T-leg) and full-panel end and shall be designed for use with freestanding and/or mobile pedestals

Construction. Top surfaces shall be laminate or wood veneer. Surfaces shall be balanced to resist warping, and undersides shall be smoothly finished. Edges shall be post formed, solid wood, vinyl T molding or self-edge. When self-edging is used, the corners shall be eased.

- Work surfaces shall be available in rectilinear and curvilinear shapes.
- Rectilinear work surfaces shall be available in the following widths and depths:

Widths: 24", 30", 36", 42", 48", 54", 60", 66" and 72"

Depths: 18", 24", and 30"

- Work surfaces shall be available in curvilinear shapes including corner, extended corners, peninsula, visitor, spanner, transaction, linking and transitional designs
- The system must be comprised of curvilinear work surfaces which allow designers to create interior spaces which support teaming and worker interaction within the workstation through linked and shared work surfaces and conferencing shapes. Curves also provide maximum comfort for the user performing computer intensive work or in multi-task environments.
- The system will include transition work surfaces, which provide shared conference space and uninterrupted curvilinear connection between workstations. Available in different shapes: D-shape, fanned, or bullet, or quarter round.
- The system will include visitor work surfaces, which provide informal meeting spaces for guests within the workstation. Available in different shapes: rounded, bubble or fanned.
- The system will include P-shaped, J-shaped, or bubble shaped work surfaces available for managerial workstations and to accommodate meetings of two or more people.
- Work surfaces shall have a minimum of 45-pound density core particleboard and utilize 3-ply construction.
- Wood laminate option shall be available
- Work surfaces shall have ergonomically friendly edges
- The user-edge of all work surfaces shall have at least a 3/8" radius along the top to provide a comfortable and healthy condition for the user's wrist and arms.
- Work surface cantilevers must have mechanical safety locks standard on all units to protect users from accidental disengagement and to ensure secure attachment in the event of seismic activity.
- Work surfaces shall be a balanced construction of a laminate top and a backer underside surrounding a core of solid wood particleboard.
- The system will include a transition work surface (wave shape) which allows a transition from 18"D to 24"D and 24"D to 30"D work surface depth.
- Work surfaces and work surface accessories shall accommodate cable routing, management, and storage
- Work surfaces shall have the option of cantilever support on both ends
- Cantilevers shall have mechanical safety catches
- Side-support brackets to support the work surface shall be available
- Brackets for attaching work surfaces at right angles shall be available
- Work surface support shall be available in standing height options
- Work surfaces must pass all Nema test standards for High Performance Laminates
- Cantilever shall be universal to accommodate left, right, or shared.

### 3. Overhead Storage

- Shelf and door units shall be available in nominal widths from 24" to 48"
- Shelf and door units shall have at least a 20-gauge steel construction with baked-on enamel finish
- Upper storage must have option on flat front or curved front doors
- The entire shelf and overhead cabinet shall be of steel to withstand moving and handling.
- Panel mounted steel upper storage cabinets and shelves shall have a minimum of a 1" rear lip to prevent soiling and damage to the panels.
- Panel mounted steel upper storage shall have a minimum usable shelf depth of 12-5/8" to allow for the use of all types of 4" binders and which allows the door to fully close without pushing binders into the panel surface.
- Overhead storage components must have mechanical safety locks standard on all units to protect users from accidental disengagement and to ensure secure attachment in the event of seismic activity.
- Door units shall have the ability to be moved fully assembled
- Front removable locks shall be available
- Locks shall be concealed
- The overhead door shall have an equalizer for easy opening and to prevent the door from pinching/racking when being opened or closed.
- Shelf and door units shall have mechanical safety catches
- Door shall not fall/close when partially extended
- Shelf and door units shall have a lip on the rear of the shelf of at least 1"
- Shelf and door units shall have a built-in opening that allows cables and connectors to pass from top of panel to work surface
- Shelf light shall be concealed when door is open or closed
- Alternate storage must be available for easy user access and different aesthetic.
- Must have storage that can be up mounted.
- Storage doors should meet and exceed ADA requirements for ease of use.
- Finish is to be mid-grade paint finish.

### 4. Mobile Drawer Pedestals and Fixed Pedestals

Freestanding storage, case goods, desk products, and tables, that are part of the product line offered, are acceptable as furniture systems subject to the contracting officer's approval. These items must meet applicable ANSI/BIFMA requirements that apply to the product offered.

- All drawers within the pedestal and lateral file shall be lockable with one lock.
- Leveling glides are standard to adjust height on uneven floors.
- Pedestals available in nominal 22" and 27" depths.

- Pedestals shall be available with box drawer (6") and file drawer (12" high) options
- Pedestal's depths shall accommodate cable drop behind
- Pedestals shall be available in mobile and fixed varieties and should provide cushion tops for informal visitor seating.
- Pedestals shall have steel construction
- Exterior faces shall have at least 22-gauge steel
- File drawer suspension shall have steel ball bearings and allow for full drawer extension
- Suspension mechanisms shall be enclosed in order eliminate potential for user to be exposed to grease
- Drawers shall have drawer bumpers to cushion and quiet drawers
- Drawers shall have metal pulls not plastic
- Fixed pedestals shall attach to the work surface
- Legal-width filing shall be accommodated in file drawer with use of a divider
- Pedestals shall have front removable locks
- Drawer dividers for 6" drawers shall be available
- File divider (for side-to-side filing) for 12" drawer shall be available
- Pedestal drawers shall be removable without tools
- File drawer shall come with compressor with double lip to accommodate a double row of hanging folders.
- Drawers shall have an anti-rebound mechanism to prevent drawers from rebounding.
- Drawer fronts shall be of metal construction with at least 22-gauge steel not plastic.
- Mobile pedestal is available which allows easy repositioning of pedestal.
- Locking mechanism or locking casters are available on mobile pedestal to prevent accidental movement of the pedestal.
- Lateral files available for installation under work surface
- Pedestals, mobile pedestals, and under work surface laterals must be available with at least two perforated steel options
- Pedestals must be available with seat cushions
- Lateral file drawers are controlled by an interlocking mechanism allowing only one drawer to be opened at one time.
- Mobile pedestals shall have optional 3" casters
- Under work surface laterals shall come standard with side to side hanging file frames to file letter or legal-size paper.

## **5. Filing & Storage**

- Towers must be available in two heights 54" and 66" and one depth 24"
- Towers must have an optional dome
- Towers will be freestanding and provide interiors which can be customized for personal coat storage and work-related storage.
- Storage towers must have four styles of pulls available
- Towers shall come standard with front removable lock for file drawers
- Towers shall have option to lock wardrobe and cabinet



- Tower file drawers shall open their full depth for total access to contents
- Tower file drawers shall be able to accommodate hanging files in front to back configuration without requiring frames
- Towers shall have box, box, file configuration available
- 66" Tower shall have a file, file, file option available
- Towers shall have a filing rail available to accommodate legal or side to side filing
- Towers shall have coat rod with shelf configuration available
- Towers shall come standard with leveling glides
- Vertical files must be available with 2-5 drawers
- Vertical files must be available in 2 depths 26 1/2" and 28 1/2"
- Leveling glides are available on towers and vertical cabinets to allow for leveling on uneven floors.
- Vertical files must be available in both letter and legal widths
- Vertical files must have steel ball bearing, full extension suspension
- Vertical files must come with lock as a standard
- Vertical files must have thumb latch for safety
- Vertical files must have full height sides to eliminate hanging file folder frames.
- Vertical files must come standard with an adjustable divider

## **6. Workstation Lighting**

The furniture system shall include task lighting. As a minimum, task lights shall be capable of mounting beneath a shelf or cabinet. All lights offered shall be Underwriters' Laboratories (UL) approved or approved by other independent testing laboratories using recognized industry standards. Task lights shall have individual on/off switches and shall be equipped with a diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position. Shelf lights shall provide glare control and shall be UL and CSA listed. Electronic ballasts are available on shelf lights, which eliminate fluorescent lamp flicker and computer screen interference. Shelf lights shall be concealed under the shelf and the overhead storage cabinet and allow for tool free installation under overhead cabinets and shelves. Shelf light shall have an optional sliding dimmer control, an optional 50 percent enrage ballast and is shipped with lamp. Shelf light shall have cords at least eight feet in length with on/off switch located near the middle of the fixture.

## **7. Power and Cable Management**

Electrical system. The furniture system shall have an electrical system capable of distributing electrical service to several workstations from a central feed point. The electrical system shall have a minimum capacity for three 20-amp circuits. The system shall provide access to electrical power through receptacles located in the panel raceway. The system may include desk height or desk mounted receptacles. All electrical components shall be UL

listed and labeled or tested and labeled by other independent testing laboratories using recognized industry standards.

Raceway. Raceways, which are an integral part of the system, shall be available. Raceways shall be designed to provide distribution of electrical and communication cables and shall provide capacity for a minimum of six 25-pair cables and the electrical system. Powered raceways shall provide access points for placement of receptacles. Raceway covers shall be replaceable without disassembly of the panel.

- Panels and service panel spines shall have the ability to accommodate at least 45+ cat 5 cables at desk top height (preferred) or underneath the work surface at the panel base.
- Panels shall have the capability to vertically and horizontally route data cable
- Service panel system allows lay-in cabling into the base and at mid height.
- Service panel or spines must be modular and allow for plug and play capability to enable easy change of power and data locations at the desktop
- Service panel or spines should enable ease of cable insertion and reconfiguration at different locations and heights within the service wall.
- The power system is available with 3-circuit, shared neutrals power schematic
- The power system is available with 3-circuit, separate neutrals power schematic
- The power system is available with 4-circuit, 3+D power schematic
- The power system is available with 4-circuit, 3I+1 power schematic
- The power system is available with 4-circuit, 2+2 power schematics
- All power schematics must have the ability to accept 15-amp receptacles
- All power schematics must have the ability to accept 20-amp receptacles
- Each circuit shall have access to either the systems ground or isolated ground
- All panels shall have the option to ship with power factory installed
- All panels shall have the option to ship with power field installed
- The panel system shall have base power-ins to accommodate floor power sources
- The panel system shall have utility poles to accommodate ceiling power and data sources
- All electrical components shall be UL and CSA listed and meet the applicable requirements of the National Electrical Code (NEC)/Canadian Electrical Code (CEC)
- Must have user place able power and data receptacles
- All base power-ins come with flexible, liquid-tight conduit.
- Breakaway base power-in available to meet seismic requirements.
- Power routing shall be in the base of the system.
- Power access shall be below work surface height.
- Power access shall be at work surface height.

- Power access shall be at standing height.
- Data access shall be at work surface height.
- Data access shall be at standing height
- Data access shall be at below work surface height

## **8. Category of Finish/Surface Materials**

Finish grade category to be mid-grade for fabric, paint finish.

- Laminate surface finish to be grade category
- Surface material offerings include wood laminate options (work surfaces only)
- Surface material offerings include a minimum of 5 paint colors
- Surface material offerings include a minimum of 6 laminate colors
- Surface material offerings include a minimum of 8 families of fabrics
- Surface material offerings include panel inserts

## **9. Test Requirements**

The furniture system shall be tested in accordance with the requirements listed below. Representative sample, i.e., worst case testing, is not acceptable for flammability or acoustics.

Flammability. The fire test shall be conducted in accordance with American Society for Testing and Materials (ASTM) Standard E84-8a, Standard Method of Test for Surface Burning Characteristics of Building Materials, by an independent laboratory, the vendors ISO Guide 25 self-certified testing facility, or the vendors ISO 9001 registered facility. The test report shall be not more than one year old at the time set for receipt of offers, and during the term of the contract new testing shall be conducted every three years if the panel construction has not changed. If panel construction is changed new fire tests are required. The test report must state the panel series tested and must state in detail the construction of the panel tested. The test shall be conducted on the entire assembled panel (the complete core, adhesive, decorative fabric, frame and joining components). The test must be conducted on each different fabric, and interior construction. However, additional fabrics may be offered for inclusion under the contract without additional ASTM E-84 testing provided the following conditions are met: (1) An ASTM E-84 test was conducted on the complete panel, which is acceptable to GSA. (2) The fabric on the panel tested under E-84 was tested and complies with National Fire Protection Association (NFPA) Standard No. 701. (3) The additional fabrics offered were tested and comply with NFPA No. 701. (4) There are no other changes in the panel construction.

Alternatively, testing may be conducted in accordance with Underwriters Laboratories (UL) Standard No. 723 or National Fire Protection Association (NFPA) Standard No. 255.

Panel acoustics. The acoustical test for the NRC shall be conducted, by an independent laboratory, the vendors ISO Guide 25 self-certified testing facility, or the vendors ISO 9001 registered facility, in accordance with ASTM Standard C423-08a, "Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method."

The test report shall be not more than three years old at the time set for receipt of offers, and during the term of the contract new testing shall be conducted every five years if the panel construction has not changed. If panel construction is changed a new acoustical test is required. The test report must state the panel series tested and must state in detail the construction of the panel tested. The test shall be conducted on the entire assembled panel, full-face area (the complete core, adhesive, decorative fabric, frame, raceway and joining components). NRC shall utilize an average measurement over the four standard octave intervals, 250, 500, 1000 and 2000 Hz. Both sides of the panel shall be tested. The test must be conducted on each different interior construction offered as an acoustical panel.

Electrical system. The electrical system shall meet the requirements of UL Standard 1286, as applicable.

Panel, panel supported components, overhead storage units, and keyboard surfaces. Unless otherwise noted, panels, panel components, panel mounted components, and keyboard surfaces units shall be tested in accordance with the applicable requirements of American National Standard ANSI/BIFMA X5.6-2003. Representative items shall be selected for testing based on worst case conditions.

Freestanding work surfaces, tables, and computer support furniture. Freestanding work surfaces, tables, and computer support furniture shall be tested in accordance with the requirements of American National Standard ANSI/BIFMA X5.5-2008.

Freestanding/stationary and mobile pedestals. Drawer pedestals shall be tested in accordance with the applicable sections of ANSI/BIFMA X5.9-2004. Any devices used to maintain the stability of the unit, such as counterweights, shall be included in all product furnished under the contract.

Notes.

ANSI/BIFMA. Standards are available from BIFMA International, 678 Front Avenue NW, Suite 150, Grand Rapids, MI 49504-5368. (616) 285-3963

ASTM. Standards are available from the American Society for Testing and Materials, 100 Barr Harbor Dr., West Conshohocken, PA 19428-2925. (610) 832-9585

NFPA. Standards are available from the National Fire Protection Association, 11 Tracy Drive, Avon, MA 02322. (800) 344-3555

UL. Standards are available from Underwriters Laboratories, Inc., 333 Pfingston Rd., Northbrook, IL 60062-2096. (877) 854-3577

## **10. General Conditions**

New modular furniture and free-standing furniture will be reviewed and evaluated specific to Fulton County's Evaluation Criteria and Technical Specifications. Contractor must demonstrate knowledge and certification to handle different furniture systems manufacturers i.e., Herman Miller, Teknion, Steelcase, Knoll.

The Office Furniture Systems Manufacturer must have at least 10 years of systems product experience and an installed base of at least \$550 million over this time period.

- All products, components and hardware shall be standard products as shown in the most recent published price lists or amendments and catalogue. Products offered will be from the current standard published price list.
- Fulton County's furniture needs vary from large projects, to the need for quick ship furniture items. The contractor is requested to identify product standard delivery times and product availability for quick ship program.

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$400,000.00 (Four Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.



21ITB130147C-GS  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

### BID FORM

Submitted To: Fulton County Government

Submitted By: SABRINA WASHINGTON-SILVAN

For: **Insert Bid# Modula Workstations and Free Standing Furniture**

Submitted on 7/9, 2021.

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

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

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

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ 75,817.25  
(Dollar Amount in Numbers)

SEVENTY FIVE THOUSAND EIGHT HUNDRED SEVENTEEN AND TWENTY FIVE  
(Dollar Amount in Words) CENT

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

21ITB130147C-GS  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

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

### **BASE BID AMOUNT**

Bidders are to submit separate pricing for the following:

1. New Modular Furniture and Free Standing Furniture Purchase;
2. Installation and Reconfiguration Services for Modular Furniture, Case Goods, and Panel Systems;
3. All Bids must show Prices for product as separate from shipping and installation of product. If shipping and installation is included in the purchase price the bidding vendor must identify the approx. percentage of the price which would be allocated to shipping and installation;
4. Bidders must submit a separate price to break down and re-install a typical 6x8 workstation as per Typical A and a cluster of 4 Typical A workstations as illustrated on Exhibit A, attached.
5. The vendor is to interpret (one) 6x8 workstation configuration and modify the configuration to optimize its design based on their product line with the objective of Increasing visibility from the workstation while maintaining the workstation function and capacity for filing/storage. This workstation should accommodate the same provision of storage which could be reconfigured differently to increase visibility from the workstation with the use of lower panels and glazing segments. The suggestion provided by the vendor highlights the vendors' knowledge of product applications.

This submission should be based on typical A and priced as a single 6 x 8 workstation as shown in Exhibit A. The vendor is to include a plan of the workstation, photograph or axonometric of the workstation configuration, detailed description (1 paragraph) of the configuration advantages and pricing for a single workstation.



Insert Bid #  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

**PRICING:**

**A. Price and itemized breakdown specific for each configuration,**

1. Typical A as diagramed (Exhibit A) as a single workstation; \$ 5552.50
2. Typical B as diagramed (Exhibit A) as a single workstation; \$ 7204.75
3. Typical C as diagramed (Exhibit A) as a single workstation; \$ 7352.75
4. Price for a cluster of (4) workstations for Typical A; \$ 18443.00
5. Price for a cluster of (4) workstations for Typical B; \$ 24,275.00
6. Price for a cluster of (4) workstations for Typical C; \$ 12,989.25
7. Vendors variation of a 6 x 8 workstation as diagramed \$ N/A  
(Exhibit A) (Plan, photograph or axonometric to be provided by bidder).

**B. Bidder must provide catalogs of their offerings, indicate the percentage discount offered:**

- 8 Discount from AIS list price: 50 %
- 9 Discount from MAXON list price: 75 % MAXON
- 10 Discount from Knoll list price: — %
- 11 Discount from AllSteel list price: — %
- 12 Discount from similar equal quality system list price: 65 % COMPATICO
- 13 Discount from DMI list price: — %
- 14 Discounts from ARTOPEX list price: 50 %
15. Discount from Hon list price: 50 %
16. Discount from NATIONA list price: 50 %
17. Discount from approved "equal" list price: 50 % CHERRY MAN IN 15 INDUSTRIES
18. Discount form unlisted items needed to complete a coordinated interior design package: 50 %

**C. Hourly Labor Rate**

19. Labor, flat rate for tearing down and rebuilding existing workstations: \$ 50 /hr.
20. Miscellaneous labor, unit cost per hour (rate must include all related costs such as truck, insurance, equipment, etc. as well as handling and transportation): \$ 45 /hr.
21. Pre-approved overtime/weekend hourly rate:  
(Reimbursed by Fulton County) \$ 65 /hr.
22. Design and project management cost per hour, per project:  
(Vendor must have the ability and resources to visit the departments,  
Determine requirements, develop drawings and parts list for projects) \$ 65 /hr.
- 23 Furniture inventory (labor): \$ 65 /hr.

Insert Bid #  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

24 Warehouse space cost per sq. ft. /month, beginning with the second month.  
Space must be secured and environmentally sound. \$ 12 /hr.

All blanks related to items bid must be filled in or the bid will be considered incomplete. The above rates shall be all inclusive, including but not be limited to, charges for vehicles, drivers, pads, tools, equipment, gas and mileage, supervision, insurance, and all labor. No hidden charges will be allowed or compensated.

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

SEVENTY FIVE THOUSAND EIGHT HUNDRED SEVENTEEN Dollars AND <sup>TWENTY FIVE</sup><sub>25</sub> CENT 13

(\$ 75,817.25) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

ADDENDUM #	<u>1</u>	DATED	<u>6/30/2021</u>
ADDENDUM #	<u>2</u>	DATED	<u>7/9/2021</u>
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: OFFICE DESIGN CONCEPTS GA, LLC

Signed by: Joseph Syllan  
[Type or Print Name]

Title: VP

Business Address: 3355 LENOX ROAD SUITE 750  
ATLANTA GA 30326

Business Phone: 281 924 8512 | 404 423 5562

Insert Bid #  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
SABRINA WASHINGTON-SULLIVAN	3355 LENOX ROAD SUITE 750 ATL GA 30326
Joseph Martin Sullivan	3355 LENOX RD SUITE 750 ATL. GA 30326

END OF SECTION

# **EXHIBIT E**

## **PURCHASING FORMS**



21ITB130147C-GS  
Modular Workstations and Free Standing Furniture

Section 6  
Purchasing Forms and Instructions

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] OFFICE DESIGN CONCEPTS GA, LLC 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.

84-3786370

EEV/Basic Pilot Program\* User Identification Number

OFFICE DESIGN CONCEPTS GA, LLC  
BY: Authorized Officer of Agent  
(Insert Contractor Name) X [Signature]

PRESIDENT

Title of Authorized Officer or Agent of Contractor

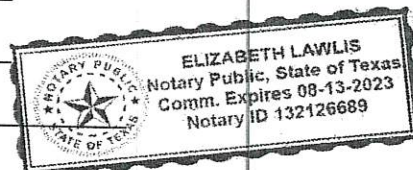
SABINA WASHINGTON  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10 day of July, 2021.

Notary Public: [Signature]

County: Fult Berl

Commission Expires: 08-13-2023



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

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



21ITB130147C-GS  
Modular Workstations and Free Standing FurnitureSection 6  
Purchasing Forms and Instructions

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** OFFICE DESIGN CONCEPTS, LLC 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.

1760649491-6  
EEV/Basic Pilot Program\* User Identification Number

OFFICE DESIGN CONCEPTS, LLC  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name) X [Signature]

RESIDENT  
Title of Authorized Officer or Agent of Subcontractor

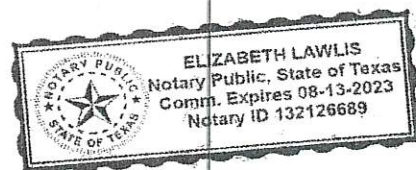
Joseph SYLVAN  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10 day of July, 2021

Notary Public: [Signature]

County: Fulton

Commission Expires: 08-13-2023



<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].

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

Signature: Title: PresidentBusiness or Corporate Name: OFFICE DESIGN CONCEPTS, GA LLCAddress: 3355 LENOX RD SUITE 750 ATLANTA GA 30326Telephone: (214) 882 712 8851 orFax Number: (834) 383 1430Email Address: ADMIN@odc-llc.com

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

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

*Joseph SYLVAN - V.P.*

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.

*SABRINA WASHINGTON has 51% ownership AND  
Joseph SYLVAN has 49% ownership, Their rolls will include  
SALES, DESIGN, PROJECT MANAGEMENT, ORDER ENTRY  
AND INVENTORY.*

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.

*OFFICE DESIGN CONCEPTS HAS BEEN IN BUSINESS FOR TWENTY ONE  
YEARS IN HOUSTON TEXAS. AFTER COMPLETING GOLDMAN SACKS  
SMALL BUSINESS GROWTH PROGRAM, ODC OPENED A LOCATION IN  
ATLANTA GEORGIA IN 2019. WE ARE CERTIFIED AS AN MBE WITH FULTON.*

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

*NO ONE FROM OFFICE DESIGN CONCEPTS HAS HAD A  
RELATIONSHIP WITH FULTON COUNTY AS OF 7/12/2021*



**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

21ITB130147C-GS  
Modular Workstations and Free Standing Furniture

Section 6  
Purchasing Forms and Instructions

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 10TH day of July, 2021

SABINA WASHINGTON 7/10/21  
(Legal Name of Proponent) (Date)

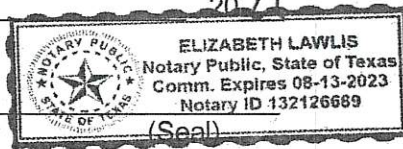
[Signature] 7/10/21  
(Signature of Authorized Representative) (Date)

PRESIDENT  
(Title)

Sworn to and subscribed before me,

This 10 day of July, 2021

[Signature]  
(Notary Public)



Commission Expires 08-13-2023  
(Date)





**CITY OF ATLANTA**  
55 Trinity Avenue SW  
Suite 1350  
Atlanta GA 30303

**OCCUPATION TAX REGISTRATION CERTIFICATE**  
**VALID ONLY WHEN OCCUPATION REGISTRATION TAX**  
**REQUIREMENTS ARE PAID**

**Business Name:**

OFFICE DESIGN CONCEPTS GA LLC  
DBA: OFFICE DESIGN CONCEPTS

**Business Type(s):**

238320 Painting and Wall Covering Contractors  
236115 New Single-Family Housing Construction (except For-Sale Builders)  
236220 Commercial and Institutional Building Construction  
321918 Other Millwork (including Flooring)  
238330 Flooring Contractors  
337214 Office Furniture (except Wood) Manufacturing  
337211 Wood Office Furniture Manufacturing  
236116 New Multifamily Housing Construction (except For-Sale Builders)

**Business Location:**

3355 Lenox Road 3355 Lenox Road Suite 750 750  
Atlanta, GA 30326

**Mailing Address:**

3355 Lenox Road 3355 Lenox Road Suite 750  
750  
Atlanta, GA 30326

**Owner:**

**License Number:**

GBL-0621-04380

**Issued Date:**

1/4/2022

**Expiration Date:**

12/31/2022

**License Type:**

General Business License

**Classification:**

Information

*Mohamed Balla*

Mohamed Balla, Chief Financial Officer



DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IS REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270 THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

TO BE POSTED IN A CONSPICUOUS PLACE

# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**

21ITB130147C-GS  
Modula Workstations and Free Standing Furniture

Section 7  
Contract Compliance Requirements

### EXHIBIT A - PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Joseph SYLVAN),  
Name

VP  
Title

Office Design Concepts GA, LLC  
Firm Name

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

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

NAME: Joseph SYLVAN TITLE: VP

SIGNATURE: [Signature]

ADDRESS: 3355 LENOX RD SUITE 750 ATLANTA GA 30326

PHONE NUMBER: 2819248512 EMAIL: joseph@odc-llc.com

**EXHIBIT B – EMPLOYMENT REPORT**

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

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOPI)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	1	1	1	1			1	1										
FIRST/MID LEVEL OFFICIALS and MANAGERS	2		2				1		1									
PROFESSIONALS	1		1				1											
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS		1		1				1										
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS	4	1	4	1					4	1								
SERVICE WORKERS																		
<b>TOTAL</b>	<b>8</b>	<b>3</b>	<b>8</b>	<b>3</b>			<b>3</b>	<b>2</b>	<b>5</b>	<b>1</b>								

FIRM'S NAME: Office Design Concepts Co., LLC

CONTACT NAME: Sandra Washington - Silva

EMAIL: Sandra@odc-bc.com PHONE NUMBER: 2147728851

SUBMITTED BY: [Signature] TITLE: President



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

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

Prime Bidder/Proposer Company Name OFFICE DESIGN CONCEPTS GA, LLC

ITB/RFP Name & Number: 21ITB130147C-GS MODULAR WORKSTATIONS & FREE STANDING FURNITURE COUNTYWIDE

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

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:  
\$ \_\_\_\_\_ or 80 %

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

JV Partner(s) information:

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

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

SUBCONTRACTOR NAME: OFFICE DESIGN CONCEPTS LLC  
ADDRESS: 3355 LENOX RD SUITE 150 ATLANTA GA 30326

EMAIL ADDRESS: Joseph@odc-llc.com PHONE: 2819248512

CONTACT PERSON: Joseph SYLVAN  
ETHNIC GROUP\*: Black COUNTY CERTIFIED\*\* Fulton/Harris

WORK TO BE PERFORMED: INSTALLATION SERVICES  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: 20 %

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

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

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

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

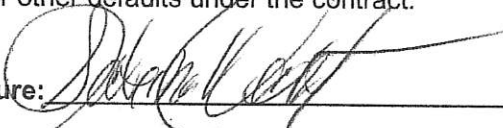
**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

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

20%

Total Percentage of Subcontractor Value: (%)
--

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

Signature:  Title: President

Business or Corporate Name: OFFICE DESIGN CONCEPTS, GA LLC

Address: 3355 LENOX RD SUITE 750 ATLANTA GA 30326

Telephone: (214) 882 712 8851 or

Fax Number: (834) 383 1430

Email Address: ADMIN@odc-llc.com



## EXHIBIT D

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

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

To: OFFICE DESIGN CONCEPTS GA, LLC  
(Name of Prime Contractor's Firm)

From: OFFICE DESIGN CONCEPTS, LLC  
(Name of Subcontractor's Firm)

ITB/RFP Number: 21ITB130147C-GS

Project Name: MODULAR WORKSTATIONS AND FREE STANDING FURNITURE  
COUNTYWIDE

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount
OFFICE FURNITURE DESIGN, INSTALLATION			
AND PROJECT Mgmt SERVICES			

OFFICE DESIGN CONCEPTS GA, LLC  
(Prime Bidder)

Signature [Signature]

Title PRESIDENT

Email Address Sabrina@ODC-LLC.COM

Date 7-10-21

OFFICE DESIGN CONCEPTS, LLC  
(Subcontractor)

Signature [Signature]

Title PRESIDENT

Email Address Joseph@odc-llc.com

Date 7/10/21



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA  
Contract Compliance Administrator

Suite 1168  
130 Peachtree Street, S.W.  
Atlanta, GA 30303  
[www.fultoncountyga.gov](http://www.fultoncountyga.gov)



Main: (404) 612-6300

April 14, 2021

Mr. Joseph Sylvan  
Office Design Concepts Georgia, LLC  
6750 Brittmore Road  
Houston, TX 77041

Dear Mr. Sylvan:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery  
Contract Compliance Administrator

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS  
Modular Workstation and Free Standing Furniture Installations**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)General Aggregate		\$2,000,000



**21ITB130147C-GS****Modular Workstations and Free Standing Furniture****Section 5****Insurance and Risk Management Provisions**

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

**4. UMBRELLA LIABILITY**

	Per Occurrence	\$2,000,000
(In excess of Auto, General Liability and Employers Liability)		

**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to 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/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor 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 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 negligence of the Consultant/Contractor 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/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor 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/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

21ITB130147C-GS  
Modular Workstations and Free Standing Furniture

Section 5  
Insurance and Risk Management Provisions

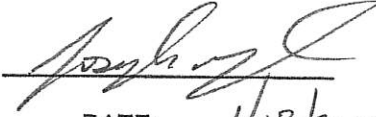
**PROTECTION OF PROPERTY**

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

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

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

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

COMPANY: OFFICE DESIGN CONCEPTS LLC SIGNATURE: 

NAME: Joseph Sylvan TITLE: VP DATE: 1/18/2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2022

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> <b>Sherry DeVouse-Dennard</b> 422 Hwy 155 S McDonough, GA 30253-6623	<b>CONTACT NAME:</b> Tiffany N Calvert <b>PHONE (A/C, No. Ext):</b> (678)782-3005 <b>FAX (A/C, No):</b> (470)237-2455 <b>E-MAIL ADDRESS:</b> tiffany@sddinsurance.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b>  Office Design Concepts Georgia LLC 3355 Lenox Rd NE Ste 750 Atlanta, GA 30326-1353	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"> <b>INSURER A:</b> State Farm Fire and Casualty Company         </td> <td style="width: 20%;"> <b>NAIC #</b> 25143         </td> </tr> <tr> <td> <b>INSURER B:</b> State Farm County Mutual Insurance Company of Te         </td> <td>26816         </td> </tr> <tr> <td> <b>INSURER C:</b> State Farm Lloyds         </td> <td>43419         </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> State Farm Fire and Casualty Company	<b>NAIC #</b> 25143	<b>INSURER B:</b> State Farm County Mutual Insurance Company of Te	26816	<b>INSURER C:</b> State Farm Lloyds	43419	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER C:</b> State Farm Lloyds	43419												
<b>INSURER D:</b>													
<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	91-GV-R961-4 F	06/04/2021	06/04/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X	X	11-197E-Z05	01/20/2022	07/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	90-EQ-P437-5	12/08/2021	12/08/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	90-GE-P404-1	08/06/2021	08/06/2022	<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)

2011 Chevrolet Express Cargo Van IGCZGTGB2B1155515  
 21ITB130147C-GS, Modular Workstation and Free Standing Furniture (B)

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government- Purchasing and Contract Compliance Department 130 Peachtree Street, S.W Suite 1168 Atlanta GA 30303-3459	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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**21-1038 Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in the amount not to exceed \$625,000,000.00 with Automotive Rental Inc. (Mt Laurel, NJ), to provide repairs and maintenance for specialized heavy equipment and other fleet vehicles for Fulton County. Effective date: January 1, 2022 through December 31, 2022.

**21-1039 Real Estate and Asset Management**

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD-0000164-0002 for Natural Gas Firm Accounts and SWC #99999-001-SPD0000192-0002, Natural Gas Interruptible Delivery Service, in the total amount of \$750,000.00 with (A) Scana Energy Marketing, Inc. (Atlanta, GA) in the amount of \$350,000.00, to provide Natural Gas Services to all County facilities which include 104 firm delivery accounts; and (B) Texican Industrial Energy Marketing (Atlanta, GA) in the amount of \$400,000.00, to provide natural gas for one interruptible account for the Fulton County Jail Complex. Effective dates: January 1, 2022 through December 31, 2022.

**21-1040 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 21ITB131850C-MH, Countywide Spot Cooler and Heat Pump Rental in the amount of \$47,880.00 with Spot Coolers, Inc. (Norcross, GA), to provide on-site portable air-cooled spot coolers and heat pump rental units with the necessary accessories for set-up at any designated Fulton County facilities on an "as needed" emergency basis. Effective January 1, 2022 through December 31, 2022, with two renewal options.

**21-1041 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, Bid#21ITB130147C-GS, Modular Workstations and Free Standing Furniture Countywide, in the total amount of \$1,200,000.00 with (A) 5 Star Office Furniture/State Office Furniture, LLC (Avondale Estates, GA) in the amount of \$600,000.00 and (B) Office Design Concept GA, LLC (Atlanta, GA) in the amount of \$400,000.00 to provide office modular workstation systems and free standalone furniture for Fulton County agencies on an "as needed" basis; and (C) Beltmann Relocation (Stone Mountain, GA) in the amount of \$200,000.00, to provide all labor for breaking down and reconfigurations of existing workstations and office relocation by requested user departments on an "as needed" basis for Fulton County agencies. Effective dates: January 1, 2022, through December 31, 2022 with two renewal options.

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

**OWNER:**

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**CONTRACTOR:**

**OFFICE DESIGN CONCEPTS  
GEORGIA, LLC.**

*Sabrina Washington Sylvan*

Sabrina Washington Sylvan  
President

**ATTEST:**

DocuSigned by:

*Tonya R. Grier*

EEC476C4837648D

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

DocuSigned by:

*Rosita Qaiyyim*

Rosita Qaiyyim  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

**APPROVED AS TO FORM:**

DocuSigned by:

*Denval Stewart*

2277A2CEF73F4E4...

Office of the County Attorney

**ATTEST:**

Notary Public

**APPROVED AS TO CONTENT:**

DocuSigned by:

*Joseph N. Davis*

E45C5C5F17FB417...

Joseph N. Davis, Director  
Department of Real Estate and Asset  
Management

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

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

(Affix Notary Seal)

2021-1041	12/15/2021
ITEM#: _____	RCS: _____
RECESS MEETING	



**CONTRACT DOCUMENTS FOR**  
**21ITB130147C-GS (A)**  
**MODULAR WORKSTATIONS AND FREE STANDING**  
**FURNITURE COUNTYWIDE**

**For**

**DEPARTMENT OF REAL ESTATE AND ASSET**  
**MANAGEMENT**



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EXHIBIT E:	<u>PURCHASING FORMS</u>
EXHIBIT F:	<u>CONTRACT COMPLIANCE FORMS</u>
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## CONTRACT AGREEMENT

Contractor: 5 Star Office Furniture, Inc.

Contract No.: 21ITB130147C-GS, Modular Workstations and  
Free Standing Furniture Countywide (A)

Address: 2864 Franklin Street  
City, State Avondale Estate, GA 30002

Telephone: (404) 496-4182

Email: [trish@5starofficefurniture.com](mailto:trish@5starofficefurniture.com)

Contact: Trish Floyd  
Principal/CFO

This Agreement made and entered into effective the 1st day of January 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **5 STAR OFFICE FURNITURE, INC.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide modular workstations and free-standing furniture, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 15, 2021, BOC# 21-1041 (A).

#### ARTICLE 2. **SEVERABILITY**

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

#### ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services

specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

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

#### ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

#### ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

#### ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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

**a. Commencement Term**

The “Commencement Term” of this Agreement shall begin on 1<sup>st</sup> day of January 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2022. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

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

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

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

**d. Same Terms**

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

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

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

**ARTICLE 9. COMPENSATION**

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

The total contract amount for the Project shall not exceed \$600,000.00 (Six Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

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

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

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

**ARTICLE 11. SUSPENSION OF WORK**

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

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

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

## ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said



work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

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

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

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

#### ARTICLE 15. **WAIVER OF BREACH**

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

## ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

## ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

## ARTICLE 18. **INDEMNIFICATION**

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

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

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

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

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

#### **18.4 Separate Counsel.**

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

shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

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

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

#### ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

#### ARTICLE 20. **INSURANCE**

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

shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 21. **PROHIBITED INTEREST**

##### Section 21.01 **Conflict of interest:**

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

##### Section 21.02 **Interest of Public Officials:**

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

#### ARTICLE 22. **SUBCONTRACTING**

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

#### ARTICLE 23. **ASSIGNABILITY**

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

#### ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

#### ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of

the County for examination all of its records with respect to all matters covered by this Agreement.

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

#### ARTICLE 26. **ACCOUNTING SYSTEM**

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

#### ARTICLE 27. **VERBAL AGREEMENT**

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

#### ARTICLE 28. **NOTICES**

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



Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management  
Director  
141 Pryor Street, S.W., Suite G119  
Atlanta, Georgia 30303  
Telephone: (404) 612-5900  
Email: [joseph.davis@fultoncountyga.gov](mailto:joseph.davis@fultoncountyga.gov)  
Attention: Joseph N. Davis

**With a copy to:**

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

Notices to Contractor shall be addressed as follows:

Trish Floyd  
Principal/CFO  
5 Star Office Furniture, Inc.  
2864 Franklin Street  
Avondale Estates, GA 30002  
Telephone: (404) 496-4182  
Email: [trish@5starofficefurniture.com](mailto:trish@5starofficefurniture.com)  
Attention: Trish Floyd

**ARTICLE 29. JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

### ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

### ARTICLE 32. **OPEN RECORDS ACT**

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

### ARTICLE 33. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all

support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

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

**Via Mail:**

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

OR

**Via Email:**

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

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

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed

- e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
  - b. Department Representative Name

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

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

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

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

#### ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County

shall have no liability to the Contractor for payment of any tax from which it is exempt.

#### ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

#### ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

*Tonya R. Grier*

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Dennal Stewart*

2277A2CEF73F4E4...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*Joseph N. Davis*

E45C5CF17FB417...

Joseph N. Davis, Director  
Department of Real Estate and Asset  
Management

CONTRACTOR:

**5 STAR OFFICE FURNITURE,  
INC.**

DocuSigned by:

*Trish Floyd*

3EB0EAC336854A7...

Trish Floyd  
Principal/CFO

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Reshell Baldini

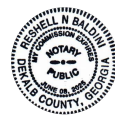
Notary Public

County: Dekalb

Commission Expires: 6-8-2025

(Affix Notary Seal)

DocuSigned by:



2021-1041A	12/18/2021
ITEM#: _____	RCS: _____
RECESS MEETING	

12/20/21, 11:58 AM

GEORGIA



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name: **5 STAR OFFICE FURNITURE, INC.** Control Number: **08043723**

Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **2864 Franklin St, Avondale Estates, GA, 30002, USA** Date of Formation / Registration Date: **5/5/2008**

State of Formation: **Georgia** Last Annual Registration Year: **2021**

### REGISTERED AGENT INFORMATION

Registered Agent Name: **WAYNE M. CHISENHALL, C.P.A., P.C.**

Physical Address: **1201 Peachtree ST NESuite 1004, Atlanta, GA, 30361, USA**

County: **Fulton**

### OFFICER INFORMATION

Name	Title	Business Address
CAREY BEAVERS	CEO	2864 Franklin St, Avondale Estates, GA, 30002, USA
PATRICIA FLOYD	Secretary	2864 Franklin St, Avondale Estates, GA, 30002, USA
PATRICIA FLOYD	CFO	2864 Franklin St, Avondale Estates, GA, 30002, USA

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,  
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>  
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# **ADDENDA**



**Date:** Wednesday, June 30, 2021

**Project Number:** 21ITB130147C-GS

**Project Title:** Modular Workstations and Free Standing Furniture Countywide

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

**ADDENDUM NO. 1**

**Question: Alternates**

During the Pre-Bid Conference I described our furniture as being able to provide similar configurations, but that all our furniture is mobile. In the bid it states that we are not to bid alternates in the provided forms. How do we submit all the information as an alternate? Provide similar configurations and pertinent documentation? Do we put N/A in the conventional furniture bid? Thanks in advance for your help.

**Answer:** No Alternates Bid will be accepted.

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 1, 9<sup>th</sup> day of July, 2021.

5 star Office Furniture Inc. / Trish Floyd  
Legal Name of Bidder/Proposer

[Signature]  
Signature of Authorized Representative

CFO  
Title



**Date:** Wednesday, June 30, 2021

**Project Number:** 21ITB130147C-GS

**Project Title:** Modular Workstations and Free Standing Furniture Countywide

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

**ADDENDUM NO. 2**

**Question: Alternates**

During the Pre-Bid Conference I described our furniture as being able to provide similar configurations, but that all our furniture is mobile. In the bid it states that we are not to bid alternates in the provided forms. How do we submit all the information as an alternate? Provide similar configurations and pertinent documentation? Do we put N/A in the conventional furniture bid? Thanks in advance for your help.

**Answer:** No Alternates Bid will be accepted.

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 2, 9<sup>th</sup> day of July, 2021.

5 Star Office Furniture Inc / Trish Floyd  
Legal Name of Bidder/Proposer

[Signature]  
Signature of Authorized Representative

CFO  
Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

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

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**



## **Special Conditions**

The Contractor is to include the following:

- Catalogue & product brochure of furniture line or lines.
- Identification of furniture line's ability to be reconfigured to be flexible and to expand with additional stations of the same and/or different configuration.
- Detailed description identifying how work surfaces, filing systems, various panel heights and glazing components and options are attached and installed to the panel system and if the enclosing partition/ service wall has the ability for work surfaces to be configured off module.
- Identification of the modular systems Plug and Play capability specific to accommodate data, power and communications at
  - 1) Variable heights
  - 2) Desk height
  - 3) Below works surface height
- Enclose a fact sheet on the modular furniture systems technical specifications that meet Fulton County's requirements as outlined in the ITB.
- The first 30 days of warehouse space are to be provided at no charge.

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Contractor shall provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County.

Contractor shall furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County.

Scope of work includes but is not limited to:

- Modular Furniture
- Re-configurations
- Purchase of new furniture
- Inventory of existing materials, and
- Receiving/installation of new material per job
- Office Relocation/Moves as requested

Contractor to provide office furniture systems and standalone furniture for special areas, and associated services for installation and reconfiguration of existing and new furniture environments.

Office Furniture systems are designed to interconnect to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations such as stand-alone workstations, workstation clusters. Office furniture systems generally includes interconnecting, structural panels as central integrating elements or may employ rail, beam, frame, structural upright, core or freestanding based elements.

Systems furniture must have an inherent flexible ability to plug and play with direct connections from and to architecture and other furniture elements within the product line and associated furniture line portfolio; Ability to integrate off module configurations; Ability to establish an infrastructure to enable ease of reconfiguration; Ability to accommodate easy spatial footprint modifications by incremental modules.

Panels/privacy screens, work surfaces, overhead storage, pedestals, filing, task management systems, lighting, electrical and wire management comprises furniture systems. Floor to ceiling demountable walls, partial height architectural type walls, and spine walls which accommodate system furniture components are acceptable as part of a furniture systems product line or when offered in conjunction with a furniture systems product line. "Systems" consisting of traditional conventional furniture such as desks, returns, carrels, credenzas, etc. are not acceptable.

Office furniture may also be designed to accommodate Community Settings. Community settings support collaborative work allowing the user to form small group discussion areas. Community settings may also be used as training, and teaming areas that is composed easily through the arrangement of mobile furniture such as white boards, privacy panels, lounge chairs with laptop or writing surfaces, work and laptop tables.

The requirements contained herein are the minimum required features to be accepted under this contract. The manufacturer may offer additional products, which are designed to enhance the function of the furniture system. Acceptance of products not specified herein is at the contracting officer's option.

## **1. Modular Panels**

Flammability: All panels, face panels, face units, and panel inserts offered shall have a maximum smoke development rating of 450 and a maximum flame spread rating of 25 and shall be rated as Class A (0-25 flame spread rating), Class B (26-75 flame spread) or Class C (76-200 flame spread) when tested as specified herein. All product lines offered for GSA contract must include Class A rated products and may include Class B and Class C rated products.

Acoustics: Acoustical panels must have a minimum noise reduction coefficient (NRC) of 0.65 when tested as specified herein. Face panels, face units, and panel inserts if classified as acoustical must have a minimum noise reduction coefficient of 0.65.

Dimensions: Panels for panel-based systems shall be available in a variety of heights and widths. Furniture systems not based on structural panels must allow for varying sizes of components and workstation configurations.

Connections: Furniture systems shall be capable of connecting in a variety of configurations. Panel based systems shall allow for the connection of panels of differing heights and the connection of two, three or four panels from a single point.

Component Mounting: Panel based systems shall provide for the mounting of components at varying heights on both sides of the panel. Furniture systems not based on structural panels must allow for the support of overhead cabinets, shelves, work surfaces, task lighting, and paper management.

Leveling and Alignment: The system shall provide precise alignment of adjacent panels and/or components and shall include leveling glides to compensate for uneven floors. A minimum 20-mm adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be 25 mm.

- Panels shall be available in 6 nominal widths from of 24" to 60"
- Panels shall be available in 3 nominal heights from 42" to 66"
- Panel thickness shall be 2" nominally
- Panels shall be constructed of a welded steel frame and have no filler material (such as particleboard) for added support.
- Panel skins shall be replaceable without removing the panel from the panel run
- The panel system shall have a universal connector which accommodates panel configurations of in-line, "L", "T", "X"
- Universal panel-to-panel connector shall ship complete with every panel.
- Add-on visual privacy screen is available for attachment to the top of a panel. This is same width or wider than the base panel.
- Panel base covers must be steel with knock outs for receptacles
- Glass stack-on panels are available in frosted/ translucent/clear finish
- Glass panels are available within the system
- Stack-on panels are load bearing
- Panel sizes must dimensionally accommodate various freestanding furniture systems.
- Panels shall have 1" incremental hanging capability inherent in the panel for the full height of the panel surface
- A tack able panel shall be required to eliminate inventory and cost of tack boards
- Panel trim must be steel
- Panel system must have an open non-traditional aesthetic option
- Laminate panel inserts are available for alternate aesthetic.
- Translucent panel inserts are available for alternate aesthetic.
- Fabric stack-on panels are available

## 2. Work Surfaces

Types. The furniture system shall include work surfaces which are panel/system supported and/or freestanding. When panel/system supported and freestanding surfaces are offered, they shall be of similar construction and appearance and shall allow the integration of both types within a workstation. Panel/system supported surfaces may include cantilever, rail, bracket and end supported. Freestanding surfaces may include open base (C- or T-leg) and full-panel end and shall be designed for use with freestanding and/or mobile pedestals

Construction. Top surfaces shall be laminate or wood veneer. Surfaces shall be balanced to resist warping, and undersides shall be smoothly finished. Edges shall be post formed, solid wood, vinyl T molding or self-edge. When self-edging is used, the corners shall be eased.

- Work surfaces shall be available in rectilinear and curvilinear shapes.
- Rectilinear work surfaces shall be available in the following widths and depths:

Widths: 24", 30", 36", 42", 48", 54", 60", 66" and 72"

Depths: 18", 24", and 30"

- Work surfaces shall be available in curvilinear shapes including corner, extended corners, peninsula, visitor, spanner, transaction, linking and transitional designs
- The system must be comprised of curvilinear work surfaces which allow designers to create interior spaces which support teaming and worker interaction within the workstation through linked and shared work surfaces and conferencing shapes. Curves also provide maximum comfort for the user performing computer intensive work or in multi-task environments.
- The system will include transition work surfaces, which provide shared conference space and uninterrupted curvilinear connection between workstations. Available in different shapes: D-shape, fanned, or bullet, or quarter round.
- The system will include visitor work surfaces, which provide informal meeting spaces for guests within the workstation. Available in different shapes: rounded, bubble or fanned.
- The system will include P-shaped, J-shaped, or bubble shaped work surfaces available for managerial workstations and to accommodate meetings of two or more people.
- Work surfaces shall have a minimum of 45-pound density core particleboard and utilize 3-ply construction.
- Wood laminate option shall be available
- Work surfaces shall have ergonomically friendly edges
- The user-edge of all work surfaces shall have at least a 3/8" radius along the top to provide a comfortable and healthy condition for the user's wrist and arms.
- Work surface cantilevers must have mechanical safety locks standard on all units to protect users from accidental disengagement and to ensure secure attachment in the event of seismic activity.
- Work surfaces shall be a balanced construction of a laminate top and a backer underside surrounding a core of solid wood particleboard.
- The system will include a transition work surface (wave shape) which allows a transition from 18"D to 24"D and 24"D to 30"D work surface depth.
- Work surfaces and work surface accessories shall accommodate cable routing, management, and storage
- Work surfaces shall have the option of cantilever support on both ends
- Cantilevers shall have mechanical safety catches
- Side-support brackets to support the work surface shall be available
- Brackets for attaching work surfaces at right angles shall be available
- Work surface support shall be available in standing height options
- Work surfaces must pass all Nema test standards for High Performance Laminates
- Cantilever shall be universal to accommodate left, right, or shared.

### 3. Overhead Storage

- Shelf and door units shall be available in nominal widths from 24" to 48"
- Shelf and door units shall have at least a 20-gauge steel construction with baked-on enamel finish
- Upper storage must have option on flat front or curved front doors
- The entire shelf and overhead cabinet shall be of steel to withstand moving and handling.
- Panel mounted steel upper storage cabinets and shelves shall have a minimum of a 1" rear lip to prevent soiling and damage to the panels.
- Panel mounted steel upper storage shall have a minimum usable shelf depth of 12-5/8" to allow for the use of all types of 4" binders and which allows the door to fully close without pushing binders into the panel surface.
- Overhead storage components must have mechanical safety locks standard on all units to protect users from accidental disengagement and to ensure secure attachment in the event of seismic activity.
- Door units shall have the ability to be moved fully assembled
- Front removable locks shall be available
- Locks shall be concealed
- The overhead door shall have an equalizer for easy opening and to prevent the door from pinching/racking when being opened or closed.
- Shelf and door units shall have mechanical safety catches
- Door shall not fall/close when partially extended
- Shelf and door units shall have a lip on the rear of the shelf of at least 1"
- Shelf and door units shall have a built-in opening that allows cables and connectors to pass from top of panel to work surface
- Shelf light shall be concealed when door is open or closed
- Alternate storage must be available for easy user access and different aesthetic.
- Must have storage that can be up mounted.
- Storage doors should meet and exceed ADA requirements for ease of use.
- Finish is to be mid-grade paint finish.

### 4. Mobile Drawer Pedestals and Fixed Pedestals

Freestanding storage, case goods, desk products, and tables, that are part of the product line offered, are acceptable as furniture systems subject to the contracting officer's approval. These items must meet applicable ANSI/BIFMA requirements that apply to the product offered.

- All drawers within the pedestal and lateral file shall be lockable with one lock.
- Leveling glides are standard to adjust height on uneven floors.
- Pedestals available in nominal 22" and 27" depths.



- Pedestals shall be available with box drawer (6") and file drawer (12" high) options
- Pedestal's depths shall accommodate cable drop behind
- Pedestals shall be available in mobile and fixed varieties and should provide cushion tops for informal visitor seating.
- Pedestals shall have steel construction
- Exterior faces shall have at least 22-gauge steel
- File drawer suspension shall have steel ball bearings and allow for full drawer extension
- Suspension mechanisms shall be enclosed in order eliminate potential for user to be exposed to grease
- Drawers shall have drawer bumpers to cushion and quiet drawers
- Drawers shall have metal pulls not plastic
- Fixed pedestals shall attach to the work surface
- Legal-width filing shall be accommodated in file drawer with use of a divider
- Pedestals shall have front removable locks
- Drawer dividers for 6" drawers shall be available
- File divider (for side-to-side filing) for 12" drawer shall be available
- Pedestal drawers shall be removable without tools
- File drawer shall come with compressor with double lip to accommodate a double row of hanging folders.
- Drawers shall have an anti-rebound mechanism to prevent drawers from rebounding.
- Drawer fronts shall be of metal construction with at least 22-gauge steel not plastic.
- Mobile pedestal is available which allows easy repositioning of pedestal.
- Locking mechanism or locking casters are available on mobile pedestal to prevent accidental movement of the pedestal.
- Lateral files available for installation under work surface
- Pedestals, mobile pedestals, and under work surface laterals must be available with at least two perforated steel options
- Pedestals must be available with seat cushions
- Lateral file drawers are controlled by an interlocking mechanism allowing only one drawer to be opened at one time.
- Mobile pedestals shall have optional 3" casters
- Under work surface laterals shall come standard with side to side hanging file frames to file letter or legal-size paper.

## **5. Filing & Storage**

- Towers must be available in two heights 54" and 66" and one depth 24"
- Towers must have an optional dome
- Towers will be freestanding and provide interiors which can be customized for personal coat storage and work-related storage.
- Storage towers must have four styles of pulls available
- Towers shall come standard with front removable lock for file drawers
- Towers shall have option to lock wardrobe and cabinet

- Tower file drawers shall open their full depth for total access to contents
- Tower file drawers shall be able to accommodate hanging files in front to back configuration without requiring frames
- Towers shall have box, box, file configuration available
- 66" Tower shall have a file, file, file option available
- Towers shall have a filing rail available to accommodate legal or side to side filing
- Towers shall have coat rod with shelf configuration available
- Towers shall come standard with leveling glides
- Vertical files must be available with 2-5 drawers
- Vertical files must be available in 2 depths 26 1/2" and 28 1/2"
- Leveling glides are available on towers and vertical cabinets to allow for leveling on uneven floors.
- Vertical files must be available in both letter and legal widths
- Vertical files must have steel ball bearing, full extension suspension
- Vertical files must come with lock as a standard
- Vertical files must have thumb latch for safety
- Vertical files must have full height sides to eliminate hanging file folder frames.
- Vertical files must come standard with an adjustable divider

## **6. Workstation Lighting**

The furniture system shall include task lighting. As a minimum, task lights shall be capable of mounting beneath a shelf or cabinet. All lights offered shall be Underwriters' Laboratories (UL) approved or approved by other independent testing laboratories using recognized industry standards. Task lights shall have individual on/off switches and shall be equipped with a diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position. Shelf lights shall provide glare control and shall be UL and CSA listed. Electronic ballasts are available on shelf lights, which eliminate fluorescent lamp flicker and computer screen interference. Shelf lights shall be concealed under the shelf and the overhead storage cabinet and allow for tool free installation under overhead cabinets and shelves. Shelf light shall have an optional sliding dimmer control, an optional 50 percent enrage ballast and is shipped with lamp. Shelf light shall have cords at least eight feet in length with on/off switch located near the middle of the fixture.

## **7. Power and Cable Management**

Electrical system. The furniture system shall have an electrical system capable of distributing electrical service to several workstations from a central feed point. The electrical system shall have a minimum capacity for three 20-amp circuits. The system shall provide access to electrical power through receptacles located in the panel raceway. The system may include desk height or desk mounted receptacles. All electrical components shall be UL

listed and labeled or tested and labeled by other independent testing laboratories using recognized industry standards.

Raceway. Raceways, which are an integral part of the system, shall be available. Raceways shall be designed to provide distribution of electrical and communication cables and shall provide capacity for a minimum of six 25-pair cables and the electrical system. Powered raceways shall provide access points for placement of receptacles. Raceway covers shall be replaceable without disassembly of the panel.

- Panels and service panel spines shall have the ability to accommodate at least 45+ cat 5 cables at desk top height (preferred) or underneath the work surface at the panel base.
- Panels shall have the capability to vertically and horizontally route data cable
- Service panel system allows lay-in cabling into the base and at mid height.
- Service panel or spines must be modular and allow for plug and play capability to enable easy change of power and data locations at the desktop
- Service panel or spines should enable ease of cable insertion and reconfiguration at different locations and heights within the service wall.
- The power system is available with 3-circuit, shared neutrals power schematic
- The power system is available with 3-circuit, separate neutrals power schematic
- The power system is available with 4-circuit, 3+D power schematic
- The power system is available with 4-circuit, 3I+1 power schematic
- The power system is available with 4-circuit, 2+2 power schematics
- All power schematics must have the ability to accept 15-amp receptacles
- All power schematics must have the ability to accept 20-amp receptacles
- Each circuit shall have access to either the systems ground or isolated ground
- All panels shall have the option to ship with power factory installed
- All panels shall have the option to ship with power field installed
- The panel system shall have base power-ins to accommodate floor power sources
- The panel system shall have utility poles to accommodate ceiling power and data sources
- All electrical components shall be UL and CSA listed and meet the applicable requirements of the National Electrical Code (NEC)/Canadian Electrical Code (CEC)
- Must have user place able power and data receptacles
- All base power-ins come with flexible, liquid-tight conduit.
- Breakaway base power-in available to meet seismic requirements.
- Power routing shall be in the base of the system.
- Power access shall be below work surface height.
- Power access shall be at work surface height.

- Power access shall be at standing height.
- Data access shall be at work surface height.
- Data access shall be at standing height
- Data access shall be at below work surface height

## **8. Category of Finish/Surface Materials**

Finish grade category to be mid-grade for fabric, paint finish.

- Laminate surface finish to be grade category
- Surface material offerings include wood laminate options (work surfaces only)
- Surface material offerings include a minimum of 5 paint colors
- Surface material offerings include a minimum of 6 laminate colors
- Surface material offerings include a minimum of 8 families of fabrics
- Surface material offerings include panel inserts

## **9. Test Requirements**

The furniture system shall be tested in accordance with the requirements listed below. Representative sample, i.e., worst case testing, is not acceptable for flammability or acoustics.

Flammability. The fire test shall be conducted in accordance with American Society for Testing and Materials (ASTM) Standard E84-8a, Standard Method of Test for Surface Burning Characteristics of Building Materials, by an independent laboratory, the vendors ISO Guide 25 self-certified testing facility, or the vendors ISO 9001 registered facility. The test report shall be not more than one year old at the time set for receipt of offers, and during the term of the contract new testing shall be conducted every three years if the panel construction has not changed. If panel construction is changed new fire tests are required. The test report must state the panel series tested and must state in detail the construction of the panel tested. The test shall be conducted on the entire assembled panel (the complete core, adhesive, decorative fabric, frame and joining components). The test must be conducted on each different fabric, and interior construction. However, additional fabrics may be offered for inclusion under the contract without additional ASTM E-84 testing provided the following conditions are met: (1) An ASTM E-84 test was conducted on the complete panel, which is acceptable to GSA. (2) The fabric on the panel tested under E-84 was tested and complies with National Fire Protection Association (NFPA) Standard No. 701. (3) The additional fabrics offered were tested and comply with NFPA No. 701. (4) There are no other changes in the panel construction.

Alternatively, testing may be conducted in accordance with Underwriters Laboratories (UL) Standard No. 723 or National Fire Protection Association (NFPA) Standard No. 255.

Panel acoustics. The acoustical test for the NRC shall be conducted, by an independent laboratory, the vendors ISO Guide 25 self-certified testing facility, or the vendors ISO 9001 registered facility, in accordance with ASTM Standard C423-08a, "Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method."

The test report shall be not more than three years old at the time set for receipt of offers, and during the term of the contract new testing shall be conducted every five years if the panel construction has not changed. If panel construction is changed a new acoustical test is required. The test report must state the panel series tested and must state in detail the construction of the panel tested. The test shall be conducted on the entire assembled panel, full-face area (the complete core, adhesive, decorative fabric, frame, raceway and joining components). NRC shall utilize an average measurement over the four standard octave intervals, 250, 500, 1000 and 2000 Hz. Both sides of the panel shall be tested. The test must be conducted on each different interior construction offered as an acoustical panel.

Electrical system. The electrical system shall meet the requirements of UL Standard 1286, as applicable.

Panel, panel supported components, overhead storage units, and keyboard surfaces. Unless otherwise noted, panels, panel components, panel mounted components, and keyboard surfaces units shall be tested in accordance with the applicable requirements of American National Standard ANSI/BIFMA X5.6-2003. Representative items shall be selected for testing based on worst case conditions.

Freestanding work surfaces, tables, and computer support furniture. Freestanding work surfaces, tables, and computer support furniture shall be tested in accordance with the requirements of American National Standard ANSI/BIFMA X5.5-2008.

Freestanding/stationary and mobile pedestals. Drawer pedestals shall be tested in accordance with the applicable sections of ANSI/BIFMA X5.9-2004. Any devices used to maintain the stability of the unit, such as counterweights, shall be included in all product furnished under the contract.

Notes.

ANSI/BIFMA. Standards are available from BIFMA International, 678 Front Avenue NW, Suite 150, Grand Rapids, MI 49504-5368. (616) 285-3963

ASTM. Standards are available from the American Society for Testing and Materials, 100 Barr Harbor Dr., West Conshohocken, PA 19428-2925. (610) 832-9585

NFPA. Standards are available from the National Fire Protection Association, 11 Tracy Drive, Avon, MA 02322. (800) 344-3555

UL. Standards are available from Underwriters Laboratories, Inc., 333 Pfingston Rd., Northbrook, IL 60062-2096. (877) 854-3577

## **10. General Conditions**

New modular furniture and free-standing furniture will be reviewed and evaluated specific to Fulton County's Evaluation Criteria and Technical Specifications. Contractor must demonstrate knowledge and certification to handle different furniture systems manufacturers i.e., Herman Miller, Teknion, Steelcase, Knoll.

The Office Furniture Systems Manufacturer must have at least 10 years of systems product experience and an installed base of at least \$550 million over this time period.

- All products, components and hardware shall be standard products as shown in the most recent published price lists or amendments and catalogue. Products offered will be from the current standard published price list.
- Fulton County's furniture needs vary from large projects, to the need for quick ship furniture items. The contractor is requested to identify product standard delivery times and product availability for quick ship program.

# **EXHIBIT D**

# **COMPENSATION**



## **COMPENSATION**

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The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$600,000.00 (Six Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

**BID FORM**

Submitted To: Fulton County Government

Submitted By: 5 Star Office Furniture, Inc.For: **Insert Bid# Modula Workstations and Free Standing Furniture**Submitted on July 12, 2021.

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

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

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

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ 49,664.96 - Total for 4 station clusters A, B & C

**(Dollar Amount In Numbers)**

Forty nine thousand six hundred sixty four dollars and 96 cents.

**(Dollar Amount in Words)**

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

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

**BASE BID AMOUNT**

Bidders are to submit separate pricing for the following:

1. New Modular Furniture and Free Standing Furniture Purchase;
2. Installation and Reconfiguration Services for Modular Furniture, Case Goods, and Panel Systems;
3. All Bids must show Prices for product as separate from shipping and installation of product. If shipping and installation is included in the purchase price the bidding vendor must identify the approx. percentage of the price which would be allocated to shipping and installation;
4. Bidders must submit a separate price to break down and re-install a typical 6x8 workstation as per Typical A and a cluster of 4 Typical A workstations as illustrated on Exhibit A, attached.
5. The vendor is to interpret (one) 6x8 workstation configuration and modify the configuration to optimize its design based on their product line with the objective of Increasing visibility from the workstation while maintaining the workstation function and capacity for filing/storage. This workstation should accommodate the same provision of storage which could be reconfigured differently to increase visibility from the workstation with the use of lower panels and glazing segments. The suggestion provided by the vendor highlights the vendors' knowledge of product applications.

This submission should be based on typical A and priced as a single 6 x 8 workstation as shown in Exhibit A. The vendor is to include a plan of the workstation, photograph or axonometric of the workstation configuration, detailed description (1 paragraph) of the configuration advantages and pricing for a single workstation.

Insert Bid #  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

## PRICING:

### A. Price and itemized breakdown specific for each configuration,

1. Typical A as diagramed (Exhibit A) as a single workstation; \$ 2936.99
2. Typical B as diagramed (Exhibit A) as a single workstation; \$ 4836.03
3. Typical C as diagramed (Exhibit A) as a single workstation; \$ 4643.22
4. Price for a cluster of (4) workstations for Typical A; \$ 11,747.96
5. Price for a cluster of (4) workstations for Typical B; \$ 19,344.12
6. Price for a cluster of (4) workstations for Typical C; \$ 18,572.88
7. Vendors variation of a 6 x 8 workstation as diagramed \$ 2,756.10

(Exhibit A) (Plan, photograph or axonometric to be provided by bidder).

### B. Bidder must provide catalogs of their offerings, indicate the percentage discount offered:

- 8 Discount from AIS list price: 77.5 %
- 9 Discount from MAXON list price: 78 %
- 10 Discount from Knoll list price: 0 %
- 11 Discount from AllSteel list price: 0 %
- 12 Discount from similar equal quality system list price: 72.16 % Teknion
- 13 Discount from DMI list price: 50 %
- 14 Discounts from ARTOPEX list price: 50 %
15. Discount from Hon list price: 50 %
16. Discount from NATIONA list price: 64 %
17. Discount from approved "equal" list price: 50 %
18. Discount form unlisted items needed to complete a  
coordinated interior design package: 50 %

### C. Hourly Labor Rate

19. Labor, flat rate for tearing down and rebuilding existing workstations: \$ 38 /hr.
20. Miscellaneous labor, unit cost per hour (rate must include all related costs such as truck, insurance, equipment, etc. as well as handling and transportation): \$ 225 /hr.
21. Pre-approved overtime/weekend hourly rate:  
(Reimbursed by Fulton County) \$ 57 /hr.
22. Design and project management cost per hour, per project:  
(Vendor must have the ability and resources to visit the departments,  
Determine requirements, develop drawings and parts list for projects) \$ 80 /hr.
- 23 Furniture inventory (labor): \$ 36 /hr.



Insert Bid #  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

24 Warehouse space cost per sq. ft. /month, beginning with the second month.  
Space must be secured and environmentally sound. \$2.50/sq.ft. /hr.

All blanks related to items bid must be filled in or the bid will be considered incomplete. The above rates shall be all inclusive, including but not be limited to, charges for vehicles, drivers, pads, tools, equipment, gas and mileage, supervision, insurance, and all labor. No hidden charges will be allowed or compensated.

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

Enclosed is a Bid Bond (N/A) in the approved form, in the sum of:

N/A \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) according to the conditions of "Instructions to Bidders" and provisions thereof.

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

ADDENDUM #	<u>1</u>	DATED	<u>June 30, 2021</u>
ADDENDUM #	<u>2</u>	DATED	<u>June 30, 2021</u>
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: 5 Star Office Furniture, Inc.

Signed by: Trish Floyd  
[Type or Print Name]

Title: CFO

Business Address: 2864 Franklin St.

Avondale Estates, GA 30002

Business Phone: 404-423-4872

Insert Bid #  
Modular Workstations and Free Standing Furniture

Section 2  
Bid Form

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
Trish Floyd	2864 Franklin St. Avondale Estates, GA 30002
Carey Beavers	2864 Franklin St. Avondale Estates, GA 30002

END OF SECTION

# **EXHIBIT E**

## **PURCHASING FORMS**



STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** 5 Star Office Furniture, Inc. 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.

471545

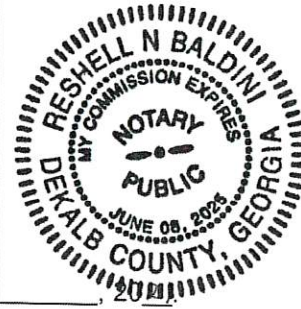
EEV/Basic Pilot Program\* User Identification Number

5 Star Office Furniture, Inc.  
BY Trish Floyd Authorized Officer of Agent  
(Insert Contractor Name)

CFO

Title of Authorized Officer or Agent of Contractor

Trish Floyd  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 9<sup>th</sup> day of July, 2021.Notary Public: Rebelle N. BaldiniCounty: DeKalbCommission Expires: 6-8-2025

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

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

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

N/A

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

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

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

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

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

<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].

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

(ATTACH COPY OF LICENSE)

N/A

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

Contractor's Name: \_\_\_\_\_

General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

(ATTACH COPY OF LICENSE)

N/A

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_\_ Sub-Contractor \_\_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

N/A



**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

Carey Beavers - CEO 51% owner-Offeror

Trish Floyd - CFO 49% owner responsible for accounts payable and receivables on all projects

Reshell Baldini-COO 0% owner - Client development

Shannon Bright - Sales representative and point of contact

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.

5 Star office Furniture is a full service office furniture dealership. The company has been in business for 13 years working with a compilation of clients including GSA, State and Local Government and commercial businesses

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

5 Star Office Furniture has done business with Fulton County in the past.

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO

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

Circle One: YES ☒ NO



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

Circle One:

YES

☒ NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

21ITB130147C-GS  
Modular Workstations and Free Standing Furniture

Section 6  
Purchasing Forms and Instructions

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 9<sup>th</sup> day of July, 2021

Trish Floyd 7-9-21  
(Legal Name of Proponent) (Date)

[Signature] 7-9-21  
(Signature of Authorized Representative) (Date)

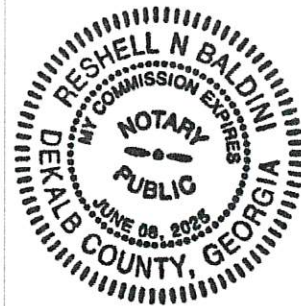
CFO  
(Title)

Sworn to and subscribed before me,

This 9<sup>th</sup> day of July, 2021

Reshell N. Baldini  
(Notary Public) (Seal)

Commission Expires 6-8-2025  
(Date)



## City of Avondale Estates

21 North Avondale Plaza, Avondale Estates, Georgia 30002

5 Star Office Furniture, Inc.  
2864 Franklin St  
Avondale Estates, GA 30002

Date Issued: 3/24/2021

Registration No: 2021 - 612

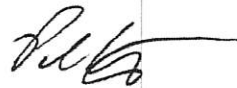
### Registration For:

Office Furniture Dealership-Office  
73 Services-Business  
Tax ID: 26-2520048

Authorizing said business in Avondale Estates from  
**April 1, 2021 through March 31, 2022**

**Document must be placed in plain view**

Assistant City Manager, Finance & Administration



# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**

21ITB130147C-GS

Modula Workstations and Free Standing Furniture

Section 7

Contract Compliance Requirements

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

"Know all persons by these presents, that I/We (Trish Floyd),  
Name

Principal / CFO  
Title

5 star Office Furniture, Inc.  
Firm Name

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

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

NAME: Trish Floyd TITLE: CFO / Principle

SIGNATURE: [Signature]

ADDRESS: 2864 Franklin St. Avondale Estates Ga 30002

PHONE NUMBER: 404-496-4182 EMAIL: trish@5starofficefurniture.com



## EXHIBIT B – EMPLOYMENT REPORT

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

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS		3		0														
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS	2		2		2													
SALES WORKERS		1		1				1										
ADMINISTRATIVE SUPPORT WORKERS		2		0														
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL	2	6	2	1														

FIRM'S NAME: 5 Star Office Furniture

CONTACT NAME: Trish Floyd

EMAIL: Trish@5StarOfficeFurniture.com PHONE NUMBER: 404-446-6182 x105

SUBMITTED BY: Trish Floyd TITLE: Principal / CEO

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

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

Prime Bidder/Proposer Company Name 5 Star Office Furniture, Inc

ITB/RFP Name & Number: 21IT0130147C - GS / Modular Workstations

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

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

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

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

JV Partner(s) information:

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

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

SUBCONTRACTOR NAME: Synergy Installation  
 ADDRESS: 1327 Northbrook Pkwy Suite 470  
Suwanee Ga 30024  
 EMAIL ADDRESS: tonyl@synergyinstallation.com PHONE: 770-237-9009  
 CONTACT PERSON: Tony Lavo  
 ETHNIC GROUP\*: Caucasian COUNTY CERTIFIED\*\* N/A  
 WORK TO BE PERFORMED: furniture Installation  
 DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

percentage varies from  
 Job to Job but ranging  
 from 10 - 20 %



N/A

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

---

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

---

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

---

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

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

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

Total Percentage of Subcontractor Value: (%)

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

Signature: [Signature] Title: CFO

Business or Corporate Name: 5 star Office Furniture, Inc

Address: 2864 Franklin St.  
Avondale Estates Ga 30002

Telephone: (404) 496-4182

Fax Number: (404) 806-7184

Email Address: trish@5starofficefurniture.com

## EXHIBIT D

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

N/A

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

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

From: \_\_\_\_\_  
(Name of Subcontractor's Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

AMOUNT OF PAY APPLICATION THIS PERIOD: \$ \_\_\_\_\_  
TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD: \$ \_\_\_\_\_  
TOTAL AMOUNT PAID YEAR TO DATE: \$ \_\_\_\_\_

24/10

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)						
Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Starting Date	Contract Period Ending Date
TOTALS						

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name)  
Notary: \_\_\_\_\_ Date: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





The mission of 5 Star Office Furniture's Equal Employment Opportunity (OEEEO) and Equal Business Opportunity (EBO) Plan is to ensure equity and fairness in employment and contracting of employment to all qualified individuals and entities. This protection extends to all employees and applicants without regard to race, color, religion, sex, national origin, sexual orientation, ancestry, age, disability, or Vietnam Era Veteran status.

The purpose of our program is to administer and monitor a fair adherence to all applicable Equal Employment and non-discrimination laws, regulations, policies and guidelines.

5 Star Office Furniture has reviewed the solicitation carefully and knows that diversity and equal business opportunity are important to Fulton County. The plan of 5 Star Office Furniture would be to increase opportunities of diversity by hiring minority and female owned business as subcontractors with our company when opportunities are available as 5 Star Office Furniture is a Certified Women owned business.

Trish Floyd

  
Signature

Date

7-9-2021

Principal  
Title

CFO



WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

5 Star Office Furniture, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Greater  
Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: May 31, 2012  
Expiration Date: May 31, 2022  
WBENC National Certification Number: 2005120318

Authorized by Roz Lewis, President & CEO  
Women's Business Center



NAICS: 442110, 337211  
UNSPSC: 56101700, 56111500, 56111501, 56111502, 56111503, 56111504, 56111505, 56111506, 56111507, 56111508, 56111509, 56111511, 56111512, 56111513,  
56111514, 72153606



## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**



**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS  
Modular Workstation and Free Standing Furniture Installations**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations) General Aggregate		\$2,000,000

21ITB130147C-GS

Modular Workstations and Free Standing Furniture

Section 5

Insurance and Risk Management Provisions

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

**4. UMBRELLA LIABILITY**

	Per Occurrence	\$2,000,000
(In excess of Auto, General Liability and Employers Liability)		

**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to 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/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor 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 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 negligence of the Consultant/Contractor 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/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor 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/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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



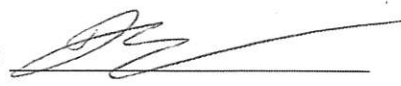
PROTECTION OF PROPERTY

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

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

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

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

COMPANY: 5 star Office Furnish Inc. SIGNATURE:   
NAME: Trish Floyd TITLE: CFO DATE: 7-9-2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2021

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>  John Oxford III 1393 Church St Decatur GA 30030	<b>CONTACT NAME:</b> Stacie Karpathy <b>PHONE (A/C, No, Ext):</b> 404.228.5450 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> stacie@joxford.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B : State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Fire and Casualty Company	25143	INSURER B : State Farm Mutual Automobile Insurance Company	25178	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  5 Star Office Furniture 2864 Franklin St Avondale Est GA 30002															

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	91-AP-C194-8	07/10/2021	07/10/2022	EACH OCCURRENCE \$ 2,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 2,000,000							
							GENERAL AGGREGATE \$ 4,000,000	
							PRODUCTS - COMP/OP AGG \$ 4,000,000	
							\$	
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	962 6697 F14 11A	12/14/2021	06/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$	
	BODILY INJURY (Per person) \$ 1,000,000							
	BODILY INJURY (Per accident) \$ 1,000,000							
	PROPERTY DAMAGE (Per accident) \$ 1,000,000							
							\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
							\$	
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	Y/N	N/A	Y	91-GL-Q885-7	03/12/2021	03/12/2022	<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)

Furniture Consultation and Sales

21ITB130147C-GS Modular Workstations and Freestanding Furniture

**CERTIFICATE HOLDER**
**CANCELLATION**

Fulton County Government - Purchasing Department 130 Peachtree St SW - Suite 1168 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. <b>AUTHORIZED REPRESENTATIVE</b> 
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**21-1038 Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in the amount not to exceed \$625,000,000.00 with Automotive Rental Inc. (Mt Laurel, NJ), to provide repairs and maintenance for specialized heavy equipment and other fleet vehicles for Fulton County. Effective date: January 1, 2022 through December 31, 2022.

**21-1039 Real Estate and Asset Management**

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD-0000164-0002 for Natural Gas Firm Accounts and SWC #99999-001-SPD0000192-0002, Natural Gas Interruptible Delivery Service, in the total amount of \$750,000.00 with (A) Scana Energy Marketing, Inc. (Atlanta, GA) in the amount of \$350,000.00, to provide Natural Gas Services to all County facilities which include 104 firm delivery accounts; and (B) Texican Industrial Energy Marketing (Atlanta, GA) in the amount of \$400,000.00, to provide natural gas for one interruptible account for the Fulton County Jail Complex. Effective dates: January 1, 2022 through December 31, 2022.

**21-1040 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 21ITB131850C-MH, Countywide Spot Cooler and Heat Pump Rental in the amount of \$47,880.00 with Spot Coolers, Inc. (Norcross, GA), to provide on-site portable air-cooled spot coolers and heat pump rental units with the necessary accessories for set-up at any designated Fulton County facilities on an "as needed" emergency basis. Effective January 1, 2022 through December 31, 2022, with two renewal options.

**21-1041 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, Bid#21ITB130147C-GS, Modular Workstations and Free Standing Furniture Countywide, in the total amount of \$1,200,000.00 with (A) 5 Star Office Furniture/State Office Furniture, LLC (Avondale Estates, GA) in the amount of \$600,000.00 and (B) Office Design Concept GA, LLC (Atlanta, GA) in the amount of \$400,000.00 to provide office modular workstation systems and free standalone furniture for Fulton County agencies on an "as needed" basis; and (C) Beltmann Relocation (Stone Mountain, GA) in the amount of \$200,000.00, to provide all labor for breaking down and reconfigurations of existing workstations and office relocation by requested user departments on an "as needed" basis for Fulton County agencies. Effective dates: January 1, 2022, through December 31, 2022 with two renewal options.

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] 5 Star Office Furniture 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.

175 7287  
EEV/Basic Pilot Program\* User Identification Number

Alex Tarr  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

PRESIDENT  
Title of Authorized Officer or Agent of Subcontractor

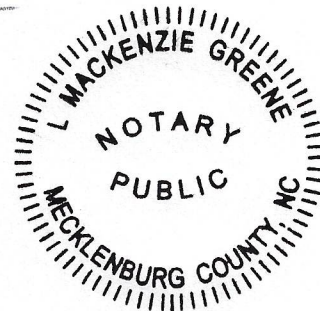
Alex Tarr  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 20<sup>th</sup> day of January, 2022

Notary Public: L Mackenzie Greene

County: Mecklenburg

Commission Expires: 7/8/2023



<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].





**CONTRACT DOCUMENTS FOR**  
**21ITB130147C-GS (C)**  
**MODULAR WORKSTATIONS AND FREE STANDING**  
**FURNITURE COUNTYWIDE**  
  
**For**  
  
**DEPARTMENT OF REAL ESTATE AND ASSET**  
**MANAGEMENT**

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ARTICLE 6.	<u>MODIFICATIONS/CHANGE ORDERS</u>
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*Exhibits*

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

## CONTRACT AGREEMENT

Contractor: Beltmann Relocation Group

Contract No.: 21ITB130147C-GS, Modular Workstations and Free Standing Furniture Countywide (C)

Address: 4897 Lewis Road  
City, State: Stone Mountain, GA 30087

Telephone: (770) 652-9479

Email: [charlie.shockley@beltmann.com](mailto:charlie.shockley@beltmann.com)

Contact: Charlie Shockley  
Account Executive

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

### WITNESSETH

WHEREAS, County through its Department of Real Estate and Asset Management hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide modular workstations and free-standing furniture, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on December 15, 2021, BOC# 21-1041(C).

#### ARTICLE 2. **SEVERABILITY**

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

#### ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services

specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

#### ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

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

#### ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

#### ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

#### ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

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



**a. Commencement Term**

The “Commencement Term” of this Agreement shall begin on 1<sup>st</sup> day of January 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2022. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

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

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

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

**d. Same Terms**

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

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

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

**ARTICLE 9. COMPENSATION**

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

The total contract amount for the Project shall not exceed \$200,000.00 (Two Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

**ARTICLE 10. PERSONNEL AND EQUIPMENT**

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

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

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

**ARTICLE 11. SUSPENSION OF WORK**

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

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

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

## ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said

work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

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

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

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

#### ARTICLE 15. **WAIVER OF BREACH**

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

## ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

## ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

## ARTICLE 18. **INDEMNIFICATION**

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

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

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

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

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

#### **18.4 Separate Counsel.**

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



shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

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

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

#### ARTICLE 19. **COVENANT AGAINST CONTINGENT FEES**

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

#### ARTICLE 20. **INSURANCE**

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

shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 21. **PROHIBITED INTEREST**

##### Section 21.01 **Conflict of interest:**

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

##### Section 21.02 **Interest of Public Officials:**

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

#### ARTICLE 22. **SUBCONTRACTING**

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

#### ARTICLE 23. **ASSIGNABILITY**

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

#### ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

#### ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of

the County for examination all of its records with respect to all matters covered by this Agreement.

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

#### ARTICLE 26. **ACCOUNTING SYSTEM**

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

#### ARTICLE 27. **VERBAL AGREEMENT**

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

#### ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management  
Director  
141 Pryor Street, S.W., Suite G119  
Atlanta, Georgia 30303  
Telephone: (404) 612-5900  
Email: [joseph.davis@fultoncountyga.gov](mailto:joseph.davis@fultoncountyga.gov)  
Attention: Joseph N. Davis

**With a copy to:**

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

Notices to Contractor shall be addressed as follows:

Charlie Shockley  
Account Executive  
Beltmann Relocation Group  
4897 Lewis Road  
Stone Mountain, GA 30087  
Telephone: (770) 652-9479  
Email: [charlie.shockley@beltmann.com](mailto:charlie.shockley@beltmann.com)  
Attention: Charlie Shockley

**ARTICLE 29. JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

### ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

### ARTICLE 32. **OPEN RECORDS ACT**

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

### ARTICLE 33. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all

support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

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

**Via Mail:**

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

OR

**Via Email:**

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

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

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed



- e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
  - b. Department Representative Name

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

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

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

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

#### ARTICLE 34. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County

shall have no liability to the Contractor for payment of any tax from which it is exempt.

#### ARTICLE 35. **PERMITS, LICENSES AND BONDS**

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

#### ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

**FULTON COUNTY, GEORGIA**

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

ATTEST:

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

(Affix County Seal)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joseph N. Davis, Director  
Department of Real Estate and Asset  
Management

CONTRACTOR:

**BELTMANN RELOCATION  
GROUP**

DocuSigned by:  
*Charlie Shockley*  
73B860D22F99401...

\_\_\_\_\_  
Charlie Shockley  
Account Executive

ATTEST:

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

(Affix Corporate Seal)

ATTEST:

\_\_\_\_\_  
Notary Public

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

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

(Affix Notary Seal)

**ITEM#:** \_\_\_\_\_ **RCS:** \_\_\_\_\_  
**RECESS MEETING**

12/20/21, 3:18 PM

GEORGIA



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name: **BELTMANN GROUP INCORPORATED** Control Number: **K905138**

Business Type: **Foreign Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **2480 LONG LAKE ROAD, ROSEVILLE, MN, 55113-2534, USA** Date of Formation / Registration Date: **1/25/1999**

Jurisdiction: **Minnesota** Last Annual Registration Year: **2021**

### REGISTERED AGENT INFORMATION

Registered Agent Name: **C T Corporation System**

Physical Address: **289 S Culver St, Lawrenceville, GA, 30046-4805, USA**

County: **Gwinnett**

### OFFICER INFORMATION

Name	Title	Business Address
DANN W. BATTINA	CEO	2480 LONG LAKE ROAD, ROSEVILLE, MN, 55113, USA
Mark J Emmen	CFO	2480 LONG LAKE ROAD, ROSEVILLE, MN, 55113, USA
Mark J. Emmen	Secretary	2480 LONG LAKE ROAD, ROSEVILLE, MN, 55113, USA

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,  
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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# **ADDENDA**



**Date:** Wednesday, June 30, 2021

**Project Number:** 21ITB130147C-GS

**Project Title:** Modular Workstations and Free Standing Furniture Countywide

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

**ADDENDUM NO. 1**

**Question: Alternates**

During the Pre -Bid Conference I described our furniture as being able to provide similar configurations, but that all our furniture is mobile. In the bid it states that we are not to bid alternates in the provided forms. How do we submit all the information as an alternate? Provide similar configurations and pertinent documentation? Do we put N/A in the conventional furniture bid? Thanks in advance for your help.

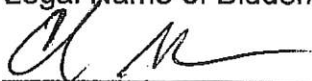
**Answer:** No Alternates Bid will be accepted.

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 1, 12th day of July, 2021.

**Beltmann Relocation Group**

Legal Name of Bidder/Proposer



Signature of Authorized Representative

**Account Executive**

Title



**Date:** Wednesday, June 30, 2021

**Project Number:** 21ITB130147C-GS

**Project Title:** Modular Workstations and Free Standing Furniture Countywide

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

**ADDENDUM NO. 2**

**Question: Alternates**

During the Pre-Bid Conference I described our furniture as being able to provide similar configurations, but that all our furniture is mobile. In the bid it states that we are not to bid alternates in the provided forms. How do we submit all the information as an alternate? Provide similar configurations and pertinent documentation? Do we put N/A in the conventional furniture bid? Thanks in advance for your help.

**Answer:** No Alternates Bid will be accepted.

The undersigned Bidder acknowledges receipt of this Addendum by uploading this form with the Bid submittal package.

This is to acknowledge receipt of Addendum No. 2, 12 day of July, 2021.

BEUTMANN RELOCATION GROUP  
Legal Name of Bidder/Proposer

[Signature]  
Signature of Authorized Representative

ACCOUNT EXECUTIVE  
Title



# **EXHIBIT A**

## **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

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

Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

## **Special Conditions**

The Contractor is to include the following:

- Catalogue & product brochure of furniture line or lines.
- Identification of furniture line's ability to be reconfigured to be flexible and to expand with additional stations of the same and/or different configuration.
- Detailed description identifying how work surfaces, filing systems, various panel heights and glazing components and options are attached and installed to the panel system and if the enclosing partition/ service wall has the ability for work surfaces to be configured off module.
- Identification of the modular systems Plug and Play capability specific to accommodate data, power and communications at
  - 1) Variable heights
  - 2) Desk height
  - 3) Below works surface height
- Enclose a fact sheet on the modular furniture systems technical specifications that meet Fulton County's requirements as outlined in the ITB.
- The first 30 days of warehouse space are to be provided at no charge.

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Contractor shall provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County.

Contractor shall furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide Modular Workstations and Free-Standing Furniture and/or services to install, reconfigure, repair and inventory at various facilities in Fulton County.

Scope of work includes but is not limited to:

- Modular Furniture
- Re-configurations
- Purchase of new furniture
- Inventory of existing materials, and
- Receiving/installation of new material per job
- Office Relocation/Moves as requested

Contractor to provide office furniture systems and standalone furniture for special areas, and associated services for installation and reconfiguration of existing and new furniture environments.

Office Furniture systems are designed to interconnect to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations such as stand-alone workstations, workstation clusters. Office furniture systems generally includes interconnecting, structural panels as central integrating elements or may employ rail, beam, frame, structural upright, core or freestanding based elements.

Systems furniture must have an inherent flexible ability to plug and play with direct connections from and to architecture and other furniture elements within the product line and associated furniture line portfolio; Ability to integrate off module configurations; Ability to establish an infrastructure to enable ease of reconfiguration; Ability to accommodate easy spatial footprint modifications by incremental modules.

Panels/privacy screens, work surfaces, overhead storage, pedestals, filing, task management systems, lighting, electrical and wire management comprises furniture systems. Floor to ceiling demountable walls, partial height architectural type walls, and spine walls which accommodate system furniture components are acceptable as part of a furniture systems product line or when offered in conjunction with a furniture systems product line. "Systems" consisting of traditional conventional furniture such as desks, returns, carrels, credenzas, etc. are not acceptable.



Office furniture may also be designed to accommodate Community Settings. Community settings support collaborative work allowing the user to form small group discussion areas. Community settings may also be used as training, and teaming areas that is composed easily through the arrangement of mobile furniture such as white boards, privacy panels, lounge chairs with laptop or writing surfaces, work and laptop tables.

The requirements contained herein are the minimum required features to be accepted under this contract. The manufacturer may offer additional products, which are designed to enhance the function of the furniture system. Acceptance of products not specified herein is at the contracting officer's option.

## **1. Modular Panels**

Flammability: All panels, face panels, face units, and panel inserts offered shall have a maximum smoke development rating of 450 and a maximum flame spread rating of 25 and shall be rated as Class A (0-25 flame spread rating), Class B (26-75 flame spread) or Class C (76-200 flame spread) when tested as specified herein. All product lines offered for GSA contract must include Class A rated products and may include Class B and Class C rated products.

Acoustics: Acoustical panels must have a minimum noise reduction coefficient (NRC) of 0.65 when tested as specified herein. Face panels, face units, and panel inserts if classified as acoustical must have a minimum noise reduction coefficient of 0.65.

Dimensions: Panels for panel-based systems shall be available in a variety of heights and widths. Furniture systems not based on structural panels must allow for varying sizes of components and workstation configurations.

Connections: Furniture systems shall be capable of connecting in a variety of configurations. Panel based systems shall allow for the connection of panels of differing heights and the connection of two, three or four panels from a single point.

Component Mounting: Panel based systems shall provide for the mounting of components at varying heights on both sides of the panel. Furniture systems not based on structural panels must allow for the support of overhead cabinets, shelves, work surfaces, task lighting, and paper management.

Leveling and Alignment: The system shall provide precise alignment of adjacent panels and/or components and shall include leveling glides to compensate for uneven floors. A minimum 20-mm adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be 25 mm.

- Panels shall be available in 6 nominal widths from of 24" to 60"
- Panels shall be available in 3 nominal heights from 42" to 66"
- Panel thickness shall be 2" nominally
- Panels shall be constructed of a welded steel frame and have no filler material (such as particleboard) for added support.
- Panel skins shall be replaceable without removing the panel from the panel run
- The panel system shall have a universal connector which accommodates panel configurations of in-line, "L", "T", "X"
- Universal panel-to-panel connector shall ship complete with every panel.
- Add-on visual privacy screen is available for attachment to the top of a panel. This is same width or wider than the base panel.
- Panel base covers must be steel with knock outs for receptacles
- Glass stack-on panels are available in frosted/ translucent/clear finish
- Glass panels are available within the system
- Stack-on panels are load bearing
- Panel sizes must dimensionally accommodate various freestanding furniture systems.
- Panels shall have 1" incremental hanging capability inherent in the panel for the full height of the panel surface
- A tack able panel shall be required to eliminate inventory and cost of tack boards
- Panel trim must be steel
- Panel system must have an open non-traditional aesthetic option
- Laminate panel inserts are available for alternate aesthetic.
- Translucent panel inserts are available for alternate aesthetic.
- Fabric stack-on panels are available

## 2. Work Surfaces

Types. The furniture system shall include work surfaces which are panel/system supported and/or freestanding. When panel/system supported and freestanding surfaces are offered, they shall be of similar construction and appearance and shall allow the integration of both types within a workstation. Panel/system supported surfaces may include cantilever, rail, bracket and end supported. Freestanding surfaces may include open base (C- or T-leg) and full-panel end and shall be designed for use with freestanding and/or mobile pedestals

Construction. Top surfaces shall be laminate or wood veneer. Surfaces shall be balanced to resist warping, and undersides shall be smoothly finished. Edges shall be post formed, solid wood, vinyl T molding or self-edge. When self-edging is used, the corners shall be eased.

- Work surfaces shall be available in rectilinear and curvilinear shapes.
- Rectilinear work surfaces shall be available in the following widths and depths:

Widths: 24", 30", 36", 42", 48", 54", 60", 66" and 72"

Depths: 18", 24", and 30"

- Work surfaces shall be available in curvilinear shapes including corner, extended corners, peninsula, visitor, spanner, transaction, linking and transitional designs
- The system must be comprised of curvilinear work surfaces which allow designers to create interior spaces which support teaming and worker interaction within the workstation through linked and shared work surfaces and conferencing shapes. Curves also provide maximum comfort for the user performing computer intensive work or in multi-task environments.
- The system will include transition work surfaces, which provide shared conference space and uninterrupted curvilinear connection between workstations. Available in different shapes: D-shape, fanned, or bullet, or quarter round.
- The system will include visitor work surfaces, which provide informal meeting spaces for guests within the workstation. Available in different shapes: rounded, bubble or fanned.
- The system will include P-shaped, J-shaped, or bubble shaped work surfaces available for managerial workstations and to accommodate meetings of two or more people.
- Work surfaces shall have a minimum of 45-pound density core particleboard and utilize 3-ply construction.
- Wood laminate option shall be available
- Work surfaces shall have ergonomically friendly edges
- The user-edge of all work surfaces shall have at least a 3/8" radius along the top to provide a comfortable and healthy condition for the user's wrist and arms.
- Work surface cantilevers must have mechanical safety locks standard on all units to protect users from accidental disengagement and to ensure secure attachment in the event of seismic activity.
- Work surfaces shall be a balanced construction of a laminate top and a backer underside surrounding a core of solid wood particleboard.
- The system will include a transition work surface (wave shape) which allows a transition from 18"D to 24"D and 24"D to 30"D work surface depth.
- Work surfaces and work surface accessories shall accommodate cable routing, management, and storage
- Work surfaces shall have the option of cantilever support on both ends
- Cantilevers shall have mechanical safety catches
- Side-support brackets to support the work surface shall be available
- Brackets for attaching work surfaces at right angles shall be available
- Work surface support shall be available in standing height options
- Work surfaces must pass all Nema test standards for High Performance Laminates
- Cantilever shall be universal to accommodate left, right, or shared.

### 3. Overhead Storage

- Shelf and door units shall be available in nominal widths from 24" to 48"
- Shelf and door units shall have at least a 20-gauge steel construction with baked-on enamel finish
- Upper storage must have option on flat front or curved front doors
- The entire shelf and overhead cabinet shall be of steel to withstand moving and handling.
- Panel mounted steel upper storage cabinets and shelves shall have a minimum of a 1" rear lip to prevent soiling and damage to the panels.
- Panel mounted steel upper storage shall have a minimum usable shelf depth of 12-5/8" to allow for the use of all types of 4" binders and which allows the door to fully close without pushing binders into the panel surface.
- Overhead storage components must have mechanical safety locks standard on all units to protect users from accidental disengagement and to ensure secure attachment in the event of seismic activity.
- Door units shall have the ability to be moved fully assembled
- Front removable locks shall be available
- Locks shall be concealed
- The overhead door shall have an equalizer for easy opening and to prevent the door from pinching/racking when being opened or closed.
- Shelf and door units shall have mechanical safety catches
- Door shall not fall/close when partially extended
- Shelf and door units shall have a lip on the rear of the shelf of at least 1"
- Shelf and door units shall have a built-in opening that allows cables and connectors to pass from top of panel to work surface
- Shelf light shall be concealed when door is open or closed
- Alternate storage must be available for easy user access and different aesthetic.
- Must have storage that can be up mounted.
- Storage doors should meet and exceed ADA requirements for ease of use.
- Finish is to be mid-grade paint finish.

### 4. Mobile Drawer Pedestals and Fixed Pedestals

Freestanding storage, case goods, desk products, and tables, that are part of the product line offered, are acceptable as furniture systems subject to the contracting officer's approval. These items must meet applicable ANSI/BIFMA requirements that apply to the product offered.

- All drawers within the pedestal and lateral file shall be lockable with one lock.
- Leveling glides are standard to adjust height on uneven floors.
- Pedestals available in nominal 22" and 27" depths.

- Pedestals shall be available with box drawer (6") and file drawer (12" high) options
- Pedestal's depths shall accommodate cable drop behind
- Pedestals shall be available in mobile and fixed varieties and should provide cushion tops for informal visitor seating.
- Pedestals shall have steel construction
- Exterior faces shall have at least 22-gauge steel
- File drawer suspension shall have steel ball bearings and allow for full drawer extension
- Suspension mechanisms shall be enclosed in order eliminate potential for user to be exposed to grease
- Drawers shall have drawer bumpers to cushion and quiet drawers
- Drawers shall have metal pulls not plastic
- Fixed pedestals shall attach to the work surface
- Legal-width filing shall be accommodated in file drawer with use of a divider
- Pedestals shall have front removable locks
- Drawer dividers for 6" drawers shall be available
- File divider (for side-to-side filing) for 12" drawer shall be available
- Pedestal drawers shall be removable without tools
- File drawer shall come with compressor with double lip to accommodate a double row of hanging folders.
- Drawers shall have an anti-rebound mechanism to prevent drawers from rebounding.
- Drawer fronts shall be of metal construction with at least 22-gauge steel not plastic.
- Mobile pedestal is available which allows easy repositioning of pedestal.
- Locking mechanism or locking casters are available on mobile pedestal to prevent accidental movement of the pedestal.
- Lateral files available for installation under work surface
- Pedestals, mobile pedestals, and under work surface laterals must be available with at least two perforated steel options
- Pedestals must be available with seat cushions
- Lateral file drawers are controlled by an interlocking mechanism allowing only one drawer to be opened at one time.
- Mobile pedestals shall have optional 3" casters
- Under work surface laterals shall come standard with side to side hanging file frames to file letter or legal-size paper.

## **5. Filing & Storage**

- Towers must be available in two heights 54" and 66" and one depth 24"
- Towers must have an optional dome
- Towers will be freestanding and provide interiors which can be customized for personal coat storage and work-related storage.
- Storage towers must have four styles of pulls available
- Towers shall come standard with front removable lock for file drawers
- Towers shall have option to lock wardrobe and cabinet

- Tower file drawers shall open their full depth for total access to contents
- Tower file drawers shall be able to accommodate hanging files in front to back configuration without requiring frames
- Towers shall have box, box, file configuration available
- 66" Tower shall have a file, file, file option available
- Towers shall have a filing rail available to accommodate legal or side to side filing
- Towers shall have coat rod with shelf configuration available
- Towers shall come standard with leveling glides
- Vertical files must be available with 2-5 drawers
- Vertical files must be available in 2 depths 26 1/2" and 28 1/2"
- Leveling glides are available on towers and vertical cabinets to allow for leveling on uneven floors.
- Vertical files must be available in both letter and legal widths
- Vertical files must have steel ball bearing, full extension suspension
- Vertical files must come with lock as a standard
- Vertical files must have thumb latch for safety
- Vertical files must have full height sides to eliminate hanging file folder frames.
- Vertical files must come standard with an adjustable divider

## **6. Workstation Lighting**

The furniture system shall include task lighting. As a minimum, task lights shall be capable of mounting beneath a shelf or cabinet. All lights offered shall be Underwriters' Laboratories (UL) approved or approved by other independent testing laboratories using recognized industry standards. Task lights shall have individual on/off switches and shall be equipped with a diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position. Shelf lights shall provide glare control and shall be UL and CSA listed. Electronic ballasts are available on shelf lights, which eliminate fluorescent lamp flicker and computer screen interference. Shelf lights shall be concealed under the shelf and the overhead storage cabinet and allow for tool free installation under overhead cabinets and shelves. Shelf light shall have an optional sliding dimmer control, an optional 50 percent enrage ballast and is shipped with lamp. Shelf light shall have cords at least eight feet in length with on/off switch located near the middle of the fixture.

## **7. Power and Cable Management**

Electrical system. The furniture system shall have an electrical system capable of distributing electrical service to several workstations from a central feed point. The electrical system shall have a minimum capacity for three 20-amp circuits. The system shall provide access to electrical power through receptacles located in the panel raceway. The system may include desk height or desk mounted receptacles. All electrical components shall be UL

listed and labeled or tested and labeled by other independent testing laboratories using recognized industry standards.

Raceway. Raceways, which are an integral part of the system, shall be available. Raceways shall be designed to provide distribution of electrical and communication cables and shall provide capacity for a minimum of six 25-pair cables and the electrical system. Powered raceways shall provide access points for placement of receptacles. Raceway covers shall be replaceable without disassembly of the panel.

- Panels and service panel spines shall have the ability to accommodate at least 45+ cat 5 cables at desk top height (preferred) or underneath the work surface at the panel base.
- Panels shall have the capability to vertically and horizontally route data cable
- Service panel system allows lay-in cabling into the base and at mid height.
- Service panel or spines must be modular and allow for plug and play capability to enable easy change of power and data locations at the desktop
- Service panel or spines should enable ease of cable insertion and reconfiguration at different locations and heights within the service wall.
- The power system is available with 3-circuit, shared neutrals power schematic
- The power system is available with 3-circuit, separate neutrals power schematic
- The power system is available with 4-circuit, 3+D power schematic
- The power system is available with 4-circuit, 3I+1 power schematic
- The power system is available with 4-circuit, 2+2 power schematics
- All power schematics must have the ability to accept 15-amp receptacles
- All power schematics must have the ability to accept 20-amp receptacles
- Each circuit shall have access to either the systems ground or isolated ground
- All panels shall have the option to ship with power factory installed
- All panels shall have the option to ship with power field installed
- The panel system shall have base power-ins to accommodate floor power sources
- The panel system shall have utility poles to accommodate ceiling power and data sources
- All electrical components shall be UL and CSA listed and meet the applicable requirements of the National Electrical Code (NEC)/Canadian Electrical Code (CEC)
- Must have user place able power and data receptacles
- All base power-ins come with flexible, liquid-tight conduit.
- Breakaway base power-in available to meet seismic requirements.
- Power routing shall be in the base of the system.
- Power access shall be below work surface height.
- Power access shall be at work surface height.



- Power access shall be at standing height.
- Data access shall be at work surface height.
- Data access shall be at standing height
- Data access shall be at below work surface height

## **8. Category of Finish/Surface Materials**

Finish grade category to be mid-grade for fabric, paint finish.

- Laminate surface finish to be grade category
- Surface material offerings include wood laminate options (work surfaces only)
- Surface material offerings include a minimum of 5 paint colors
- Surface material offerings include a minimum of 6 laminate colors
- Surface material offerings include a minimum of 8 families of fabrics
- Surface material offerings include panel inserts

## **9. Test Requirements**

The furniture system shall be tested in accordance with the requirements listed below. Representative sample, i.e., worst case testing, is not acceptable for flammability or acoustics.

Flammability. The fire test shall be conducted in accordance with American Society for Testing and Materials (ASTM) Standard E84-8a, Standard Method of Test for Surface Burning Characteristics of Building Materials, by an independent laboratory, the vendors ISO Guide 25 self-certified testing facility, or the vendors ISO 9001 registered facility. The test report shall be not more than one year old at the time set for receipt of offers, and during the term of the contract new testing shall be conducted every three years if the panel construction has not changed. If panel construction is changed new fire tests are required. The test report must state the panel series tested and must state in detail the construction of the panel tested. The test shall be conducted on the entire assembled panel (the complete core, adhesive, decorative fabric, frame and joining components). The test must be conducted on each different fabric, and interior construction. However, additional fabrics may be offered for inclusion under the contract without additional ASTM E-84 testing provided the following conditions are met: (1) An ASTM E-84 test was conducted on the complete panel, which is acceptable to GSA. (2) The fabric on the panel tested under E-84 was tested and complies with National Fire Protection Association (NFPA) Standard No. 701. (3) The additional fabrics offered were tested and comply with NFPA No. 701. (4) There are no other changes in the panel construction.

Alternatively, testing may be conducted in accordance with Underwriters Laboratories (UL) Standard No. 723 or National Fire Protection Association (NFPA) Standard No. 255.

Panel acoustics. The acoustical test for the NRC shall be conducted, by an independent laboratory, the vendors ISO Guide 25 self-certified testing facility, or the vendors ISO 9001 registered facility, in accordance with ASTM Standard C423-08a, "Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method."

The test report shall be not more than three years old at the time set for receipt of offers, and during the term of the contract new testing shall be conducted every five years if the panel construction has not changed. If panel construction is changed a new acoustical test is required. The test report must state the panel series tested and must state in detail the construction of the panel tested. The test shall be conducted on the entire assembled panel, full-face area (the complete core, adhesive, decorative fabric, frame, raceway and joining components). NRC shall utilize an average measurement over the four standard octave intervals, 250, 500, 1000 and 2000 Hz. Both sides of the panel shall be tested. The test must be conducted on each different interior construction offered as an acoustical panel.

Electrical system. The electrical system shall meet the requirements of UL Standard 1286, as applicable.

Panel, panel supported components, overhead storage units, and keyboard surfaces. Unless otherwise noted, panels, panel components, panel mounted components, and keyboard surfaces units shall be tested in accordance with the applicable requirements of American National Standard ANSI/BIFMA X5.6-2003. Representative items shall be selected for testing based on worst case conditions.

Freestanding work surfaces, tables, and computer support furniture. Freestanding work surfaces, tables, and computer support furniture shall be tested in accordance with the requirements of American National Standard ANSI/BIFMA X5.5-2008.

Freestanding/stationary and mobile pedestals. Drawer pedestals shall be tested in accordance with the applicable sections of ANSI/BIFMA X5.9-2004. Any devices used to maintain the stability of the unit, such as counterweights, shall be included in all product furnished under the contract.

Notes.

ANSI/BIFMA. Standards are available from BIFMA International, 678 Front Avenue NW, Suite 150, Grand Rapids, MI 49504-5368. (616) 285-3963

ASTM. Standards are available from the American Society for Testing and Materials, 100 Barr Harbor Dr., West Conshohocken, PA 19428-2925. (610) 832-9585

NFPA. Standards are available from the National Fire Protection Association, 11 Tracy Drive, Avon, MA 02322. (800) 344-3555

UL. Standards are available from Underwriters Laboratories, Inc., 333 Pfingston Rd., Northbrook, IL 60062-2096. (877) 854-3577

## **10. General Conditions**

New modular furniture and free-standing furniture will be reviewed and evaluated specific to Fulton County's Evaluation Criteria and Technical Specifications. Contractor must demonstrate knowledge and certification to handle different furniture systems manufacturers i.e., Herman Miller, Teknion, Steelcase, Knoll.

The Office Furniture Systems Manufacturer must have at least 10 years of systems product experience and an installed base of at least \$550 million over this time period.

- All products, components and hardware shall be standard products as shown in the most recent published price lists or amendments and catalogue. Products offered will be from the current standard published price list.
- Fulton County's furniture needs vary from large projects, to the need for quick ship furniture items. The contractor is requested to identify product standard delivery times and product availability for quick ship program.

# **EXHIBIT D**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$200,000.00 (Two Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

**BID FORM**

Submitted To: Fulton County Government

Submitted By: **BELTMANN RELOCATION GROUP**

For: **21ITB130147C-GS Modula Workstations and Free-Standing Furniture**

Submitted on **July 12, 2021.**

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

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

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

**BASE BID AMOUNT** (Do not include any Bid Alternates)

**\$31.00 HR**

**(Dollar Amount In Numbers)**

**THIRTY ONE DOLLARS PER HOUR**

**(Dollar Amount in Words)**

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

Insert Bid #  
**Modular Workstations and Free Standing Furniture**

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

## **PRICING:**

### **A. Price and itemized breakdown specific for each configuration,**

1. Typical A as diagramed (Exhibit A) as a single workstation; \$ N/A
2. Typical B as diagramed (Exhibit A) as a single workstation; \$ N/A
3. Typical C as diagramed (Exhibit A) as a single workstation; \$ N/A
4. Price for a cluster of (4) workstations for Typical A; \$ N/A
5. Price for a cluster of (4) workstations for Typical B; \$ N/A
6. Price for a cluster of (4) workstations for Typical C; \$ N/A
7. Vendors variation of a 6 x 8 workstation as diagramed \$ N/A  
 (Exhibit A) (Plan, photograph or axonometric to be provided by bidder).

### **B. Bidder must provide catalogs of their offerings, indicate the percentage discount offered:**

- 8 Discount from AIS list price: N/A %
- 9 Discount from MAXON list price: N/A %
- 10 Discount from Knoll list price: N/A %
- 11 Discount from AllSteel list price: N/A %
- 12 Discount from similar equal quality system list price: N/A %
- 13 Discount from DMI list price: N/A %
- 14 Discounts from ARTOPEX list price: N/A %
15. Discount from Hon list price: N/A %
16. Discount from NATIONA list price: N/A %
17. Discount from approved "equal" list price: N/A %
18. Discount form unlisted items needed to complete a  
 coordinated interior design package: N/A %

### **C. Hourly Labor Rate**

19. Labor, flat rate for tearing down and rebuilding existing workstations: \$ 31.00/hr.
20. Miscellaneous labor, unit cost per hour (rate must include all related costs such as truck, insurance, equipment, etc. as well as handling and transportation): \$ 31.00/hr.
21. Pre-approved overtime/weekend hourly rate:  
 (Reimbursed by Fulton County) \$ 46.50/hr.
22. Design and project management cost per hour, per project:  
 (Vendor must have the ability and resources to visit the departments,  
 Determine requirements, develop drawings and parts list for projects) \$ 55.00 /hr.
- 23 Furniture inventory (labor): \$31.00/hr.



Insert Bid #  
**Modular Workstations and Free Standing Furniture**

Section 2  
Bid Form

24 Warehouse space cost per sq. ft. /month, beginning with the second month.  
Space must be secured and environmentally sound. \$ \$0.070 SQ FT

All blanks related to items bid must be filled in or the bid will be considered incomplete. The above rates shall be all inclusive, including but not be limited to, charges for vehicles, drivers, pads, tools, equipment, gas and mileage, supervision, insurance, and all labor. No hidden charges will be allowed or compensated.

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

Enclosed is a Bid Bond (N/A) in the approved form, in Dollars

N/A

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

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

ADDENDUM #	<u>1 June 30 2021</u>	DATED <u>                    </u>
ADDENDUM #	<u>2 July 9, 2021</u>	DATED <u>                    </u>
ADDENDUM #	<u>                    </u>	DATED <u>                    </u>
ADDENDUM #	<u>                    </u>	DATED <u>                    </u>

**BIDDER: Beltmann Relocation group**

Signed by: Charlie Shockley

**[Type or Print Name]**

Title: Account Executive

Business Address: 4897 Lewis Rd. Stone Mountain GA 30087

Business Phone: 678-328-2520

# **EXHIBIT E**

## **PURCHASING FORMS**

21ITB130147C-GS

Section 6

Modular Workstations and Free Standing Furniture

Purchasing Forms and Instructions

## STATE OF GEORGIA

## COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT

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

211382

EEV/Basic Pilot Program\* User Identification Number

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

Account Executive  
Title of Authorized Officer or Agent of Contractor  
Charlie Shockley  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 10 day of July, 2021Notary Public: Troyekia D. WynnCounty: PauldingCommission Expires: 4/7/2024

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

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



**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

**Tom Theisen Commercial Services Director- Oversight of all commercial activity**

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. **Over the last 5 Beltmann has Grown by 17% in revenue and added one branch to the system**

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

**Present contract holder for Modular workstations and free standing furniture**

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]



21ITB130147C-GS

Modular Workstations and Free Standing Furniture

Section 6

Purchasing Forms and Instructions

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 10 day of July, 2021

Beltmann Relocation Group

(Legal Name of Proponent)

7/10/21

(Date)

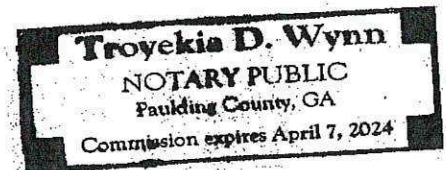
[Signature]

(Signature of Authorized Representative)

7/10/21

(Date)

\_\_\_\_ Account Executive  
(Title)



Sworn to and subscribed before me,

This 10 day of July, 2021

[Signature]

(Notary Public)

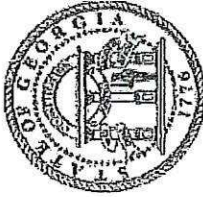
(Seal)

Commission Expires 4/7/2024  
(Date)



Application No. 200522

Class: "B" TRANSFER



Certificate No.: HG201

Approved: 05/25/99

Reissued: 09/20/06

**REISSUED BY: GEORGIA PUBLIC SERVICE COMMISSION**  
**CERTIFICATE**

Upon consideration of the record in the above numbered application, it is therefore  
 ORDERED: That authority be and is hereby granted to:

**BELTMANN GROUP INCORPORATED**

Mail To: 7030 Buford Highway  
 Doraville, Georgia 30340

whose principal address is 2480 Long Lake Road, Roseville, MN. 55113

**PROPERTY AS HEREIN LIMITED**

to transport \_\_\_\_\_ on and along the following route in the State of  
 Georgia in accordance with the Rules and Regulations of the Georgia Public Service Commission and of the Georgia "Motor Common Carrier Act of 1931,"  
 approved August 27, 1931, as amended:

Household goods, as defined in Transportation Rule 3-1.5, between all points in Georgia, as long as carrier has  
 sufficient insurance coverage, over no fixed route.

This Certificate shall remain in effect until the further Orders of the GPSC.

**By Order of the GEORGIA PUBLIC SERVICE COMMISSION**



*Stan Wise*

Stan Wise, Chairman





MCA Number: 200522  
Permit Number: PP200522

Date Issued: 9/30/99

### MOTOR CARRIER OF PROPERTY PERMIT

Upon consideration of the record in the above numbered application, it is therefore ORDERED:  
that authority be and is hereby granted to:  
BELTMANN GROUP INCORPORATED

Business Address  
2480 LONG LAKE ROAD  
ROSEVILLE MN 55113

Mailing Address  
1725-C MACLEOD DRIVE  
LAWRENCEVILLE GA 30043

To transport Property, except household goods, between points within Georgia, over no fixed route, in accordance with the rules and regulations of the Commission and of Georgia Motor Carrier Laws.

This permit shall remain in effect so long as said carrier complies with Commission's safety and insurance requirements and does not exceed insured mileage radius.  
By Order of the GEORGIA PUBLIC SERVICE COMMISSION

*Helen D. Stang*

EXECUTIVE SECRETARY

*Jan Wiley*

CHAIRMAN



# **EXHIBIT F**

## **CONTRACT COMPLIANCE FORMS**

21ITB130147C-GS  
Modula Workstations and Free Standing Furniture

Section 7  
Contract Compliance Requirements

### EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

Name

Account Executive

Title

Beltmann Relocation Group

Firm Name

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

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

NAME: Charlie Shockley

TITLE: Account executive

SIGNATURE: 

ADDRESS: 4897 Lewis Rd Stone Mountain GA 30087

PHONE NUMBER: 7706529479 EMAIL: charlie.shockley@beltmann.com

**EXHIBIT B – EMPLOYMENT REPORT**

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

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOPI)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	5	1	1		4		1											
FIRST/MID LEVEL OFFICIALS and MANAGERS		3	1	2		1	2											
PROFESSIONALS	5		3		5		3											
TECHNICIANS	10		9						1									
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS	4		2		2		2											
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS	35		35			35												
SERVICE WORKERS	6		6			4	2											
<b>TOTAL</b>																		

Beltmann  
Relocation  
**FIRM'S NAME:** Group

Modular  
workstations  
and Free  
standing  
furniture

**CONTACT NAME:** Charlie.shockley@beltn

**EMAIL:** ann .com

Charlie

**SUBMITTED BY:** shockley

77065

**PHONE NUMBER:** 29479

**TITLE** Account Executive



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

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

**Prime Bidder/Proposer Company Name** Beltmann Relocation Group

**ITB/RFP Name & Number:** 21TB130147C-GS

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

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

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

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

JV Partner(s) information:

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

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

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

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

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

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

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

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: 0 %

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

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

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

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

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

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

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

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

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

**Total Dollar Value of Subcontractor Agreements: (\$) 0**



<b>Total Percentage of Subcontractor Value: (%)    0</b>
--

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

**Signature:**  **Title:** Account Executive

**Business or Corporate Name:** Beltmann Relocation Group

**Address:** 4897 Lewis Rd. Stone Mountain Ga. 30087

**Telephone:** ( 770 ) 6529479

**Fax Number:** (    ) \_\_\_\_\_

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

## **EXHIBIT G**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS**  
**Modular Workstation and Free Standing Furniture Installations**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations) General Aggregate		\$2,000,000

**21ITB130147C-GS****Modular Workstations and Free Standing Furniture****Section 5****Insurance and Risk Management Provisions**

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000
<b>3. BUSINESS AUTOMOBILE LIABILITY INSURANCE</b>		
<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
<b>4. UMBRELLA LIABILITY</b>		
	Per Occurrence	\$2,000,000
(In excess of Auto, General Liability and Employers Liability)		

**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.



**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to 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/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor 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 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 negligence of the Consultant/Contractor 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/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor 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/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

21ITB130147C-GS

Modular Workstations and Free Standing Furniture

Section 5

Insurance and Risk Management Provisions

**PROTECTION OF PROPERTY**

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

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

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

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

COMPANY: BELTMANN RelocationSIGNATURE: NAME: Chris ShockeyTITLE: Acct ExecutiveDATE: 1/14/22





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
11/05/2021

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> Hays Companies  80 South 8th Street Suite 700 Minneapolis, MN 55402  <b>INSURED</b> Beltmann Group Incorporated DBA Beltmann Relocation Group 2480 Long Lake Road  Roseville, MN 55113	<b>CONTACT NAME:</b> Dawn Heinemann or Lori Lock <b>PHONE (A/C, No, Ext):</b> 612-333-3323 <b>FAX (A/C, No):</b> 612-373-7270 <b>E-MAIL ADDRESS:</b> dheinemann@hayscompanies.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: VANLINER INS CO</td> <td>21172</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: VANLINER INS CO	21172	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: VANLINER INS CO	21172														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**
**CERTIFICATE NUMBER:** 63715861

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR             GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC            OTHER:         </div>	X	X	BGG000000108	08/01/21	08/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input checked="" type="checkbox"/> Auto Phys Dam         </div>	X	X	BGA582790009	08/01/21	08/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <div style="margin-left: 20px;"> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000         </div>	X	X	UMV582790009	08/01/21	08/01/22	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	BGW582790009	08/01/21	08/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Fulton County Government, its Officials, Officers and Employees are additional insured on a primary and non-contributory basis as respects general, automobile and umbrella liability policies where required by written contract subject to the policy(s) terms and conditions. Waiver of subrogation applies in favor of the additional insured as respects general, automobile and umbrella liability and workers compensation policies where required by written contract subject to the policy(s) terms and conditions.

**CERTIFICATE HOLDER**

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

USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**21-1038 Real Estate and Asset Management**

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC90816, Motor Vehicle Maintenance & Inventory Management Services, in the amount not to exceed \$625,000,000.00 with Automotive Rental Inc. (Mt Laurel, NJ), to provide repairs and maintenance for specialized heavy equipment and other fleet vehicles for Fulton County. Effective date: January 1, 2022 through December 31, 2022.

**21-1039 Real Estate and Asset Management**

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD-0000164-0002 for Natural Gas Firm Accounts and SWC #99999-001-SPD0000192-0002, Natural Gas Interruptible Delivery Service, in the total amount of \$750,000.00 with (A) Scana Energy Marketing, Inc. (Atlanta, GA) in the amount of \$350,000.00, to provide Natural Gas Services to all County facilities which include 104 firm delivery accounts; and (B) Texican Industrial Energy Marketing (Atlanta, GA) in the amount of \$400,000.00, to provide natural gas for one interruptible account for the Fulton County Jail Complex. Effective dates: January 1, 2022 through December 31, 2022.

**21-1040 Real Estate and Asset Management**

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 21ITB131850C-MH, Countywide Spot Cooler and Heat Pump Rental in the amount of \$47,880.00 with Spot Coolers, Inc. (Norcross, GA), to provide on-site portable air-cooled spot coolers and heat pump rental units with the necessary accessories for set-up at any designated Fulton County facilities on an "as needed" emergency basis. Effective January 1, 2022 through December 31, 2022, with two renewal options.

**21-1041 Real Estate and Asset Management**

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, Bid#21ITB130147C-GS, Modular Workstations and Free Standing Furniture Countywide, in the total amount of \$1,200,000.00 with (A) 5 Star Office Furniture/State Office Furniture, LLC (Avondale Estates, GA) in the amount of \$600,000.00 and (B) Office Design Concept GA, LLC (Atlanta, GA) in the amount of \$400,000.00 to provide office modular workstation systems and free standalone furniture for Fulton County agencies on an "as needed" basis; and (C) Beltmann Relocation (Stone Mountain, GA) in the amount of \$200,000.00, to provide all labor for breaking down and reconfigurations of existing workstations and office relocation by requested user departments on an "as needed" basis for Fulton County agencies. Effective dates: January 1, 2022, through December 31, 2022 with two renewal options.

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

**OWNER:**

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**ATTEST:**

DocuSigned by:

*Tonya R. Grier*

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

**APPROVED AS TO FORM:**

DocuSigned by:

*Dennal Stewart*

2277A2CEF73F4E4...

Office of the County Attorney

**APPROVED AS TO CONTENT:**

DocuSigned by:

*Joseph N. Davis*

E45C5C5F17FB417...

Joseph N. Davis, Director  
Department of Real Estate and Asset  
Management

**CONTRACTOR:**

**BELTMANN RELOCATION  
GROUP**

DocuSigned by:

*Charlie Shockley*

73B860D22F89401...

Charlie Shockley  
Account Executive

**ATTEST:**

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

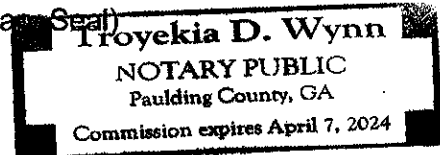
**ATTEST:**

*Charm Dwyer*  
Notary Public

County: *Paulding*

Commission Expires: *4/7/2024*

(Affix Notary Seal)



2021-1041 C

12/15/2021

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_  
**RECESS MEETING**