



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: State Court

BID/RFP# NUMBER: 14RFP93286A-CJC

BID/RFP# TITLE: E-Filing System

ORIGINAL APPROVAL DATE: July 5, 2018

RENEWAL EFFECTIVE DATES: October 5, 2023 **THROUGH** October 4, 2025

RENEWAL OPTION #: 1 OF 1

NUMBER OF RENEWAL OPTIONS: One (1), two year renewal

RENEWAL AMOUNT: Revenue Generating

COMPANY'S NAME: File & ServeXpress, LLC

ADDRESS: 4347 W. Northwest Hwy, Suite 130-280

CITY: Dallas

STATE: TX

ZIP: 75220

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: 9/20/2023 BOC NUMBER: 23-0618

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

FILE & SERVEXPRESS, LLC

DocuSigned by:

Robert L. Pitts

DocuSigned by:

Tamerlane Carter

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tamerlane Carter
Chief Executive Officer

ATTEST:

Tonya R. Grier

ATTEST:

Please select Attest or Notary from checkbox Attest Notary

Tonya R. Grier
Clerk to the Commi

DocuSigned by:



(Affix County Seal)

**Secretary/
Assistant Secretary**

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

DocuSigned by:

Donald Talley

Name Tracie Lynn Taylor

Donald Talley
Court Administrator/Clerk of Court
State Court of Fulton County

Notary Public

County: Kaufman

Commission Expires: 5/4/2027

DocuSigned by:

(Affix Notary Seal)



Please select RCS or RM from the checkbox

RCS

RM

ITEM#: 23-0618 **RCS:** 9/20/2023
RECESS MEETING

ITEM#: _____ **RM:** _____
REGULAR MEETING



Insurance Certificate to be attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2022

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).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251	CONTACT NAME: Stefani Foules PHONE (A/C. No. Ext): 972-663-6125 FAX (A/C. No): 972-663-6041 E-MAIL ADDRESS: maryj_cox@ajg.com												
INSURER(S) AFFORDING COVERAGE													
INSURED FILE&SE-01 File & ServeXpress Holdings, LLC File & ServeXpress, LLC 500 E. John Carpenter Fwy, Suite 250 Irving TX 75062	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Hanover Insurance Company</td> <td style="width: 20%;">NAIC # 22292</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 A : Hanover Insurance Company	NAIC # 22292	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : Hanover Insurance Company	NAIC # 22292												
INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES **CERTIFICATE NUMBER: 541611337** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZHD A775640 07	11/8/2022	11/8/2023	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 type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZHD A775640 07	11/8/2022	11/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHD-A775625-07	11/8/2022	11/8/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WDD-A774158-07	11/8/2022	11/8/2023	<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
A	Professional E&O Cyber Liability			LHD-A775635-07	11/8/2022	11/8/2023	Each Claim/Agg \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.
 The insurance provided in the General Liability policy, is primary and any other insurance shall be excess only, and not contributing.

Waiver of Subrogation applies to certificate holder, as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.
 RE: "14RFP93286A-CJC, E-Filing System"

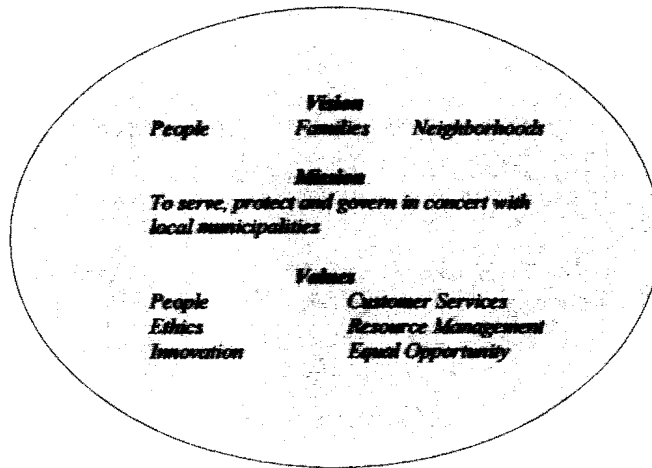
CERTIFICATE HOLDER

CANCELLATION

Fulton County Government - Purchasing and Contract Compliance Department 130 Peachtree Street, S. W., Suite 1168 Atlanta GA 30303-3459 USA	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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FULTON COUNTY



CONTRACT DOCUMENTS FOR

14RFP93286A-CJC

E-Filing System

For

Clerk of State Court

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Appendices

- APPENDIX A: FULTON COUNTY IT REQUIREMENTS AND STANDARDS**

CONTRACT AGREEMENT

Contractor: File & ServeXpress, LLC
Contract No.: 14RFP93286A-CJC, E-Filing System
Address: 500 E. John Carpenter Freeway
Suite 250
City, State Irving, TX 75062
Telephone: (888) 529-7587
Email: phousel@fileandserve.com
Contact: Patty Housel
Controller

This Agreement made and entered into effective the 5th day of July, 2018 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **FILE & SERVEXPRESS, LLC**, hereinafter referred to as "**FSX**" or "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, the County through its Clerk of State Court, hereinafter referred to as the "**State Court**", desires to retain a qualified and experienced Contractor to provide an Electronic Filing ("e-Filing") System for all cases falling within the jurisdiction of the Fulton County State Court, hereinafter, referred to as the "**Project**".

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

WHEREAS, the Parties acknowledge that State Court previously used another contractor, Tyler Technologies, Inc., to provide its e-filing services; and

WHEREAS, Contractor agrees to work with Tyler Technologies, Inc., the County Department of Information Technology and State Court during the transition of e-filing services from Tyler Technologies, Inc. to Contractor.

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: Scope of Work;
- V. Exhibit C: Project Deliverables;
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;
- X. Appendix A: Fulton County IT Requirements and Standards;

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. The capitalized terms in this document are defined in the Addenda attached hereto.

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 including Exhibits, 2) any Addenda, 3) change orders, and 4) portions of Contractor's proposal related to services provided to State Court, and 5) the portions of 2014 RFP for E-filing for services provided to State Court.

The Agreement was approved by the Fulton County Board of Commissioners on July 19, 2017 Item No. 17-0547.

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to provide an e-Filing system that is fully integrated with the Odyssey case management system, including CMS and API upgrades, at no expense to the County. This system includes the ability to offer access twenty-four hours per day, seven days per week, except during maintenance periods. The system is capable of assessing Filing Fees and FSX will transmit those Filing Fees to the State Court pursuant to this Agreement. The system will accommodate bulk filings for certain case types. The e-Filing system has the ability to electronically serve State Court filed documents at no expense to the State Court.

Contractor also agrees to pay any reasonable costs imposed upon the County related to the transition of State Court's e-filing system from Tyler Technologies, Inc. to Contractor, including but not limited to, any costs associated with integrating Contractor's e-Filing system with the Odyssey case management system. Such costs will be governed by a professional services agreement between the Contractor and Tyler Technologies.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit B, Scope of Work ("FSX Services").

ARTICLE 5. DELIVERABLES

Contractor shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit C, Project Deliverables. Within thirty (30) days after the effective date of any termination or expiration of this Agreement, all Court Documents and Case Data shall be furnished one-time to County by Contractor in a media or form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY

Contractor shall gather from County all Database Information pertinent to the performance of the FSX Services. Certain services as described in Exhibit B, 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 Database Information is pertinent. County will also provide timely Database Information updates to FSX for the purpose of maintaining currency of the data in the File & Serve System. The County and Court shall respond promptly to requests for approval, make available knowledgeable personnel and decision makers in an expeditious manner as required to support timely and efficient completion of the Implementation Schedule and, subsequently, orderly performance of the FSX Services.

The Chief Clerk of State Court will serve as the County's authorized representative(s) 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 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 County's authorized representative that are consistent with County rules and regulations; provided, however, that it is expressly understood that only the Board of Commissioners has the authority to modify the Agreement as provided in Article 7.

The Parties will consult and cooperate to coordinate the Project with the State Court's other operations (e.g., to ensure that the Project does not unduly interfere with the State Court's other operations, to ensure that the State Court's other operations do not unduly interfere with the Professional Services, and to provide for reasonably effective, efficient, expeditious, and orderly performance of the Project). The Contractor and County shall cooperate in assisting one another to meet timetable and target schedules required under this Agreement.

ARTICLE 7. MODIFICATIONS/CHANGE ORDERS

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 Change Order and/or supplemental agreement requiring a change in the obligations of the County as set forth hereunder 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 8. SCHEDULE OF WORK

Contractor shall not proceed to furnish FSX 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 9. CONTRACT TERM

The initial Term of the contract shall be for a five (5) year term, with one (1), two (2) year renewal option. Upon termination of this Agreement for any reason, the license granted under Article 24 of this Agreement will terminate and the Court will immediately discontinue use of the File & Serve System. Articles 13, 22, 23, 24, 34, 35 and 38 will survive termination.

ARTICLE 10. COMPENSATION

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

ARTICLE 11. PERSONNEL AND EQUIPMENT

Individuals designated in Article 34 by Contractor shall serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this Agreement.

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) or authorized subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's authorized representative(s) or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in authorized representative(s) or subcontractors will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: Upon a determination that FSX is not in substantial compliance with the terms of this Agreement, the County may suspend at any time the performance of all or any portion of the services to be performed under this Agreement. The notice shall specify the provisions of the Agreement, Addenda, Exhibits and/or Appendices with which FSX is not in compliance. FSX will be entitled to forty-five (45) days to cure any such deficiencies. If FSX is unable to cure, 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 13. DISPUTES

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by the County and Contractor's employee or agent assigned to the County's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to the County Manager, or his or her designee, and Contractor's Chief Executive Officer or Chief Financial Officer ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Pending any resolution of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the Chief Information Officer of the County Department of Information Technology or her designee. Any negotiations pursuant to this Article 13 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall have the right to pursue any available remedies at law or at equity.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) If either Party commits a material breach or is in material default under this Agreement, then the other Party may give such Party written notice of the breach or default, which will trigger the dispute resolution process described in Article 13. If the breaching or defaulting Party fails to cure the breach or default within forty-five (45) days after receipt of such notice (or such later date as may be specified in such notice or agreed upon by the parties in order to effectuate the dispute resolution process described in Article 13), then the Term will terminate after a reasonable transition period, on a date mutually agreeable to the parties, without any further notice or action by the terminating Party.
- (2) This Agreement may also be terminated for cause in the event that there is a change in circumstance as described in Article 38 of this Agreement, or there is a change to technology at the State or County level, including any third party vendors of the State or County, that would require FSX to expend a commercially unreasonable amount in order to continue providing the FSX Services or operating the File & Serve System in a manner that is materially consistent with this Agreement. The notice and

right to cure provisions in this Article apply to termination under this provision as well.

- (3) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (4) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit B, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof 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.
- (5) 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 unreasonable delay caused by FSX or its employees. 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.
- (6) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (7) Subject to the limitations on liability described in Article 22, 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.
- (8) 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 County.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF THE 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 through the effective date of termination.
The County may terminate this Agreement for its convenience on sixty (60) days written notice sent certified mail, return receipt requested.

ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT 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 18. PROFESSIONAL RESPONSIBILITY

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 19. COOPERATION WITH OTHER CONTRACTORS

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

ARTICLE 20. ACCURACY OF WORK

Contractor shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at reasonable times, and upon reasonable written notice to and received by Contractor. Contractor shall provide progress reports of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County to suspend or terminate the Agreement, at the County's discretion. County's review recommendations shall be incorporated into the plans by Contractor.

ARTICLE 22. INDEMNIFICATION

(1) **General Indemnification.**

- (a) Notwithstanding any other provision of this Agreement, Contractor shall defend, indemnify, hold, and save harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns, representatives, and agents ("Indemnified Parties") from and against any and all Claims for bodily injury or property damage sustained by or asserted against the County arising out of, resulting from, or attributable to the negligent or willful conduct or omission of Contractor, its employees, subcontractors, successors, assigns, representatives, and agents; provided, however, that Contractor shall not be liable herein to indemnify the County against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by and resulting from the actions, negligent or otherwise, of the County, its agents, contractors, subcontractors, or employees.
- (b) Contractor's obligation to protect, defend, 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.

- (c) Contractor further agrees to protect, defend, indemnify and hold harmless County, its Commissioners, officers, employees, sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.
- (d) These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination or expiration of this Agreement.

(2) Intellectual Property Indemnification

- (a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against the County that alleges that all or any part of the File & Serve System, in the form supplied, or modified by Contractor, or the County's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the County, upon its awareness, shall give Contractor prompt written notice thereof. Contractor shall defend, and hold the County harmless against, any such claim or action with counsel of Contractor's choice and at Contractor's expense and shall indemnify the County against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Contractor may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the FSX Services, the File & Serve System, Database Information, Case Data and/or Court Documents made by the County, or any third party pursuant to the County's directions, or upon the Unauthorized Use of the File & Serve System by the County.

- (b) If the File & Serve System becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Contractor shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Contractor sole discretion:
 - (i) promptly replace the e-Filing system with a compatible, functionally equivalent, non-infringing system; or
 - (ii) promptly modify the File & Serve System to make it non-infringing; or
 - (iii) promptly procure the right of the County to use the e-Filing system as intended.

(3) Embedded Third Party Software.

With respect to any Embedded Third Party Software, the County and Court agree that the license granted herein by FSX to the County is further subject to any restrictions and limitations specified in the terms and conditions displayed with or referenced in any such Embedded Third Party Software. The County further agrees that their recourse against any third party provider of Embedded Third Party Software will be limited to whatever recourse may be available against the third party provider of such Embedded Third Party Software and are subject to such additional restrictions and other limitations as may be displayed in or referenced by same.

(4) Limitation on Liability

The County agrees that:

FSX is not liable for the following non-exclusive list of events and occurrences for which FSX disclaims any and all liability for any losses or damages incurred by any party as a result thereof:

- i) Problems relating to telephone lines or other transmission or receiving devices or equipment not entirely within FSX's exclusive control;
- ii) Unavailability of telephone lines or other electronic transmission lines or equipment for connectivity to the Internet (including but not limited to any FSX supplied telephone or electronic transmission lines in use) that results in the inability to reach FSX for the purpose of document transmission or receipt;
- iii) Transmission errors and system failures, except transmission errors and system failures resulting from the negligence or willful misconduct of FSX or its employees or authorized agents;

iv) Any alteration or destruction of material transmitted through the File & Serve System;

v) Alteration or destruction of information on the Court's computer service or elsewhere resulting from the transmission of computer viruses, other damaging or destructive software or software components, or acts of computer hackers;

vi) The speed, access, security, or delivery of documents via the Internet;

vii) Any failure or interruption of the Internet or data or material transmitted thereon, whether caused by hackers or otherwise; and

viii) Any actions of any third party who is not an employee or authorized agent of FSX.

(5) No Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. For purposes of this section "Indirect Damages" shall include: (a) costs related to affected individuals whose Personally Identifiable Information (PII) or confidential business information is disclosed in violation of an order sealing documents; (b) reasonable costs in notifying affected individuals of a wrongful disclosure in violation of an order sealing documents in which the data subjects' PII or confidential business information has been disclosed; (c) any post disclosure credit monitoring for any such affected individuals or businesses; (d) any damages and fines assessed against the County or the Court by a court of competent jurisdiction and awarded to individuals whose PII or confidential business information was wrongfully disclosed in violation of an order sealing documents; and (e) any additional costs of any mitigation, remedies or plans agreed to by Fulton County or ordered by a Court to remediate any wrongful disclosure of PII or confidential business information.

(6) Survival. The provisions of this article shall survive termination or expiration of this Agreement.

ARTICLE 23. CONFIDENTIALITY

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public.

Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of and delivered to the County. Contractor Confidential Information of Contractor and Intellectual Property comprising FSX Services, FSX Technology and/or the File & Serve System, and including any derivative works and/or Enhancements thereto, and any embedded IP licensed by FSX from any third party shall remain the property of Contractor.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County. Contractor Confidential Information shall not be presented publicly or published by the County or Court or their respective employees or agents without prior written approval of FSX.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY AND INFORMATION

1. Ownership. Contractor represents and warrants that it is the owner of all right, title, and interest in and to the FSX Services, FSX Technology, the File & Serve System, including any Enhancements, or is otherwise authorized to use and convey the rights herein with regard to each of the foregoing and all components and copies thereof. The Parties agree that the FSX Services, FSX Technology, and the File & Serve System (including the URL) constitute or otherwise involve valuable Proprietary Rights of FSX. No title to or ownership of the File & Serve System, FSX Services, FSX Technology, or FSX Web Site, or any Proprietary Rights associated therewith ("Contractor's Proprietary Rights") is transferred to Fulton County or to the State Court or any third party under this Agreement. Nothing in this Agreement shall be deemed to vest in the County any ownership or intellectual property rights in and to Contractor's Proprietary Rights, any components and copies thereof, or any Enhancement to or derivative works based thereon prepared by FSX. Contractor agrees that Fulton County is the owner of all Database Information and Court Documents and other information other than the Contractor's Proprietary Rights, that are developed or prepared subject to this Agreement. Contractor or any authorized subcontractor(s) are not allowed to use or sell any information subject to this Agreement for

educational, publication, profit, research or any other purpose without the written and authorized consent of the County, except as provided herein.

2. License from FSX to Fulton County. Subject to the restrictions and limitations set for the in other provisions of this Agreement, and the FSX standard user agreement on FSX's Web Site, FSX hereby grants to the Court a nonexclusive, nontransferable license to do the following during the Term: (a) enable any Authorized Court User to access and use the Court Documents and Case Data available through the File & Serve System via personal computers in connection with the Court's normal court processes; (b) enable any Authorized Court User to receive, copy, store, search, and upload the Court Documents and Case Data available through the File & Serve System in connection with the Court's normal court processes; (c) provide or otherwise make available the Court Documents and Case Data accessible through the File & Serve System to the general public, via a Public Access Terminal, onsite at the Court's location for fair use as described in Exhibit D, Compensation; provided, that the Court maintains appropriate safeguards and restrictions on Unauthorized Use, and on bulk copying or redistribution from the File & Serve System of the Court Documents and Case Data that would interfere with FSX's ability to generate revenue and continue to operate and maintain the File & Serve System; and further provided that only Authorized Court Users be allowed direct access to the File & Serve System; and (d) use the User Documentation as reasonably required in connection with the exercise of the rights granted under (a), (b) and (c) of this Section. The Court will maintain the Original Documents filed with the Court through the File & Serve System internally with appropriate safeguards. If the Court is required by law or otherwise to provide a copy of any Court Documents or Case Data to any third party provider, it will (a) provide advance written notice to FSX and (b) require reasonable restrictions on bulk copying and assist in seeking payment to FSX equal to FSX's then-effective fee schedule for copying and printing such Court Documents or Information. Notwithstanding the foregoing license, the County and Court agree they will take commercially reasonable precautions to prevent Unauthorized Use of the File & Serve System, FSX Technology, Court Documents and Case Data.
3. License from Fulton County to FSX. Fulton County hereby grants a non-transferrable and non-exclusive license to FSX to use the Database Information, Court Documents and Case Data provided to FSX upon launch of the FSX Services, and subsequently provided by Fulton County through its CMS or filed or entered by users via the File & Serve System to accrue its rights and fulfill its obligations under this Contract. Both Fulton County and FSX shall have the right to provide copies of Court Documents filed through the File & Serve System or Database Information retained in the File & Serve System, provided that such Court Documents are not "under Seal" by the Court. Sealed documents will be accessible

only those parties to the case designated by the Court as permitted access to sealed documents. If a Court Document is not correctly indicated as "Under Seal," or a party is not properly denied access by the Court, FSX shall not be responsible for restricting access to such Court Document. This license expressly permits FSX to charge Standard Services Fees and other fees to Authorized Users or members of the public seeking copies of documents filed with the Court, or who wish to purchase other ancillary services provided by FSX and related to the data maintained by FSX pursuant to this Agreement. This license will continue for 12 months after termination of this agreement. All data will be provided to Fulton County pursuant to Article 5 in a mutually agreeable format. Neither the County nor, to the County's knowledge, any other party claims any copyright in any Court Documents or Database Information.

ARTICLE 25. 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 26. 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 27. PROHIBITED INTEREST

Section 27.01 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 27.02 Interest of Public Officials:

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

ARTICLE 28. SUBCONTRACTING

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 29. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County, which such consent shall not be unreasonably withheld. 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 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. 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 31. AUDITS AND INSPECTORS

At any time during normal business hours and upon 10 days written notice 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 32. 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 Contractor's outside auditor.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle 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 34. NOTICES

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

Notice to County, shall be addressed as follows:

LeNora Ponzio, Chief Clerk
Fulton County State Court
185 Central Ave., SW Suite TG800
Atlanta, Georgia 30303
Telephone: 404-612-0758
Email: Lenora.Ponzio@fultoncountyga.gov

With a copy to:

Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Notice to File & ServeXpress, LLC shall be addressed as follows:

Tamerlane Carter, Chief Executive Officer
500 E. John Carpenter Freeway, Suite 250
Irving, TX 75062
Telephone: 972-893-6687
Email: tcarter@fileandserve.com

Patty Housel, Controller
500 E. John Carpenter Freeway, Suite 250
Irving, TX 75062
Telephone: 972-893-66
Email: phousel@fileandserve.com

With a copy to:

Cynthia G. Burnside
Holland & Knight, LLP
1180 West Peachtree Street, N.W.
Suite 1800
Atlanta, Georgia 30309

ARTICLE 35. JURISDICTION

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

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

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

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

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

Section 36.02 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, age or national origin;

Section 36.03 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 37. 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 38. CHANGE IN LAW

Any change in the laws, rules or regulations of any jurisdiction or any present or future action of any Governmental Authority or court enacting, amending or promulgating laws, regulations, rules or orders purporting to amend, vary, or otherwise affect FSX's performance obligations or services under this Agreement, or the user, mail or other fees charged by FSX, shall excuse FSX from continuing to provide the FSX Services under this Agreement, subject to 30 days written notice to the County, unless the County and FSX agree to amend this Agreement in a manner acceptable to both parties and which complies with the change in the laws, rules or regulations giving rise to rights under this paragraph. If no amendment to this Agreement is possible after the parties' good faith negotiations, FSX shall have the right to terminate this Agreement for cause as specified in Article 14.

ARTICLE 39. 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 40. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

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

ARTICLE 41. INVOICING AND PAYMENT

This is a revenue generating contract and this article is not applicable.

ARTICLE 42. 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 43. 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 44. 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 45. WAGE CLAUSE

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

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

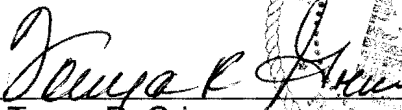
FILE & SERVEXPRESS, LLC


Robert L. Pitts, Chairman
Board of Commissioners

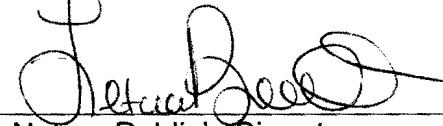

Tamerlane Carter
Chief Executive Officer

ATTEST:

ATTEST:



Tonya R. Grier
Interim Clerk to the Commission
(Seal)

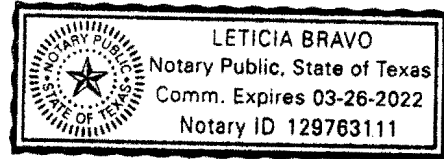



Notary Public's Signature

(Affix Notary Seal)

APPROVED AS TO FORM:


Patrie Perkins-Hooker
County Attorney



APPROVED AS TO CONTENT:


LeNora Ponzo
State Court Administrator/Chief Clerk

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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

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

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

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

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

ADDENDUM TO EFILING SYSTEM CONTRACT
FOR FULTON COUNTY STATE COURT 14RFP93286A-CJC

DEFINITIONS

The capitalized terms in the 2018 E-Filing System contract for Clerk of State Court, Fulton County, Georgia, (the “Agreement”) are defined herein as follows:

“**ACH Service**” means payment of Filing Fees to the Court through the Automated Clearing House payments system subject to, and in accordance with, the ACH Process Terms & Conditions set forth in Exhibit D Compensation, to this Agreement.

“**Advanced User**” means an Authorized User who has access to all standard and optional functions including, but not limited to, alerts, calendaring, courtesy notifications, message boards, and more. Advanced Users accept service in accordance with rules of civil procedure via the File & Serve System from the judge and parties in the case. Advanced Users will receive a monthly invoice for Filing Fees and Standard Service Fees.

“**Authorized Court User**” means (a) any County or Court employee or authorized agent acting on behalf of the Court and within the scope of the Court’s business; and (b) the County, the Court, or an independent contractor or consultant performing information technology services for the Court who (in either case) has agreed to be bound by the terms and conditions of this Agreement and the FSX standard user agreement on FSX’s Web Site, and has been authorized in writing by the Court to access, use, and otherwise deal with the File & Serve System pursuant to the license under Article 24 of the Agreement. The Court and the County acknowledge that the Authorized Court Users will not include any person acting for agencies or entities other than the Court, whether or not part of the same federal, state, or local government as the Court.

“**Authorized User**” means any registered user of the File & Serve System that is not an Authorized Court User and has agreed to be bound by the terms and conditions of the FSX standard user agreement on FSX’s Web Site.

“**Basic User**” means an Authorized User that has access to eFiling and/or e-Serving functionality for initiating a new case, filing into an existing case, and viewing their own saved, completed, and rejected transactions. Basic Users cannot be electronically served by parties or the judge in the case. Basic Users can only pay Filing Fees and Standard Service Fees by credit card at the time of e-Filing or e-Serving and cannot defer payment or receive monthly invoicing. To serve a Basic User, filers can utilize alternative service methods (U.S. mail or fax services) offered in the FSX Services. Basic Users can also be served directly by U.S. Mail or any other method provided by statute.

“**Broker Agent**” means Software installed on a server in Fulton County’s data center to facilitate communication between the eFiling Exchange and the County’s CMS via the Odyssey API.

“**Case Data**” means the records, data, materials, and other information accessible through the File & Serve System and includes metadata elements, user generated content (e.g. filing type,

document title) and system generated information (e.g. time/date filed, transaction id number and document id numbers) to be identified by the Court. Court Documents are excluded from Case Data.

“Contractor Confidential Information” means (a) proprietary or trade secret information which is clearly labeled or designated as confidential by the disclosing party; (b) information regarding technical specifications (except for minimum hardware and software requirements which will be required of Authorized Users and Authorized Court Users) utilized by FSX to implement and maintain the File & Serve System; (c) the names and addresses of the FSX employee, contractors, consultants, vendors, contacts, and customers; and (d) any financial, revenue, usage, or transaction information provided to the Court by FSX in connection with this Agreement or the services provided by FSX under this Agreement.

“Core Functionality” includes the five major eFiling components: 1) Filing into a new case; 2) Filing into an existing case; 3) Performing clerk review of filings; 4) Performing judge review of filings; and 5) Conducting case searches.

“Court Documents” means pleadings and other legal documents filed with the Court through the File & Serve System, and includes all data and documents that are the property of Fulton County and/or the State Court thereof.

“Database Information” means all or a portion of the Court’s public case and docket files, as the same are periodically updated by the Court, to be made available to FSX as set forth in the Agreement.

“Embedded Third Party Software” means any software acquired or licensed by FSX from a third party that is utilized as part of the File & Serve System.

“Enhancement” means any correction, modification, customization, revision, enhancement, improvement, update, upgrade, new release, or other change that is released generally by FSX for Authorized Users and Authorized Court Users.

“FSX Services” means the services available to the Court, Authorized Users and Authorized Court Users through the File & Serve System for electronic filing, service, search, storage, and retrieval of Court Documents and Case Data (and all Enhancements thereto), as described in the Agreement and Exhibit B (Scope of Work) as may be amended from time to time.

“File & Serve System” means the FSX Web Site, User Documentation, Embedded Third Party Software, FSX Technology, software, and other items made available to the Court therein, including, without limitation, the FSX Services.

“File Stamped” means a brand placed on each document automatically depicting the date and time the document is submitted to FSX for delivery to the Court. This brand will not change or be affected by the date/time on which the Court Clerk accepts the submitted document for filing. If a document is rejected by the Court Clerk, and resubmitted by the submitting party, the document will bear the date/time of its resubmission to FSX for delivery to the Court, assuming it is then accepted by the Court Clerk.

“Filing Fees” means statutory filing fees, including any other convenience or discretionary fees charged by and paid to the Court and associated with the filing of Court Documents with the Court. This term does not include the user fees charged by FSX to Authorized Users which are included in the “Standard Service Fees” as described herein.

“Implementation Schedule” means the specific timeline and schedule for which FSX will use commercially reasonable efforts to implement the Professional Services for the Court, a copy of which is attached as Exhibit C (Project Deliverables).

“eFiling Exchange” means the Interconnected systems deployed in FSX-managed data centers and Court-managed data centers responsible for relaying filing data and documents bi-directionally between FSX Services and the Court’s CMS.

“FSX Technology” means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, products, or other technology of any kind, or any Enhancement thereto, used by FSX in connection with the performance of the Services or made available by FSX to the Court, Authorized Users, Authorized Court Users, or any third party through the File & Serve System.

“FSX Web Site” means the FSX Web site (and all Enhancements thereto) located at <http://fileandservexpress.com>, together with such other Web sites maintained by FSX and its affiliates as designated by FSX from time to time, including Web sites which replace <http://fileandservexpress.com> or such other Web sites.

“Odyssey API” means the methods made available by the Tyler Technologies for use by FSX to allow programmatic extraction, insertion, and alteration of Odyssey CMS data through an integration with the FSX eFiling Exchange.

“Odyssey Publisher” means the configurable integration publishing service that monitors events in the Tyler Technologies Odyssey CMS and triggers the publication of data to the eFiling Exchange in response to events.

“Original Documents” means the official version of pleadings and other legal documents filed with the Court through the File & Serve System, and which are maintained by the Court.

“Personally Identifiable Information” or “PII” means sensitive and identifying information for individuals, such as birth dates, social security numbers, taxpayer identification numbers, financial institutional account numbers, credit card numbers, passwords for accounts, information pertaining to medical or psychological treatment, or other similar information.

“Professional Services” means the implementation, training, system configuration, consulting, or other services performed and to be performed by FSX under the Implementation and Operational Services.

“Proprietary Rights” means any patent, copyright, trademark, service mark, trade secret, or other intellectual property right owned or licensed by FSX in conjunction with the FSX Services,

FSX Technology, the File & Serve System, including all components, Enhancements thereto or works derived therefrom, and any copies of the foregoing.

“Standard Service Fees” means those fees charged to Authorized Users and associated with electronic filings, including service thereof, if applicable, and as initiated by Authorized Users. Standard Service Fees will be assessed as set forth in the standard User Agreements posted on the FSX Website. Standard Service Fees do not include fees charged to the Court for service on parties (or non-parties) by non-electronic (e.g. delivery by U.S. Mail or similar service) means of documents related to court initiated transactions on those who are not Authorized Users.

“System Requirements” means the minimum system and other requirements required for access to and use of the File & Serve System specified in the System Requirements set forth on FSX’s Web Site and in the Implementation and Operational Services, as the same may be amended from time to time by FSX in its sole discretion. In the event of a conflict between the requirements set forth on the FSX Web Site and those contained in the Implementation and Operational Services, the requirements listed on the FSX Web Site shall govern.

“Term” means the initial term and any renewal terms as described in Article 9.

“Unauthorized Use” means any use, reproduction, distribution, disposition, possession, disclosure, or other activity involving the File & Serve System, FSX Technology, Court Documents and Case Data that is unlawful or otherwise is not expressly authorized under this Agreement or in writing by FSX, including but not limited to, and this Agreement does not permit the Court or County to, directly or indirectly, (a) knowingly enable any person or entity other than an Authorized User or Authorized Court User to access and use the Court Documents or Case Data; (b) knowingly enable any person or entity other than an Authorized User or Authorized Court User to receive, copy, store, search, upload, distribute, and make available the Court Documents or Case Data available through the File & Serve System; (c) modify or create any derivative work based upon the File & Serve System; (d) grant any sublicense or other rights in or to the File & Serve System; (e) reverse engineer, disassemble, or decompile all or any portion of the File & Serve System or attempt to discover or recreate the source code to any software that is part of the File & Serve System; (f) remove, obscure, or alter any Proprietary Rights notice related to the File & Serve System.

“User Documentation” means the user manuals, online documentation, and other materials relating to the File & Serve System provided by FSX to Authorized Users and Authorized Court Users.

“User Identification” means the unique user identification name and password issued or otherwise assigned to each Authorized User and Authorized Court User for access to and use of the File & Serve System.

EXHIBIT B

SCOPE OF WORK

Exhibit B Scope of Work

This Scope of Work (SOW) describes the services and work to be performed by FSX for the State Court to provide: 1) Authorized Users and Authorized Court Users with web-based hosted FSX Services; 2) Authorized Court Users with Clerk Review and Judge Review services; 3) exchange of Case Data, documents and information between the FSX Services and the State Court's Case Management System (CMS) through the eFiling Exchange; and 4) based on clerk or judicial action, return of case data through the eFiling Exchange as appropriate. Capitalized terms in this SOW have the meaning set forth in the Addenda to the 2018 E-Filing System Contract between Fulton County (State Court) and FSX (the "Agreement").

FSX will provide hosted FSX Services with a web-based user interface for users to electronically submit documents and serve parties for the State Court's cases and in accordance with the State Court's rules, as designated by the State Court.

FSX will be responsible for sending Case Data and documents entered by Authorized Users and Authorized Court Users through the FSX Services and delivering the designated Case Data and filed documents to the State Court's installed and licensed CMS for processing after the clerk has approved the transaction. Court clerk personnel will receive and process electronically filed documents using the FSX Clerk Review module. Upon clerk acceptance, the Case Data and filed documents will be transmitted to the County's CMS through the eFiling Exchange. Case Data and filed documents will not be sent to the County's CMS upon a rejection decision by the clerk. Upon initiation of subsequent filings, the eFiling Exchange will retrieve any updated Database Information from the County's CMS.

A) FSX will ensure that the following services will be performed pursuant to this SOW:

1. Management & Support

- a. FSX will provide project and account management, training, system configuration, and ongoing operational and technical support resources. For the duration of 60 days following the production launch of hosted filing services, FSX will provide additional integration engineering support to include troubleshooting for Odyssey API data exchanges between the eFiling Exchange and the county's CMS, and the deployment of hotfixes as required to correct CMS integration issues identified after launch.
- b. FSX will provide 24 hours per day, seven days per week telephone support to Court Authorized Users, Authorized Users and those seeking to become Authorized Users via its toll-free phone number to answer questions regarding use and operation of the File & Serve System (other than problems with hardware, Internet or Online access, operating system software, or other third-party software) excluding legal advice as set forth on the FSX Web Site. FSX will use reasonable commercial efforts to respond to inquiries from Authorized Users or Authorized Court Users regarding the FSX Services.
- c. FSX will provide its usual and customary Applications Operations support which includes response to production support tickets, notifications of issues reported by

Fulton County, and discovery of integration issues identified by FSX. Application Operations support will consist of assistance in troubleshooting potential Odyssey API integration problems, summarizing issues for the purpose of escalation to Tyler support, and communication with Fulton County regarding issues related to the Odyssey API integration.

- d. FSX will offer on-site and webinar training and education regarding the use of the File & Serve System for Authorized Users and Authorized Court Users at no cost. The File & Serve System will provide email notifications and postings on the FSX Website login page to communicate important events relating to special notices from the State Court and system updates.
- e. Regular maintenance will be scheduled in off-peak hours on the weekend and holidays, and Authorized Users and Authorized Court Users will be notified by posting of notification on the FSX login page, in advance of scheduled maintenance.
- f. Web pages will be hosted on the FSX Web Site to assist users in meeting the eFiling requirements of the State Court including but not limited to, instructions, court rules, check lists, customer support contact information, and Frequently Asked Questions (FAQs).

2. File & Serve System Functionality

a. eFiling

- The File & Serve System will capture documents submitted by Authorized Users in conjunction with metadata elements including both user generated content (e.g., filing type and document title) and system generated information (e.g., time/date filed, transaction id number and document id numbers).
- The File & Serve System will be accessible via an internet connection through the File & Serve Web Site by those using any Public Access Terminals as described in Exhibit D, Compensation. FSX will not provide or maintain: (i) the terminals; (ii) any hardware required to operate the terminals; (iii) any software, including operating systems required to make the terminals operate; (iv) internet availability, connectivity or accessibility or (v) any hardware, software or other materials required to connect the terminals to the internet.
- The File & Serve System will provide Authorized Users with the ability to file into new cases or existing cases.
- The File & Serve System will support “public”, “sealed” and “in camera” document settings, and documents can be suppressed by the State Court.
- During a filing, the File & Serve System will allow Authorized Users and Authorized Court Users to link documents within a transaction and/or between transactions.

- The File & Serve System will assist the State Court in reconciling financial information at the end of the business day by providing court staff with functionality to generate daily reports that summarize ACH transactions accepted by the court clerks on the prior business day.
- The File & Serve System will synchronously record filing transaction information, including but not limited to financial information, in the Odyssey CMS along with other filing details via the Odyssey API.

b. eService

- The File & Serve System will provide Authorized Users and Authorized Court Users the ability to send documents to each other both at the time of filing and as serve only transactions.
- Basic Users can eServe Authorized Users and Authorized Court Users, but cannot receive eService.
- When submitting a transaction, Authorized Users can choose from one of three submission types: 1) “file only” — file documents to the State Court, 2) “file and serve” — file documents with the State Court and serve documents to other parties, and 3) “serve only” — serve documents to other parties without filing into the State Court.
- Fee for Mail Service Option: FSX will provide Authorized Court Users and Authorized Users a U.S. Mail service to serve non-authorized users. These services will be provided for a fee to the State Court as specified in Exhibit D to the Agreement.

c. Clerk and Judge Review

- The File & Serve System will provide the ability for the clerk to review and accept or reject each incoming filing.
- Accepted submissions will be File Stamped and may be routed online to a judge for judicial action or otherwise processed according to the court’s docketing events and rules.
- The File & Serve System provides functionality to allow judges, or their designees, to review proposed orders and to issue and serve signed orders. If a party requires service by conventional means (e.g. by U.S. Mail or other carrier), the cost to the State Court is reflected in Exhibit D. FSX will configure the eFiling Exchange to update the County’s CMS in response to the addition, deletion, or alteration of case or party information conducted by Authorized Users or Authorized Court Users and accepted by the Court Clerk.

- d. FSX will provide a system that allows Authorized Users to electronically file and receive pleadings and other documents associated with all case types. E-filing will be completed via the web-based FSX Services and there will be no charge to the State Court or Fulton County for transactions initiated by Authorized Court Users. Further, as electronic filing forms and images are transmitted, the File & Serve System will (i) organize the filings and images on its own server; (ii) organize them by appropriately associating them within sub-files associated with the court case number, date, and judge; (iii) provide the pleading name for the filing within that case file; (iv) provide the name of the party filing within that case file; (v) place all filings within a case file in sequential order; and (vi) provide an associated image with each file.
- e. The File & Serve System will charge users the applicable Filing Fees based on document type selection.
- f. The File & Serve System will utilize unique passwords and user IDs that restrict access to only the appropriate fields in the File & Serve System that are authorized for each Authorized User and Authorized Court User.
- g. The File & Serve System will use electronic signatures and encryption functionalities. Judicial Signatures may include a scripted stamp signature on the Judge Review Scribble page.
- h. The File & Serve System will use a PDF format for documents that reduces the risk of unmonitored modifications.
- i. The File & Serve System will accept the following document formats, uploaded by Authorized Users and Authorized Court Users, and convert the format to PDF:
 - Microsoft Word (DOC/DOCX)
 - WordPerfect (WPD)
 - Rich Text Format (RTF)
 - Plain Text (TXT)
 - Portable Document Format (PDF)
 - Tag Image File Format (TIFF)
 - Bitmap (BMP)
 - Joint Photographic Experts Group (JPG)
 - Graphics Interchange Format (GIF)
- j. The File & Serve System will provide SSL encryption during login so that all traffic transferred between an Authorized User's or Authorized Court User's browser and system servers is protected to prevent the data from unauthorized interception and access.

- k. When a document is filed electronically, the File & Serve System will automatically record the time and date of submission. At the conclusion of a successful filing or service, the File & Serve System will provide electronic confirmation to the filer or initiator of service. The confirmation will include the time and date the submission is received by the File & Serve System.
- l. The File & Serve System will provide a search tool that allows the Authorized User to search and sort filings based on many different types of data associated with a filing.
- m. The File & Serve System will host Message Boards for cases that will be available for use by State Court staff and case participants.
- n. Reporting Capability - FSX will provide to the State Court the ability to run the following types of reports and the court may use the FSX reporting tool to create new reports as the court deems necessary:
 - The number of cases filed for a specified period of time. This time frame may be daily, weekly, monthly, or some other user defined time.
 - Types of cases being filed and the number of each for a specified period, including case number, filing date, judge and parties' names. This report may be requested daily, weekly, monthly or some other user defined time.
 - Who is submitting cases, including the name of the litigant or law firm, case number, filing date, parties' names, and the attorney of record and bar number, the type of case filed and the total number of pages in the file.
 - Indexes of all filings daily, weekly, monthly and yearly.

A. Data Exchange

1. FSX will install the Broker Agent software within the County's network to communicate with the Odyssey CMS via the Odyssey API. The Broker Agent will facilitate communication between the Odyssey CMS and the eFiling Exchange.
2. Pursuant to Professional Services Agreement between FSX and Tyler Technologies (Tyler) FSX will configure ancillary Odyssey software components including the Odyssey XML Integration Publisher and the Translation Bridge as required according to the configuration rules governing eFiling of documents with the State Court.
3. FSX will neither create nor make use of any software outside the Odyssey CMS API, the Odyssey CMS Client, the Odyssey XML Integration Publisher, or the Odyssey Translation Bridge to insert, modify, or delete data hosted in the County's Odyssey CMS without prior written consent from the County.
4. Prior to the production launch of the File & Serve System for the State Court, FSX will extract case data via SQL queries executed against the County's Odyssey CMS database,

and FSX will seed the File & Serve System's database with this historical case data and documents.

B. County Responsibilities. The County will be responsible for:

1. Assisting FSX with configuration of the Broker Agent to allow secure authenticated access to the Odyssey CMS.
2. Providing the operating environment that contains the Odyssey CMS as well as a server to host the Broker Agent that has: (i) a minimum of 4 GB RAM, 2 CPUs/vCPU cores at 2 GHz clock speed; (ii) sufficient outbound Internet access and (iii) network accessible temporary file storage for the staging of documents to be transmitted to the Odyssey CMS.
3. Providing, installing and maintaining any and all equipment, facilities, services, hardware, software, modems, printers, telephone or internet access or service, data facility infrastructure, including server and network equipment, power, technical and physical security, and all related data center support including, but not limited to the server that hosts the Broker Agent software.
4. Providing continuous availability of the Odyssey CMS software except for (i) downtimes for planned monthly maintenance on non-business days; and (ii) scheduled outages communicated in writing to FSX at least seven (7) days in advance.
5. Providing immediate communication via phone or email to FSX in the event of unplanned downtime for any Odyssey CMS software component.
6. Configuration of the Odyssey CMS to reflect the appropriate case types, party types, event types, document types, and fee types which will be transmitted to the File & Serve System by the eFiling Exchange.
7. Providing FSX documentation defining all configuration rules governing eFiling of documents with the State Court, including: a) allowable case types or categories; b) allowable document types per case type or category; c) a detailed listing of the Filing Fees; and d) any special requirements for the treatment of filings, case types or document types.
8. Gathering and transmitting to FSX copies of all PDF versions of filed documents from the County's document management system, from June 1, 2015 up to production launch, that are related to Database Information that FSX extracts from the County's Odyssey database and seeds into the FSX database prior to the production launch of the File & Serve System for State Court.
9. Providing FSX access to production and non-production versions of the the County-hosted Odyssey CMS system and the API Toolkit.
10. Providing, through the Change Order Process, timely advance notice to FSX of not less than thirty (30) days of any change in the allowable case types, document types, Filing Fees or special requirements for the treatment of filings, case types or document types so that the File & Serve System may be updated prior to the effective date of such change.

11. Promptly notifying FSX of any technical issues or outages by contacting the FSX call center.
12. Promptly notifying FSX of technical changes, modifications, enhancements or upgrades made to the County's CMS, Odyssey API, any other third-party solution or to the County's network, hardware, software or other infrastructure change that may affect the State Court's use or performance of the File & Serve System or FSX's transmission of the data and documents to the County's CMS.
13. Accepting or rejecting filings transmitted by FSX to the County. For new and existing cases, eFiling will begin with the customer's use of the web service and the transaction will be complete in one of two ways: a) upon approval of the eFiling transaction by the clerk, the eFiling submission to the County's CMS is triggered. The data for the eFiling transaction will be sent to the County's CMS from the eFiling Exchange facilitated by the Broker Agent using the Odyssey API agreed upon data exchange protocol. Upon receipt of the eFiling transaction data, the County's CMS will respond in a timely manner with a response indicating success or failure of the transmission; or b) upon clerk rejection, the transaction will be complete without further communication with the Odyssey API.
14. Providing FSX access to the Odyssey XML Integration Publisher.
15. Authorizing FSX to configure the Odyssey XML Integration Publisher allowing FSX to send asynchronous events regarding changes to case information including, at a minimum: the case title, the case number, party and attorney information, hearing date, Filing Fees, and judge assignment.
16. Providing contact information for a representative from Tyler Technologies authorized to engage with FSX in support of its integration with the County's CMS, the Odyssey API, the Odyssey XML Integration Publisher, and any other Tyler Technologies software deployed in the County's environment or hosted on behalf of the County.
17. Ensuring the security and maintaining the confidentiality of all User Identifications, and any action taken under a User Identification will be deemed to have been performed by that User. When any Authorized Court User leaves the employment of the State Court or no longer needs access, the State Court will utilize the "Manage Users" functionality on the FSX Web Site to remove the user within three (3) business days of employee's separation use of any User Identification other than as provided in this Agreement will be considered a breach of this Agreement by the State Court. The State Court will immediately notify FSX of any Unauthorized Use or breach of security. In the event of any Unauthorized Use or breach of security, the State Court will take all actions reasonably requested by FSX to terminate such Unauthorized Use or breach of security.
18. The County and the State Court will be responsible for timely participating in End to End system testing. FSX will provide test case scenarios to enable the State Court to identify resource requirements, allocate time, and provide adequate testing.

C) Miscellaneous

1. FSX intends to enter into a professional services agreement with Tyler Technologies regarding support and configuration for the integration of the Odyssey API and Odyssey XML Integration Publisher. FSX estimates that it will require a maximum of 60 ongoing support hours, which will be detailed in the professional services agreement and will include the development, implementation, and ongoing support of this project for at least the first calendar year from the implementation launch date of eFiling (to be determined).
2. Operational Divisions – FSX Services will be configured to accept electronic filings from the Civil Division of the State Court.
3. Change Orders
 - a. From time to time the State Court may desire to modify or enhance the Functional or Technical Requirements in an effort to improve the electronic filing services. Such changes may require modification or enhancement of the FSX Services or eFiling Exchange. FSX will provide a Change Order Process to manage these changes.
 - b. FSX recognizes that minor changes in the functional and technical requirements are likely to arise during the term of the agreement. FSX will set aside a pool of 100 hours for each calendar year after the operational project kick-off to make such changes without charge.
 - c. Any changes required to any other systems owned or licensed by the State Court, including but not limited to configurations of the County’s CMS that are not already addressed within this document, are outside the scope of this SOW.
4. FSX reserves the right to alter or modify the File & Serve System from time to time including portions thereof without notice. Such alterations may include, without limitation, addition or withdrawal of features, data, information, products, services, software, or instructions. FSX will provide the State Court with advance written notice of modifications to the File & Serve System user interface that may impact workflows for Authorized Users or Authorized Court Users, including modifications to links, buttons, form input fields, the ordering of screens in a workflow, and the output of search queries.
5. Project Personnel: FSX will allocate resources for implementing the FSX Services described in this SOW. FSX project resources will work closely with the County’s and the State Court’s teams to implement the described FSX Services.

EXHIBIT C

PROJECT DELIVERABLES

PROJECT DELIVERABLES

FSX will use commercially reasonable efforts to perform the Project Deliverables in accordance with the Implementation Schedule set forth below, subject to the availability of knowledgeable and State Court and County personnel, access to test environments containing data and configurations representative of the production environment, access to County-hosted servers required to host FSX integration software, integration assistance as required from Tyler Technologies, and timely responsiveness from State Court and County personnel needed by FSX. The following project deliverables shall be provided:

1. Implementation Plan:

- a. FSX will provide a project schedule within 7 business days of the date of the signed contract.
- b. High Level Milestone estimates for this project are as follows. All timeframes reflected in the “Days” column are calculated from the execution date of the contract. The timeframes are subject to change in response to adjustments to project scope or unforeseen project setbacks.

Days	Milestone
0	Contract execution
7	FSX releases detailed project schedule
7	FSX submits technical requirements based on business requirements provided by Fulton
14	Fulton approves technical requirements
21	FSX completes production data seeding
28	FSX completes Odyssey integration-specific development
42	FSX completes SIT regression testing
49	FSX completes break/fix development and retesting
49	Code Freeze
50	Fulton County acceptance testing begins
56	Fulton completes Core Functionality testing
58	Fulton releases “Coming Soon” announcement to users
65	FSX completes SIT regression testing
72	FSX completes post-testing bug cleanup
86	Fulton stakeholders complete acceptance testing
86	Fulton releases 45-day notice to users
117	Two week contingency
124	FSX completes end user training for State Court personnel
124	FSX completes non-State Court end user training
131	FSX completes pre-launch seeding
131	FSX launches Fulton on File & ServeXpress

2. A detailed Training Plan that includes training for County staff shall be provided within 87 days from the execution of the contract, or receipt of the notice to proceed, whichever comes first.
3. Training Manuals for both Authorized Court Users and Authorized Users must be provided within 87 days from the execution of the contract, or receipt of the notice to proceed, whichever comes first.

EXHIBIT D

COMPENSATION

COMPENSATION

1. FSX agrees to pay the County 6.66% of the Net Fees collected from users on the first ten (10) eFile transactions per party per case ("Revenue Share"). For purposes of this Section, Net Fees shall mean amounts received by FSX as payment for eFile transactions only, and shall exclude, without limitation, all statutory and State Court Filing Fees, FSX third party costs, eServe only transactions, alerts, searches, documents purchases, and other FSX fees and charges, taxes, and credits. FSX shall distribute the Revenue Share to the County on a calendar quarterly basis, in arrears, within seventy-five (75) days after the close of each quarter. FSX shall provide a quarterly statement showing the transaction detail and resulting Revenue Share owed to the County for the quarter.
2. A transaction may include one or more documents filed in the same case at the same time.
3. FSX may charge users except as provided in this Agreement, transaction and other fees for use of File & Service System and FSX Services. Such Standard Service Fees, excluding Filing Fees, are subject to periodic changes at FSX's sole discretion. In addition, payment processing convenience fee, not to exceed 3.5% + 30¢ may be assessed at the sole discretion of FSX for each payment transaction.
4. Government agencies and indigent filers designated by the State Court, who are not otherwise required to pay statutory Filing Fees, may submit e-File transactions without charge. Contractor will work with the County to jointly develop written documentation setting forth the criteria that Contractor shall use at the time a transaction occurs and at other times to identify users who are not otherwise required to pay statutory filing fees.
5. The File & Serve System will be accessible via an internet connection through the File & Serve website by those using Public Access Terminals placed in locations deemed necessary by the Court. Attorneys and/or parties who are unable to electronically file documents remotely may use the File & Serve System by obtaining a one-time user ID from the Court Clerk to submit filings and search public records at the Public Access Terminal. There will be no charges assessed to users for FSX services for transactions under the temporary ID provided by the Court Clerk. There will be no payment mechanism available at the PAT, and any applicable Filing Fees will be collected by the Court Clerk. Should an Authorized User use his or her password at the Public Access Terminal, the Standard Service Fees will apply and be

collected by FSX, along with any Filing Fees, in a manner consistent with the filer's user agreement with FSX.

6. FSX may terminate or suspend access rights for users of the File & Serve System who fail to pay amounts owed to FSX in a timely manner.
7. No additional software or hardware is required for Authorized Court Users in the system, outside of utilizing their existing word processing software and internet browser software. Additionally, there is no up-front cost to the County for software, implementation, project management, training, or annual software maintenance and support. However, during the term of the contract, the State Court may be required to upgrade internet browser, word processing software to adhere with industry standards and security requirements.
8. FSX will charge service fees to the Court for effectuating conventional service via U.S. mail for Court Initiated Transactions, including, but not limited to orders, notices and other documents filed, entered or otherwise submitted by the Court in any case, or mailed to all or some portion of attorney or filers of record provided by the Court in an acceptable format, regardless of the document to be mailed or the Authorized User's association with any pending case. If the number of pages in any mailing exceeds 500, the parties shall mutually agree upon commercially reasonable pricing. For mailings of less than the first 3,000 recipients (each separate mailing to a recipient will count as one "recipient" for purposes of this paragraph) per year the Court will pay 10 cents per recipient up to 500 pages per mailing. Recipients 3,001 to 13,000 will be charged at \$1.00 each mailing up to 500 pages per mailing. Recipients exceeding 13,000 will be charged at the prices below. Any amounts due from State Court will be billed separately each month and will not be automatically deducted from any revenue or compensation due to the State Court.

NUMBER OF PAGES	PRICE PER RECIPIENT
1-4	\$3.92
5-10	\$4.85
11-17	\$5.57
18-19	\$6.37
20-25	\$7.13
26-31	\$7.90
32-37	\$8.66
38-43	\$9.43
44-49	\$10.19
50-54	\$10.96
55-60	\$11.72
61-66	\$12.49

67-72	\$13.25
73-89	\$21.71
90-183	\$36.16
184-276	\$50.29
277-369	\$62.21
370-500	\$73.28

9. ACH Process Terms & Conditions

- a. FSX will electronically transfer Filing Fees through the U.S. Federal Reserve Bank's Automated Clearing House (ACH) payment system for all accepted transactions and approved eFile transactions to the State Court's bank account.
- b. The County acknowledges that upon acceptance by the State Court clerks of the filing to which the fee relates, it generally takes 48 hours from the time the ACH credit is initiated to clear the Federal Reserve System and post to the State Court's bank account (excluding weekends and holidays observed by FSX, the State Court or the U.S. Federal Reserve Bank). **This timing is subject to the federal and state banking systems and is not in the control of FSX.**
- c. The State Court shall complete documentation authorizing FSX to ACH credit the State Court's fees into the designated bank account. Although FSX will initiate the Direct Payment on a consistent basis, the posting of these deposits to the State Court's account will vary within 48 hours of the initiation, and the court should take the necessary steps to properly reconcile their accounting records to the e-file system via reports summarizing transactions and will notify FSX within thirty (30) days of any discrepancies.
- d. FSX shall not have the authorization to process ACH debits (withdrawal amounts) from the State Court's account. Therefore, once an authorized transaction is completed any refunds or credit requests must be handled and processed by the State Court, who will refund any money due to the user via check or such other means as agreed upon between the user and State Court personnel.
- e. FSX reserves the right to amend these ACH Process Terms and Conditions from time to time, which amendment(s) shall be effective when a copy of such amendment(s) are served upon the State Court.
- f. FSX shall not be liable or responsible for any State Court statutory fees or payment of any Filing Fees owed to the State Court by any users of the File & Serve System. Payment of any such fees shall be the sole responsibility of the user of the File & Serve System. If a user of the File & Serve System fails to pay

the required Filing Fee for services rendered to such user pursuant to this Agreement, the State Court will provide such assistance, as may reasonably be requested by FSX, to enable FSX to collect any amounts owed to it by such user for Filing Fees paid to the State Court by FSX on behalf of such user. In the event a user fails to pay FSX within ninety (90) days for any statutory fees or Filing Fees owed to the State Court and which have been paid by FSX to the State Court, then FSX may recover and deduct such unpaid amounts against future statutory or Filing Fees collected by FSX on behalf of the State Court.

EXHIBIT E

PURCHASING FORMS

**Attached Documents Taken from
FSX's 2014 Response to RFP**

FORM A: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material misrepresentation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
 - i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
 - ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

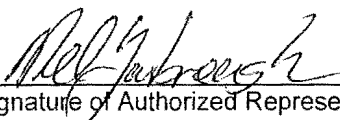
Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification 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 23rd day of June, 2014

File & ServeXpress, LLC
(Legal Name of Proponent) (Date)


(Signature of Authorized Representative) (Date)

Chief Executive Officer
(Title)

FORM A: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
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DEBARMENT ORDINANCE

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(a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material misrepresentation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
 - i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
 - ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

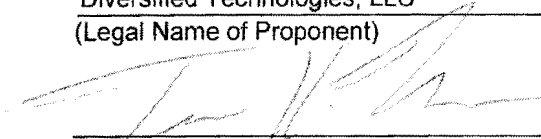
Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification 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 16 day of June, 2014

Diversified Technologies, LLC 6/16
(Legal Name of Proponent) (Date)

 6/16
(Signature of Authorized Representative) (Date)

General Manager
(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, Mel Yarbrough certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), File & ServeXpress, LLC has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of File & ServeXpress, LLC is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

File & ServeXpress, LLC

(COMPANY NAME)

Mel Yarbrough

(CHIEF EXECUTIVE/OFFICER)

Sworn to and subscribed before me this 23rd day of June, 2014.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: Sandra Mahl

County: Dallas

Commission Expires: July 2, 2017



STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, Craig Steffen certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), File & ServeXpress, LLC has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of File & ServeXpress, LLC is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

File & ServeXpress, LLC

(COMPANY NAME)

Craig E. Steffen

(PRESIDENT / VICE PRESIDENT)

Sworn to and subscribed before me this 30th day of June, 2014.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: Sandra L. Mahl

County: Dallas

Commission Expires: July 2, 2017



STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, Dana Argroves certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), File & ServeXpress, LLC has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of File & ServeXpress, LLC is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

File & ServeXpress, LLC

(COMPANY NAME)

Dana Argroves

Sworn to and subscribed before me this 24th day of June, 2014.

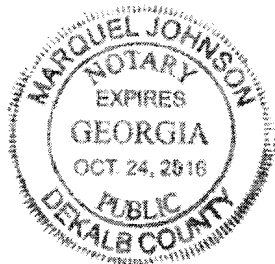
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: Marquel Johnson

County: DeKalb

Commission Expires: 10-24-2016



STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

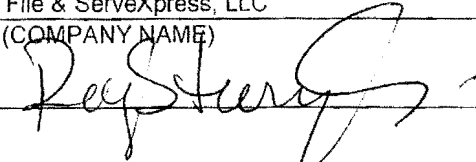
I, Roy Turner certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), File & ServeXpress, LLC has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of File & ServeXpress, LLC is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

File & ServeXpress, LLC

(COMPANY NAME)



Sworn to and subscribed before me this ___ day of June, 2014.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: See Attached Document

Commission Expires: 09/30/14

**CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202**

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

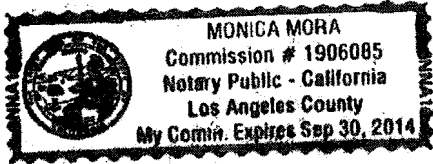
~~_____

_____~~

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me
on this 27 day of June, 2014,
by Ray Turner
(1) _____
(2) _____
Name(s) of Signer(s)



Place Notary Seal Above

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

Signature Monica Mora
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit of Bidder / Offeror
Document Date: 6/27/14 Number of Pages: 01
Signer(s) Other Than Named Above: N/A

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, Tamerlane Carter certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), File & ServeXpress, LLC has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of File & ServeXpress, LLC is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

File & ServeXpress, LLC
(COMPANY NAME)

Tamerlane Carter
Vice President, Government & Legal Services

Sworn to and subscribed before me this 25th day of June, 2014.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: *Sandra L. Mah*

County: *Dallas*

Commission Expires: *July 2, 2017*



STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, C. Douglas Mitchell certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), File & ServeXpress, LLC has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of File & ServeXpress, LLC is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

File & ServeXpress Holdings, LLC

(COMPANY NAME)

C. Douglas Mitchell

Chairman of the Board

Sworn to and subscribed before me this 26th day of June, 2014.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: Sandra L. Mahl

County: Dallas

Commission Expires: July 2, 2017



**FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offerer acknowledges that he/she has read this solicitation document, pages # 1 to # 123 inclusive, including any addenda # 1 to # 4 exhibit(s) # 1 to # 2, attachment(s) # to # _____, and/or appendices # A to # _____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offerer to submit the proposal herein and to legally obligate the offerer thereto.

This is also to certify that the offerer has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offerer certifies that it is submitting any proposed modification to the contract terms with its proposal. The offerer further certifies that the failure to submit proposed modifications with the proposal waives the offerer's right to submit proposed modifications later. The offerer also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offerer's proposal as non-responsive.

Company: File & Serve Xpress, LLC
Signature: Michelle Smallwood
Name: Michelle Smallwood
Title: Chief Financial Officer Date: June 30, 2014

(Affix Corporate Seal)

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, Wednesday, July 2, 2014 **11:00 A.M. legal prevailing time.**

This is to acknowledge receipt of Addendum No. 1, 13th day of June, 2014.

File & ServeXpress, LLC
Legal Name of Proposer

Michele Smallwood
Signature of Authorized Representative

Chief Financial Officer
Title

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, **Wednesday, July 2, 2014 11:00 A.M. legal prevailing time.**

This is to acknowledge receipt of Addendum No. 2, 19th day of June, 2014.

File & Serve Xpress, LLC
Legal Name of Proposer

Michelle Smallwood
Signature of Authorized Representative

Chief Financial Officer
Title

ACKNOWLEDGEMENT OF ADDENDUM NO. 3

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, **Wednesday, July 2, 2014 11:00 A.M. legal prevailing time.**

This is to acknowledge receipt of Addendum No. 3, 23rd day of June, 2014.

File & ServeXpress, LLC
Legal Name of Proposer

Michelle Smallwood
Signature of Authorized Representative

Chief Financial Officer
Title

ACKNOWLEDGEMENT OF ADDENDUM NO. 4

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, **Wednesday, July 2, 2014 11:00 A.M. legal prevailing time.**

This is to acknowledge receipt of Addendum No. 4, 24th day of June, 2014.

File & ServiceXpress, LLC
Legal Name of Proposer

Michelle Smallwood
Signature of Authorized Representative

Chief Financial Officer
Title

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offerer" 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 Offerer, including their ownership interests and their anticipated role in the management and operations of said Offerer.

C. Douglas Mitchell	Board Member	Mei Yarbrough	Officer
Schuyler Marshall	Board Member	Michelle Smallwood	Officer
Marquez Bela	Board Member		
Marc Baylin	Board Member		
Allen Griffin	Board Member		

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

See Attached Sheet

- 3. Please state whether any employee, agent or representative of said Offerer who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No employee, agent or representative of File & ServeXpress who is or will be directly involved in the Fulton eFiling project has or had within the last five (5) years:
 (i) directly or indirectly a business relationship with Fulton County;
 (ii) directly or indirectly received any revenue from Fulton County; or
 (iii) directly or indirectly received any revenue from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

General Development of File & ServeXpress, LLC

File & ServeXpress, LLC was created in November, 2012. The newly formed entity announced its acquisitions of LexisNexis File & Serve and CaseFileXpress, to combine the capabilities of two of the largest and preeminent e-filing and e-service providers for attorneys and courts.

CaseFileXpress, headquartered in Irving, Texas, was founded in 2002 and was the first approved EFSP in Texas through TexasOnline (the state's web portal) and is the only EFSP for the Washington, DC Superior Court. Clients of CaseFileXpress represent 89 of the top 100 U.S. law firms, the top 25 law firms in Texas, and 75 of the top 100 international firms.

LexisNexis File & Serve, headquartered in Bellevue, Washington, was formed as the result of combining the industry's first electronic court filing system (LexisNexis CLAD, circa 1991) and the acquisition of industry leading companies that provided electronic filing and service capabilities (including CourtLink, VeriLaw, JusticeLink and LawPlus). At the time of the acquisition, File & Serve had more than 2,750,000 cases online and distributed over 35,000,000 electronic copies of documents per year. Over 120,000 judges, attorneys, and other legal professionals were supported by the system with electronic filing and service, online document access, or document delivery through other means.

New projects and jurisdictions in the last year and a half include E-File Texas, Orange County Superior Court, General Civil case types expansion in San Francisco Superior Court, District of Columbia Real Property Tax Appeals Commission, Kent County Register of Wills and the Hawaii Labor Relations Board. With projects in 36 states, File & ServeXpress manages more than 45 million documents a year, has implemented nearly 300 jurisdictions and has more than 165,000 users that are provided with a variety of free training resources.

LITIGATION DISCLOSURE:

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

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

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

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

Circle One:

YES

NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local

government, or private entity during the last three (3) years?

Circle One:

YES

NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty or/f 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 23rd day of June, 2014

File & ServeXpress, LLC
(Legal Name of Proponent) (Date)

Mel G. Aubrey
(Signature of Authorized Representative) (Date)

Chief Executive Officer
(Title)

Sworn to and subscribed before me,

This 23rd day of June, 2014



Sandra Mahl
(Notary Public) (Seal)

Commission Expires July 2, 2017
(Date)

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offerer's firm's officers and directors. Terence K. Thomas
100 Peachtree Street Suite 1910
Atlanta, Ga. 30303

For the purposes of this form, the term "Offerer" 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 Offerer, including their ownership interests and their anticipated role in the management and operations of said Offerer.

Terence K. Thomas is the owner and only officer of Diversified Technologies, LLC. (DT) He owns 100% of the company.

100 Peachtree Street Suite 1910, Atlanta, Ga. 30303

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

Diversified Technologies, LLC has focused on the IT industry for the past seven years. DT has been providing Facilities Management services over 3 years. Revenues have grown from \$1 million to over \$7 million over the past seven years.

3. Please state whether any employee, agent or representative of said Offerer who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No DT employee, agent, nor representative of DT who will be directly involved in the project has not within the past 5 years directly or indirectly had a business relationship with, received revenues, or received from result of doing business with Fulton County property or pursuant to any contract with Fulton County.

No employee, agent or representative of Diversified Technologies, LLC who is or will be directly involved in the Fulton eFiling project has or had within the last five (5) years:

- (i) directly or indirectly a business relationship with Fulton County;
- (ii) directly or indirectly received any revenue from Fulton County; or
- (iii) directly or indirectly received any revenue from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local

government, or private entity during the last three (3) years?

Circle One: YES NO

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

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty or/f 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 16 day of June, 2014

Diversified Technologies, LLC
(Legal Name of Proponent) (Date)

[Signature] 6/16/14
(Signature of Authorized Representative) (Date)

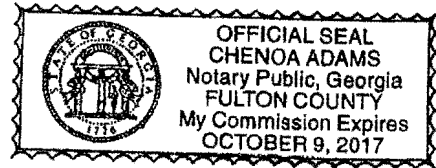
General Manager
(Title)

Sworn to and subscribed before me,

This 16th day of June, 2014

[Signature]
(Notary Public) (Seal)

Commission Expires 10/09/17
(Date)



FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: 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 under a contract with [insert name of prime contractor] File & ServeXpress, LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program* [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], 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.

787761

EEV/Basic Pilot Program* User Identification Number

Mel Yarbrough

BY: Authorized Officer of Agent (Insert Contractor Name)

Chief Executive Officer

Title of Authorized Officer or Agent of Contractor Printed

Mel Yarbrough

Name of Authorized Officer or Agent

Sworn to and subscribed before me this 23rd day of June, 2014.

Notary Public: Sandra Mahl

County: Dallas

Commission Expires: July 2, 2017



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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: 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 under a contract with [insert name of prime contractor] File & ServeXpress Holdings, LLC on behalf of Fulton County Government has registered with and is participating in a federal work authorization program* [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], 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.

N/A

EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Contractor Name)
Chairman of the Board
Title of Authorized Officer or Agent of Contractor Printed

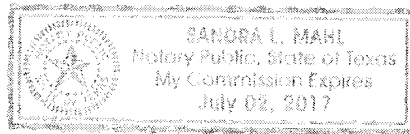
C. Douglas Mitchell
Name of Authorized Officer or Agent

Sworn to and subscribed before me this 26th day of June, 2014.

Notary Public: Sandra L. Mahl

County: Dallas

Commission Expires: July 2, 2017



10.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.

*[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 F: 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 under a contract with [insert name of prime contractor] File & ServeXpress, LLC behalf of Fulton County Government has registered with and is participating in a federal work authorization program* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13- 10-91.

63232
EEV/Basic Pilot Program* User Identification Number

, Diversified Technologies, LLC
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Vice President of Business Development
Title of Authorized Officer or Agent of Subcontractor

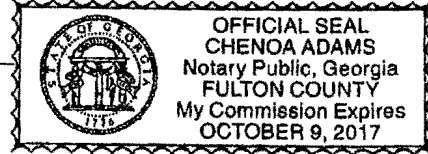
John W. Scales, Jr.
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 16th day of June, 2014.

Notary Public: Chenoa Adams

County: Fulton

Commission Expires: 10/9/2017



10.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.

14[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 G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: File & ServeXpress, LLC

Performing work as: Prime Contractor Sub-Contractor

Professional License Type: N/A

Professional License Number: N/A

Expiration Date of License: N/A

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

Signed: Michele Smellwood

Date: 6-25-14

(ATTACH COPY OF LICENSE)

FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Diversified Technologies, LLC

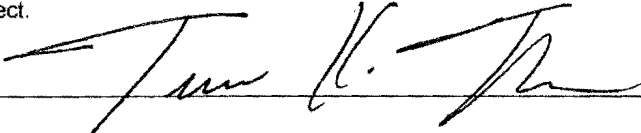
Performing work as: Prime Contractor _____ Sub-Contractor X

Professional License Type: N/A

Professional License Number: N/A

Expiration Date of License: N/A

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

Signed: 

Date: 6/16/14

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Offeror Diversified Technologies, LLC is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-358(f), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Diversified Technologies, LLC (Affix corporate seal here, if a corporation)

(BUSINESS NAME)

100 Peachtree Street NW, Suite 1910
Atlanta, GA 30303

(FULTON COUNTY BUSINESS ADDRESS)

General Manager
(OFFICIAL TITLE OF AFFIANT)

Terence Thomas
(NAME OF AFFIANT)

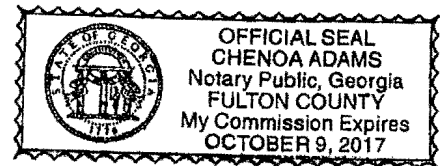
[Signature]
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this 16th day of June, 2014.

Notary Public: Chenoa Adams

County: Fulton

Commission Expires: 10/09/17



CITY OF ATLANTA, GEORGIA - DEPARTMENT OF FINANCE

OCCUPATION TAX REGISTRATION CERTIFICATE

VALID ONLY WHEN REGISTRATION TAX REQUIREMENTS ARE PAID

CERTIFICATE NO. : 144419LGB

BUSINESS NAME : DIVERSIFIED TECHNOLOGIES LLC

LOCATION : 100 PEACHTREE ST NW STE-1910 ATLANTA GA 30303

DATE ISSUED : 2014-01-01

EXPIRES ON : 2014-12-31

BUSINESS NAME AND ADDRESS:

DIVERSIFIED TECHNOLOGIES LLC
100 PEACHTREE ST NW STE 1910
ATLANTA GA 30303-1919



J. Anthony "Jim" Beard, CTP
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) IF REQUIRED

CERTIFICATE NOT TRANSFERABLE

IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD,
CALL THE BUSINESS LICENSE OFFICE AT 404-330-8270

THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Tamerlane Carter),
Name

Chief Executive Officer

File & ServeXpress, LLC

Title

Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: *Tamerlane Carter*

ADDRESS: 500 E. John Carpenter Freeway, Suite 250, Irving, TX 75062

TELEPHONE NUMBER: 972-893-6687

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

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 (India, not Hispanic)		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	2			3	2												
FIRST/MID LEVEL OFFICIALS and MANAGERS	4	4			3	4			1									
PROFESSIONALS	23	19			12	7	1	4	4				6	8				
TECHNICIANS																		
SALES WORKERS	2	3			1	3			1									
ADMINISTRATIVE SUPPORT WORKERS	6	9			1	3	2	2	3	3			1					
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL	38	37			20	19	3	6	9	3			6	9				

FIRMS'S NAME
 ADDRESS
 TELEPHONE
 This completed form is for (Check only one):
 Submitted by:

File & ServeXpress, LLC

500 E. John Carpenter Freeway, Suite 250, Irving, TX 75062
 972-893-6687

Bidder/Proposer Subcontractor
 3/23/18
 Date Completed:

Janelle Cate

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** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: File & ServeXpress, LLC

ITB/RFP Number: 14RFP93286A-CJC

Project Name or Description of Work/Service(s): eFiling System for State Court

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not ^x a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

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

SUBCONTRACTOR NAME: _____

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.

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
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 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: *Janelan Carter* **Title:** Chief Executive Officer

Firm or Corporate Name: File & ServeXpress, LLC

Address: 500 E. John Carpenter Freeway, Suite 250, Irving, TX 75062

Telephone: (972) 893-6687

Fax Number: ()

Email Address: tcarter@fileandserve.com

EXHIBIT D

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

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor 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 _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

File & ServeXpress, LLC hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for 14RFP93286A-CJC
(ITB/RFP Number)

eFiling System for State Court
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: Tamerlane Carter **Title:** Chief Executive Officer **Date:** 3/22/2018

Signature: 

Firm: File & ServeXpress, LLC

Address: 500 E. John Carpenter Freeway, Suite 250, Irving, Tx 75062

Phone Number: 972-893-6687

Fax Number: _____

Email Address: tcarter@fileandserve.com

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. 14RFP93286A

Project Name eFiling System

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

Financial Name	Supervision		Decisions	Field Operation
	Race	Sex		
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20____, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G 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:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____ (Signature) _____ (Printed Name)

Notary: _____ Date: _____ My Commission Expires: _____

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FULTON COUNTY

First Source Jobs Program Information

Company Name: File & ServeXpress, LLC

Project Number: 14RFP93286A-CJC

Project Name: eFiling System for State Court

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. N/A - File & ServeXpress does not anticipate the creation of additional jobs as a result of this contract
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

**FULTON COUNTY
First Source Jobs Program Agreement**

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2017

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. Two Lincoln Centre 5420 LBJ Freeway, Suite 400 Dallas TX 75240	CONTACT NAME: Maja Madriz PHONE (A/C, No, Ext): 214-365-7917 FAX (A/C, No): 972-663-6287 E-MAIL ADDRESS: Maja_Madriz@ajg.com														
INSURED FILE&SE-01 File & ServeXpress, LLC 500 E. John Carpenter Fwy, Suite 250 Irving, TX 75062	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover American Insurance Company</td> <td>36064</td> </tr> <tr> <td>INSURER B: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C: Hanover Lloyds Insurance Company</td> <td>41602</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover American Insurance Company	36064	INSURER B: Hanover Insurance Company	22292	INSURER C: Hanover Lloyds Insurance Company	41602	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Hanover Lloyds Insurance Company	41602														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 1217874815 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		ZZDA77564002	11/8/2017	11/8/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZZDA77564002	11/8/2017	11/8/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHDA77562502	11/8/2017	11/8/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W2DA77415802	11/8/2017	11/8/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Certificate Holder is an Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Umbrella Follows Form.
 Certificate Holder is named as Loss Payee.
 Notice of Cancellation: The Commercial General Liability Policy includes Designated Entity-Notice of Cancellation Provided by Us (30 Days) Endorsement Form IL T4 05 (03/11)

CERTIFICATE HOLDER Texas Capital Bank, National Association, as Administrative Agent Attn: Jeff Scott 2000 McKinney Avenue, Suite 700 Dallas TX 75201	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
--	--

**SECTION 10
APPENDICES**

APPENDIX - A

Fulton County Department of Information Technology (DoIT) Requirements & Standards

Purchasing & Contract Compliance

Last Revised: February, 2014



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A. 1.0. DoIT Requirements and Standards

B. 1.1. Overview and Objectives

The Fulton County Department of Information Technology (DoIT) is a centralized IT Department supporting all departments within Fulton County. DoIT is empowered through Fulton County Code, Policies and Procedures as the agency responsible for establishing, updating, enforcing, and retiring Information Technology (IT) requirements as well as its standards. IT requirements and standards ensure alignment, consistency, and modernization in the selection and maintenance of information systems used within the County. The objective in providing vendors IT requirements & standards are threefold:

1. In order to ensure that IT acquisitions integrate well into Fulton's technology environment facilitating its ability to carry out the business of Fulton County.
2. In order to identify and manage the risk, security exposure, or liability associated with an IT acquisition.
3. As well as, ensuring Fulton County achieves the maximum value from any information technology investment.

Any product solution that relies on the IT system's enterprise infrastructure, connects to the IT network, or depends upon DoIT support must be fully conforming. The requirements & standards provided do not represent a comprehensive view of all the products in use across the County. However, the intent of the list is to convey the primary standards for the major solutions supported by DoIT and/or delivered with IT resources. The County's Chief Information Officer (CIO), in compliance with County Policy 600-61, must approve all procurements comprised of IT components.

C. 1.2. Hardware, Software, Infrastructure Standards

Compliance is mandatory for all hardware and software solutions implemented as defined within requirements and standards guidelines. Proposers must provide a complete understanding of their respective solutions recommended systems architecture and the product solution's Total Cost of Ownership (TCO.)

Proposers must submit complete systems architecture diagrams defining all hardware, software, network, database, components, and their connectivity. In addition, a complete itemized list of costs associated with the aforementioned items must be included.

Proposers must provide complete explanations for each instance of non-conformance and may be subject to further compliance inquiry by DoIT.

1.2.1. End-User Software

Component	Current Standard
Operating System	Windows7, 64-bit
Word Processor	Microsoft Word 2010 , 64-bit
Spreadsheets	Microsoft Excel 2010, 64-bit
Presentations	Microsoft PowerPoint 2010, 64-bit

Collaboration	Microsoft One Note 2010, 64-bit
Database (Desktop)	Microsoft Access 2010 (Non-Shared – Single User Only)
E-Mail Client	<ul style="list-style-type: none"> • Microsoft Outlook 2010, 64-bit • Outlook Web Access (latest release)
Project Management	Microsoft Project Professional 2010 64-bit
Graphics	Microsoft Visio Professional 2010, 64-bit
Web Browser	Microsoft Internet Explorer –IE10
Java	JRE 7u51
Antivirus	Microsoft Forefront Server/Client Security
O/S & Office Suite Patch Management	Remote Patch Management
PDF Files Read/Write	<ul style="list-style-type: none"> • Adobe Acrobat (Read Only) Latest Version • Adobe Acrobat (Read / Write) Latest Version
Other	Must be Approved

Note:

- All Application software must be compliant with the most current version of the applicable O/S and/or Database within one year of release.
- DoIT must approve exceptions to the noted standards in advance.

1.2.2. End-User Hardware

Component	Desktop PC	Laptop
Platform	IBM Lenovo M93P, 64-bit	Toshiba Portege Z830-S8301 Ultra Book
CPU	Intel i-Series Processor	Intel Core i5-2557MProcessor
Disk Configuration	500 GB , SATA 7200 RPM hard drive	128GB Serial ATA SSD
Memory	4GB PC3-1333 RAM	4GB DDR3 1333MHz
Interface Card(S)	Ethernet 100/1000	Ethernet 100/1000
Wireless	802.11 a/n/ac wireless, Bluetooth 2.1, V92 Modem	802.11 a/n wireless, Bluetooth 2.1, V92 Modem
Operating System	Windows 7, 64-bit	Windows 7
File System	NTFS	NTFS
Maintenance	3 Year on-site, next business day (24x7x365)	3 Year Depot (24x7x365)

Component	Ultra Book	Tablet
Platform	HP IDS UMA NOWWAN 4540S BNBPC	
CPU	Intel Core i5-3210 Dual Core 4540S-CTO Processor	
Disk Configuration	320 GB , SATA 7200 RPM hard drive	
Media Drive	DVD+/-RW SM DL 4540S	
Memory	4GB 1333MHZ DDR3 1DM 454S RAM	
Monitor	Toshiba 15.6" LED HDSVA AG FCAN 4540S	
Video Card	Intel Integrated Graphics	
Interface Card(S)	Ethernet 100/1000	
Wireless	802.11 a/n wireless, Bluetooth 2.1, V92 Modem	
Operating System	Windows 7	
File System	NTFS	
Maintenance	3 Year on-site, next business day (24x7x365)	
Additional Hardware	Keyboard, Optical Mouse	

1.2.3. Enterprise Applications

Application	Current Standard
ERP	CGI Advantage v3.8.0.2
Databases Supported	<ul style="list-style-type: none">• Oracle 11g R2• MS SQL Server 2012 E/S
E-Mail	<ul style="list-style-type: none">• Microsoft Exchange 2007• Symantec Enterprise Vault 10.0.3• Cisco Ironport E-mail Security
Geographic Information Systems (GIS) Suite	ESRI ArcGIS v10.2

1.2.4. Database Systems & Data Storage

Component	Current Standard
Operating Systems	<ul style="list-style-type: none"> Microsoft Windows Server 2012, Standard and Data Center Oracle Enterprise Linux v5.7/5.8 Red Hat Enterprise Linux v5.8/6.5
Storage	SAN/NAS
Virtualization	VMWare ESXi v.5.1/5.5, Oracle VM v2.2.2/3.2.7

1.2.5. Server Hardware Specifications

Component	Application Server	Database Server
Type	INTEL	INTEL
Platform	Dell PowerEdge R710/R810; Fujitsu BX960 release	Dell PowerEdge R810/R910; Fujitsu BX900 releases
Power	Dual Redundant	Dual Redundant
Hard Drive Configuration	<ul style="list-style-type: none"> Internal: 2 ea. 73GB 15KRPM serial attached SCSI Additional Drives (separate enclosure) 5 ea. 300GB 15KRPM serial attach SCSI RAID1/RAID5 	<ul style="list-style-type: none"> Internal: 2 ea. 146GB 15KRPM serial attached SCSI 6Gbps hot plug Additional Drives (separate enclosure) 5 ea. 300GB 10KRPM serial attach SCSI Hot Plug RAID1/RAID5
CPU	<ul style="list-style-type: none"> 2 each Intel Xeon X5570 2.93GHz, 8M Cache 6.40GT/s QPI, Turbo, HT 	<ul style="list-style-type: none"> 4 each Intel Xeon E7540 2.0GHz, 18MB Cache 6.4GT/s QPI, Turbo HT 6 Core @ 1066MHz
Network Interface Cards	4 each. Full Ethernet 100/1000 Base-T	2 each, Dual Port Gigabit (1000Mb) NIC w/TOE iSCSI PCIe.
RAM	<ul style="list-style-type: none"> 48GB (12x4GB), 1066MHz Dual RDIMMs optimized for 2 processors 	<ul style="list-style-type: none"> 128GB (32x4GB) 1066MHz Quad Ranked RDIMMs optimized for 4 processors Power Optimized

HBA	<ul style="list-style-type: none">• Fiber channel• Dual Qlogic 8GB Optical fiber channel - Model 2460 or better.	<ul style="list-style-type: none">• Fiber channel• Dual Qlogic 8Gb Optical fiber channel HBA PCIe
-----	---	--

External Storage Controller	<ul style="list-style-type: none"> • SAS RAID controller - external • PCIe, 256MB Cache (minimum) 	<ul style="list-style-type: none"> • SAS RAID controller - external • PCIe, 512MB Cache (minimum)
Maintenance	<ul style="list-style-type: none"> • 3 Year, 24/7, 4 hour on-site (or NBD if specified) • Parts & labor included. 	<ul style="list-style-type: none"> • 3 Year, 24/7, 4 hour on-site • Parts & labor included
Additional Hardware Requirements	<ul style="list-style-type: none"> • Rails w/ cable management. • Internal DVD+/- RW, SATA drive. 	<ul style="list-style-type: none"> • Rails w/ cable management arm. • Internal DVD+/- RW, SATA drive.

1.2.6. Networks and Telecommunications

Component	Current Standard
Protocols	<ul style="list-style-type: none"> • TCP/IP - Network environment is pure IP • EIGRP - WAN, MAN, Campus, Access & Distribution layer routing protocols • BGP4 - ISP routing protocol • SCCP, H.323 - IP Telephone and Video protocols
Structured Cabling Standard Access Layer Cabling	<ul style="list-style-type: none"> • CAT-5E – Legacy PC and Server Connectivity • CAT-6 – New construction and major renovations where applicable • Single-Mode Fiber – Data Center, Campus, and Metro connections depending on distance • Multi-Mode Fiber - Data Center, Campus, and Metro connections depending on distance
WAN, MAN, Campus & Internet Connection Types	<ul style="list-style-type: none"> • 10Mb & 100Mb Metro Ethernet – New and upgraded WAN & MAN locations • 100Mb Metro Ethernet – Internet connectivity • Gigabit Ethernet – Campus, Access & Distribution uplinks • Gigabit and 10Gigabit – Data Center uplinks & Server connectivity

Closet Power Management	<ul style="list-style-type: none">• UPS Models:<ul style="list-style-type: none">• Smart-UPS 3000 RM XL
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	<ul style="list-style-type: none"> • Smart-UPS 2200 RM XL • Smart-UPS 3000 RM XL • Smart-UPS 1500 RM XL • Smart-UPS 1400 RM XL • Smart-UPS 8000 RM XL • Smart-UPS RT 8000 XL • Smart-UPS RT 5000 XL • Symmetra LX 16000 RM • All UPS Models – connected via Male-Twist-Lock connector • All UPS Models – equipped with temperature sensors • Monitoring application – Utilizing APC - InfraStruXure Central
Video Conferencing	Polycom/Tandberg, MsLync

1.2.7. Mobile Communication Devices

Device	Current Standard
Blackberry	<ul style="list-style-type: none"> • Galaxy S4

1.2.8. Physical Security

Component	Manufacture	Model
Camera	Cisco	6020 / 6090

D. 2.0. Application Programming Interfaces (API) Protocol

An application-programming interface (API) is a particular set of rules ('code') and specifications that software programs can follow to communicate with each other. The County prefers the use of service-oriented APIs that is not bound to a specific process or system as well as providing remote procedure calls or web services. Comprehensive documentation for APIs and data exchange protocols is subject to acceptance testing and approval. All APIs must conform to version upgrades, O/S upgrades, web browser upgrades, etc.

E. 2.1. Testing and Acceptance

All new systems and/or products will undergo a process of testing and acceptance. This process shall include the following minimum testing procedures prior to final acceptance by Fulton County Government:

1. The proposer shall certify in writing to the County that the system is completely installed, meets all requirements, is free of defects, the data conversion is complete and accurate, and the total system (application, file building, conversion, back-up and recovery procedures, etc.) is ready for operation.
2. The proposer shall be prepared to demonstrate all functions of the system prior to the start of user acceptance testing.

3. The proposer shall provide documentation and interface specifics on each interface provided. The burden of proof regarding on how each interface conforms to the IT Standards and Procedures is the responsibility of the proposer.
4. Upon receipt of the letter of certification from the vendor, Fulton County has a minimum of a sixty-day period to commence the process that will either accept or deny the acceptance the letter of certification. User acceptance testing will include an intensive exercise of each component and module of the system simulating a normal workload. This testing will provide assurance that the various components and modules of the system operate as specified. During this period, the system shall demonstrate a total availability of 99.99% or better.
5. All Application software must be compliant with the most current version of the applicable O/S and/or Database within one year of release.
6. Customizations and/or modifications, which are not supported by the Vendor's Standard Annual Support Package, will not be approved.
7. Third Party Hosted solution must provide Fulton County Government with FULL access to the database of the host provider.

- **Acceptance Criteria**

1. The solution meets the current published product specifications and documentation;
2. The solution is capable of running a variety of data on a repetitive basis without failure;
3. The solution meets the requirements and specifications described in this document and the functional requirements described in their bid response or response to RFP;
4. All documentation has been delivered and accurately reflects the operation of the solution;
5. All specified training has been conducted and accepted by Fulton County;
6. The interfaces properly provide the data necessary without disrupting the performance of the system or disrupting any of the original data files.
7. Once this acceptance testing is complete, the warranty period begins.

- **System Unavailable Criteria**

1. Any component or module capability is not available to all active workstations.
2. Any feature or specification either required within this document or stated in the proposer's response to bid or RFP does not perform as stated.
3. Conversion of all existing data files is not complete or is incompatible.
4. Interfaces are not complete and working.
5. Reporting features are not available and in compliance with requirements.
6. Training is incomplete or deemed inadequate by DoIT.

All new systems and/or products will undergo a process of testing and acceptance. This process shall include the following minimum testing procedures prior to final acceptance by Fulton County Government.

In addition, if the system requires a new install, either manually or automatically, for one hour or greater, the actual down time statistics will reflect the system as an outage.

In the event that the required level of reliability is not demonstrated by the end of the 60 day period, the County may extend the acceptance testing by another sixty (60) days. The Proposer must correct any deficiencies with the system in this time frame. If this extension is permitted, the Proposer shall reinitiate certification by submitting a revised letter of certification to the County specifying the corrections made to the system. The certification process described above will then be repeated.

Final acceptance will be made after the warranty period begins. This period will be a sixty-day (60) period of closely monitored post implementation support provided by the proposer to resolve any issues that may arise after the system has been placed into production.

F. 3.0. Training Requirements

The Vendor shall provide a detailed, documented training plan outlining the agenda regarding training goal, learning objectives, and learning methods. The training plan shall also include any prerequisites required for training for both the end-user and technical support staff. If learning objectives are not met at the end of the training period, the Vendor shall provide alternate means to meet learning objectives.

G. 4.0. End-User Training

End-User Training must identify the types, amounts, duration, and costs. The proposer shall include a plan that results in acceptable training for all levels of the system's operation. The vendor shall recommend best practices and system configuration for effective system set up. Using this information, the vendor will prepare a manual (Softcopy, preferably searchable PDF) that defines the workflow processes and procedures for users. The vendor shall provide a sample of the typical manual or training approach as part of their response.

H. 5.0. Administrative/IT Training

The proposer shall prepare a training plan for IT staff that will enable them to administer and support the system. This plan shall include any courses off-site, classroom training, and on-the-job training necessary for systems analysts, computer operators, security personnel, programmers, database, web, and network personnel. Training will include the complete support and custom programming and custom reporting to applicable staff. Describe any prerequisite knowledge or skills required. The proposal must include the cost associated with training.

Additionally, the vendor must clearly define a description of the recommended number and type of staff required to support the system. The skill sets required of each individual should be included in this description. The description of recommended staffing requirements should include all management, technical and functional areas for the ongoing support of the system. The minimum training requirements include, at minimum, two employees in all support roles. The instructional method of "Train the trainer" is not a valid training platform.

During this training, Fulton County will designate senior technical personnel in each class to evaluate the training provided in order to ensure that the training and the instruction provided is sufficient to provide the necessary knowledge and skills. At the end of the first day of any training class, a signoff must be obtained from this designee in order for the proposer to meet this requirement.

6.0. Product Solution Documentation

It is required that the vendor provide an electronic copy, and optionally, a hardcopy of the following documentation. Please list all reproducible (DVD or CD format only) copies of documentation, which is a criteria for system acceptance.

For example:

1. User training manuals for all transactions and functions supported
2. Data Dictionary
3. Data model/entity relationship diagrams and data flow diagrams

4. System module chart (application flow) showing each application module and its relation to the other modules
5. General system design and reference information
6. System transaction flow and control
7. List of all application programs, with summary of their purpose or function including a table of all procedures or processes and which processes are called by what other processes
8. Detailed program documentation within each source module
9. Table definitions and record layouts
10. Definition of all system control tables
11. Report and workstation display formats
12. A listing of all "canned" reports complete with full descriptions of these reports
13. The County shall be granted the rights to duplicate documentation for record and training purposes.

7.0. Preferred Terms & Conditions

DoIT has established the following preferred terms & conditions relating to licenses (hardware, software) and support and maintenance agreements. Responses in this section will be referenced in the final contract.