

FULTON COUNTY

People *Vision*
Families *Neighborhoods*

Mission
*To serve, protect and govern in concert with
local municipalities*

Values
People *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

CONTRACT DOCUMENTS FOR

14RFP71726C-MT

**Business Occupational Tax Licensing, Revenue
Collection and Audit Services**

For
Finance Department

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CONTRACT AGREEMENT

Consultant: Revenue Discovery Systems

Contract No.: 14RFP71726C-MT – Business Occupational Tax Licensing, Revenue Collection and Audit Services

Address: 600 Beacon Parkway W, Suite 900
City, State Birmingham, AL 35209

Telephone: (800) 556-7274

Email: kwalthall@revds.com

Contact: Kennon Walthall
SVP/COO

This Agreement made and entered into effective the _____ day of _____, 2015 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **REVENUE DISCOVERY SYSTEMS**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Finance Department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform business occupation tax licensing, revenue collection and audit services hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **October 15, 2014 BOC Item No. 14-0716.**

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to provide business occupational tax renewal processing, business audit services, revenue discovery services, alcohol excise remittance tax processing and hotel motel occupancy remittance tax processing. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

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

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

ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media 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

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

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

ARTICLE 7. MODIFICATIONS

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

ARTICLE 8. SCHEDULE OF WORK

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

ARTICLE 9. CONTRACT TERM

MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on January 1, 2015 the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2015. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for three (3) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2016 and shall end no later than the 31st day of December, 2016. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect

shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 10. COMPENSATION

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

The total contract amount for the Project shall not exceed \$108,529.00 (One Hundred Eight Thousand, Five Hundred Twenty-Nine Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE 12. SUSPENSION OF WORK

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

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

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

ARTICLE 13. DISPUTES

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

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions

of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

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

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

ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT CONSULTANT

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

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant 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 added compensation to Consultant. Consultant 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 Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent

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

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

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

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

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

delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

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

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

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

ARTICLE 23. CONFIDENTIALITY

Consultant 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 Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the Finance Department.

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.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant 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 OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this

Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 26. INSURANCE

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

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

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

Section 27.02 Interest of Public Officials:

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

ARTICLE 28. SUBCONTRACTING

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

ARTICLE 29. ASSIGNABILITY

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

ARTICLE 30. ANTI-KICKBACK CLAUSE

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

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant 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. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. 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 Consultant'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 Consultant. Consultant 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. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

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

ARTICLE 33. **VERBAL AGREEMENT**

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

ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

Investments Manager
Finance Department
141 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: (404) 612-7698
Email: tammy.goebeler@fultoncountyga.gov
Attention: Tammy Goebeler

With a copy to:

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

Notices to Consultant shall be addressed as follows:

Revenue Discovery Systems

600 Beacon Parkway West, Suite 900
Telephone: (800) 556-7274
Email: kwalthall@revds.com
Attention: Kennon Walthall

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or

catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

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

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

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

ARTICLE 40. INVOICING AND PAYMENT

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

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

Submittal of Invoices: Consultant shall submit all invoices in original and one (1) copy to:

Investments Manager
Finance Department
141 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: (404) 612-7698
Email: tammy.goebeler@fultoncountyga.gov
Attention: Tammy Goebeler

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

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

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

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

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

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

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall

terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

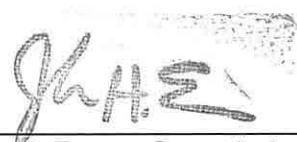
Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing,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

[Signatures appears on next page]

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

OWNER:

FULTON COUNTY, GEORGIA



John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:



APPROVED AS TO FORM:


Tom Gauthier
Office of the County Attorney

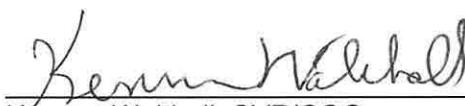
APPROVED AS TO CONTENT:



Hakeem Oshikoya, Interim Director
of Finance

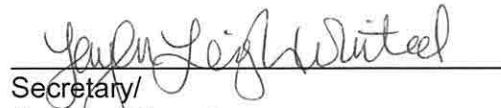
CONSULTANT:

PRA GOVERNMENT SERVICES, LLC
D/B/A RDS



Kennon Walthall, SVP/COO

ATTEST:


Jennifer Leigh Walthall

Secretary/
Assistant Secretary

(Affix Corporate Seal)

My commission expires:

6/18/14

Acknowledgement of Addenda



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

Fulton County, GA

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

1. Section 5 has been added to the RFP. See Attachment.
2. Section 9 has been added to the RFP. See Attachment.

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 Bid due date and time of July 2, 2014 at 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 30th day of June,
2014

PRA Government Services LLC d/b/a RDS

Legal Name of Bidder

Felicia Strong-Whitaker
Signature of Authorized Representative

Title

COO/svp

Winner 2000 - 2009 Achievement of Excellence in
Procurement Award • National Purchasing Institute



130 Peachtree Street, S.W. Suite 1168 • Atlanta, GA 30303 • (404) 612-5800

EXHIBIT A

GENERAL CONDITIONS

GENERAL REQUIREMENTS

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

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

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

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

7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall perform the following tasks to include, but not limited to the following:

REVENUE ADMINISTRATION

The consultant will be required to administer and collect current business occupational taxes, hotel/motel taxes, and alcohol/wine excise taxes on behalf of the Fulton County Finance Department hereinafter referred to as "FCFD", including all of the specific activities listed below:

1. The consultant must provide and operate a secure automated system to which electronic records of Fulton County taxpayers may be transferred. Records will be provided by FCFD in a mutually agreeable format.
2. The consultant must print and mail the initial notification of license renewal to business/occupational and taxpayer notifications/forms required for compliance with Fulton County Code of Law and State of Georgia Laws. Each tax and/or license notification to be issued according to a schedule determined by the FCFD.
3. The consultant must receive, process, reconcile, and deposit all license payments on a daily basis.
4. The consultant must print and mail all Business Occupational Tax Certificates for which payments have been made within ten (10) days of funds clearing/payment.
5. The consultant must remit funds via Automated Clearing House (ACH) or Electronic Funds Transfer (EFT) to be received by FCFD on the last day of each month. The consultant must provide an electronic report via e-mail to the FCFD within 2 business days of the remittance providing a breakdown of the payment between current year business/occupational taxes, prior year business/occupational taxes, hotel/motel taxes, and alcohol/wine excise taxes.
6. The consultant must prepare and submit monthly status reports to the FCFD or provide access to the reporting online; including but not limited to:
 - Top 35 remitters
 - Quarterly "dashboard" analysis of revenue and sources
 - Monthly audit billing/activity report
 - Monthly detailed listing of all hotel motel remittances including taxpayer name, location address, reported revenues, and hotel/motel taxes paid.
 - Monthly detailed listing of all alcohol/wine excise tax remittances including taxpayer name, location address, reported revenues, and hotel/motel taxes paid.
 - New taxpayers listing including taxpayer name, location address, reported projected revenues, and taxes paid.

- Closed account listing to include taxpayer name, location address, and taxes paid prior year.

Special consideration will be given to those consultants that are able to provide online reporting tools to the FCFD in order for the County to pull the required monthly reports and to build and customize ad hoc reports.

7. The consultant must provide taxpayer assistance via:

- Telephone
- Email
- Fax on demand services
- Web-based interactive help services (preferred but not mandatory)

8. The consultant must perform all data entry necessary to maintain the FCFD licensee database.

9. The consultant must provide technical and statistical assistance to FCFD as needed to administer taxpayer accounts.

10. Each year, by a date to be determined by FCFD, the consultant must develop and present to FCFD for approval a business license package to include an explanatory letter, required documents to comply with the Georgia Security and Immigration Compliance Act, license renewal application and fee schedule to be sent to licensees for the upcoming year.

11. The consultant must provide NSF check processing and collection as needed for taxpayer payments that are returned/charged back.

12. For accounts that do not submit a license application and payment by the due date set by the FCFD, the consultant must implement delinquency follow-up procedures. The consultant must also provide delinquency reporting to the FCFD in order for the County to actively assist in the collection process.

13. The consultant must identify all accounts that become delinquent and inform the taxpayer of the delinquency via telephone and printed notices until the delinquency is corrected.

14. Consultant must calculate preliminary assessments for non-responsive accounts in accordance with Fulton County ordinances and fee schedules, and send an invoice to the account.

15. Consultant must upload year-end data file to the State of Georgia Immigration and Reform Act Collection System to comply with O.C.G.A §36 for Issuance and Renewal of Business License by the deadline each year.

16. Fulton County has opted to participate in the State of Georgia Department of Revenue Business Occupational Tax Submittal System (BOTSS). The consultant must upload annual data file to the State of Georgia BOTSS system by the annual deadline of year for Business Occupational Tax Certificates issued from October 1st through September 30th of each year.

17. The Consultant must supply FCFD with a weekly delinquency report beginning April of each year for those businesses that obtained a Business

Occupational Tax Certificate in the prior year that have not renewed their license for the current year by the March 31st deadline.

REVENUE DISCOVERY/RECOVERY

1. The consultant will initiate a detailed revenue discovery/recovery effort to identify and recover any “unknown” revenues currently owed to, but not being realized by Fulton County.
2. The consultant will work with various databases available to identify businesses within unincorporated Fulton County operating without a business tax occupational certificate.
3. With the approval of the FCFD, the consultant must send these businesses a letter explaining Fulton County's license requirements, and requesting that the taxpayer either make application for a business tax occupational certificate, or request an exemption if they qualify.
4. With the approval of the FCFD, the consultant must attempt to determine how long the business may have been in operation in Fulton County without a license, and assess any applicable license fees for prior years, including penalties and interest, in accordance with Fulton County ordinances and fee schedules.
5. The consultant must receive and remit to the FCFD payments from licensees discovered in this way, and add the accounts to the licensee database, to ensure that they will remain licensed in future years.
6. On an ongoing basis, the consultant must track licensee payments from one year to the next to identify any accounts with substantial variations in payments. These must be reported to FCFD for review and possible approval to initiate an audit.

COMPLIANCE AUDITING

1. The consultant will develop a plan to implement a full-scale hotel/motel, alcohol excise tax, and general business occupational tax compliance audit for the taxpayers that fall under this description. The audit will include the last 3 to 5 years, as determined by the FCFD.
2. With the approval of the FCFD, the consultant must perform thorough licensee audits by searching for financial-related or management inaccuracies, fraud or inadvertent irregularities.
3. The consultant's auditors must review recent and past filing and payment history, as recorded in the licensee database maintained by the consultant on behalf of FCFD.
4. The consultant's auditors must review the applicable provisions of Fulton County's licensing ordinances.
5. For each error or omission identified and confirmed, the contactor must submit substantiating documentation to the FCFD in order to facilitate recovery of

revenues due to the FCFD.

6. If it is determined that the FCFD has not received the full amounts to which it is entitled under the appropriate enabling ordinances, based on the 3-year past audit, the consultant must assist the FCFD in recovering what is owed, through the collection processes described below.
7. The contactor will provide FCFD with any findings and recommendations relevant to enhancement or to providing ongoing oversight.

COLLECTION SERVICES

Fulton County has the ability to take legal action against unlicensed businesses or delinquent taxpayers (as in the case of hotel/motel and alcohol excise tax delinquencies) operating within the County, and expects the Consultant's revenue administration process to facilitate and maximize the timely and voluntary payment of applicable license fees and relevant taxes on the part of all licensees and taxpayers. We expect the Consultant to make every effort to work with the County's licensees, hotel/motel taxpayers, and alcohol excise taxpayers to obtain payment, up to the point that the County would ordinarily consider using a third-party collection agency. For accounts with delinquent balances that cannot be located, or that fail to respond to repeated notices, the FCFD requires that the consultant take additional steps to collect the debt, in accordance with the following requirements:

1. Delinquent accounts identified by the consultant in the course of normal license and hotel/motel and alcohol excise tax revenue administration must be reported to the FCFD for approval before any delinquency collection proceedings may begin.
2. The consultant must identify and exclude any accounts that cannot be collected because they are "void of statute" based on State and Federal laws or because bankruptcy proceedings may have begun. The consultant must provide the FCFD with a list of such accounts.
3. The consultant must attempt to verify current phone numbers for all accounts comparing account data with national databases to update account records that may have missing or invalid (e.g. not enough digits) phone numbers with current phone numbers and location information.
4. The consultant must mail to every account a 1st notice/validation notice as required by Fair Debt Collection Practices Act (FDCPA).
5. The consultant must also attempt to contact every account by telephone. The consultant must specify the process and technology to be used.
6. The consultant must also have the capability to skip-trace all accounts that cannot be reached by phone for whatever reason, and that do not respond to 1st notices. The consultant must specify the process and databases to be used for skip-tracing.
7. The consultant must generate and mail 2nd, and later, a 3rd, demand notice

for all accounts with unpaid balances for which a payment has not yet been received.

8. The consultant must continue, within the limits set by the FDCPA, to attempt to contact accounts by telephone throughout the collection process.
9. The consultant will provide reports on collections according to a schedule and in formats as agreed upon specifically with the FCFD. In addition, the consultant will provide FCFD with the ability to query account details online through the consultant's client web-site, and to run a variety of standard reports to list data for multiple accounts or generate high-level management statistics.
10. The consultant must make remittances to the FCFD of all monies collected with sufficient reporting itemizing by account name, type of account, account number, date and amount paid.
11. The consultant must continue to attempt to collect on accounts indefinitely throughout the term of the contract, or until recalled by the FCFD, but will advise the FCFD if at some point the consultant comes to believe that the accounts are either not locatable, or not collectible without further legal action.

Consultant Qualifications

1. In order for FCFD to evaluate the consultant's financial solvency and stability, the consultant must provide access to audited financial statements to include balance sheets and income statements for each of the past three years.
2. Upon award of the contract the consultant must assign a specific account manager to work with the FCFD as our single point of contact throughout the term of the contract, and across all services to be provided.
3. The consultant must have successfully undertaken a SAS-70 Type II Audit of its data and funds disbursement processes and associated administration procedures.
4. The consultant must be an active member of the American Collectors Association (ACA) and subscribe to the ACA Collection Practices Code of Ethics.
5. The consultant must strictly adhere to the FDCPA rules and regulations for debt collection agencies. The consultant must identify any citations for FDCPA violations within the past five years or state that no such citations have occurred.
6. Auditing staff assigned by the consultant to FCFD's account must be Certified Revenue Officers and/or Certified Public Accountants. Consultant must explain in detail the qualifications (certification, experience, education, ongoing training) of its auditors.
7. To ensure continuity of its operations on behalf of FCFD and the security of FCFD's data, the consultants operations must be headquartered in a facility

with:

- secured hardware systems, braced racks and climate controlled zones.
 - Building access monitored by a secured card, motion sensors, video camera surveillance and alarms.
 - smoke detection and fire suppression systems.
 - on-site power reserve with redundant power supplies and back-up generator.
 - national fiber network that reroutes traffic to redundant networks if one system is down.
 - nightly backup tapes are encrypted, placed in a secure lock box and relocated to a secure, remote facility.
8. While FCFD does not mandate the use of any specific technology to achieve the goals set out in the RFP, FCFD requires assurance that the consultant intends to employ systems that are sufficiently advanced and integrated to ensure the ongoing success of the revenue administration program desired. The technology used by the consultant MUST be compatible with Fulton County's automated systems. The consultant is required to describe the automated systems employed to:
- manage hotel/motel and alcohol/wine excise taxes
 - manage business/occupational licensee accounts
 - generate batch mailings to all taxpayers
 - generate automated telephone notification to licensees
 - generate reports to FCFD management as required in this RFP
 - provide secure web access to account data to FCFD management
 - provide secure web access to individual accounts to support licensee self service
 - provide real-time access to complete and current delinquent account data to consultant's license administrators, collectors, auditors and other internal staff to ensure timely and accurate customer service
 - provide batch processing of accounts to 'scrub' or enhance data, support skip-tracing, data-mining multiple databases, etc.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

The project deliverables, if any, are described in Exhibit C - Scope of Work.

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$108,529.00. The detailed costs are provided on the following page:

SECTION 2 – COMPLETED COST PROPOSAL FORMS

Note: the RFP did not contain specific cost forms. The following pricing schedule for the new contract is based on the Scope of Work described in RFP Part 3.3. Actual charges will be based on the application of the quoted unit prices to the actual volume of work performed by RDS and our subcontractor under the contract.

<i>Revenue Administration: Business Occupational License Tax, Hotel/Motel Tax, and Alcohol Excise Tax</i>	<i>Fee</i>
For each business/occupation application mailed (either a renewal or a new license) RDS will charge the County	\$9.95
For each hotel/motel tax or alcohol/wine excise tax transaction processed (monthly or quarterly) RDS will charge the County	\$9.95

<i>Revenue Discovery/Recovery</i>	<i>Fee</i>
No direct cost to the County; RDS will deduct a contingency fee based on a percentage of any current or back tax dollars (up to 3 years) discovered and collected by RDS. This fee will not apply to any additional revenue collected on these accounts in future years.	30%

<i>Compliance Auditing</i>	<i>Fee</i>
For on-site (field) auditing of at-risk taxpayers approved by the County, RDS will charge the County an hourly rate for each audit engagement, inclusive of any and all auditor travel and other out-of-pocket expenses.	\$95.00

<i>Collection Services</i>	<i>Fee</i>
No direct cost to the County; for delinquent taxpayer accounts over 120 days old placed with RDS by the County, RDS will deduct a contingency fee from the amounts collected	30%

Proposed fee schedule valid for 60 days from date of issuance: 7/2/2014.

EXHIBIT F

PURCHASING FORMS

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 102-449 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;

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

- 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 representation 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 Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

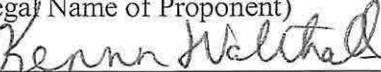
Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

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 30th day of June 2014

PRA Government Services, LLC, d/b/a RDS June 30, 2014

(Legal Name of Proponent) (Date)

 June 30, 2014

(Signature of Authorized Representative) (Date)

Chief Operating Officer & Senior Vice-President

(Title)

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

Form B:
Non-Collusion Affidavit of Bidder/Offeror

**STATE OF GEORGIA
COUNTY OF FULTON**

I, Kennon Walthall, Chief Operating Officer & Senior Vice-President, certify that pursuant to Fulton County Code Section 102-397, 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), PRA Government Services, LLC, d/b/a RDS 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 PRA Government Services, LLC, d/b/a RDS 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.

PRA Government Services, LLC, d/b/a RDS

(COMPANY NAME)

Kennon Walthall
(PRESIDENT/VICE PRESIDENT)

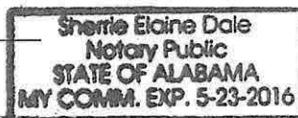
Sworn to and subscribed before me this 30th day of June 2014.

Sherrie Elaine Dale
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: Sherrie Elaine Dale
County: Jefferson

Commission Expires: 5/23/14



IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

Form C:
Certificate of Acceptance of Request for Proposal Requirements

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #toc-1 to #5-19 inclusive, including any addenda # 1 to 1, exhibit(s) # 6 to 9, attachment(s) # to # , and/or appendices # 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 offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror 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 offeror's proposal as non-responsive.

Company: PRA Government Services, LLC, d/b/a RDS

Signature: Kennon Walthall

Name: Kennon Walthall

Title: Chief Operating Officer & Senior Vice President

Date: June 30, 2014

(Affix Corporate Seal)

Form D:
Offeror's Disclosure Form and Questionnaire

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

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

RDS is a wholly owned subsidiary of Portfolio Recovery Associates, Inc. (PRA), a publicly traded (NASDAQ:PRAA), full service provider of outsourced receivables management and related services. The following officers form PRA's Management Team:

- Steve Fredrickson Chairman, President and Chief Executive Officer
- Kevin Stevenson Executive Vice President, Chief Financial and Administrative Officer, Treasurer and Assistant Secretary
- Neal Stern Executive Vice President, Operations
- Laura White Chief Compliance Officer
- Chris Graves Executive Vice President, Core Asset Acquisitions
- Judith Scott Executive Vice President, General Counsel and Corporate Secretary
- Kent McCammon Executive Vice President, Strategy and Business Development
- Michael Petit President, Bankruptcy Services
- Steve Roberts President, Business and Government Services
- Michelle Link Senior Vice President, Human Resources
- Rick Goulart Vice President, Corporate Communications

The business address for these individuals is 120 Corporate Boulevard, Norfolk, Virginia 23502.

PRA Government Services, LLC, dba RDS is under the direction of Steve Robert, President, Business and Government Services.

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

Since acquiring RDS in 2005, PRA has demonstrated its commitment to the government services business by acquiring additional companies, bringing in unique services and regional markets that complement and expand the opportunities available in this sector. In 2008, PRA acquired both MuniServices, LLC, a California-based government services firm with nine of the ten largest cities in California as clients; and Houston-based Broussard Partners & Associates (BPA), a sales/use tax auditing firm specializing in providing tax audit services to local governments. During the past five years, the operations of the three subsidiaries have been integrated, so that services formerly provided uniquely to the government clients of each of the three are now to all clients available on a national basis. This approach has enabled the continued expansion of our shared business into new markets in Arizona, Oklahoma, California, Texas, and other states.

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

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

No RDS employee, agent or representative has had any of the three stated relationships (i., ii., iii.) with Fulton County during the past five years.

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

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.

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

On this 30th day of June 2014

PRA Government Services, LLC, d/b/a RDS June 30, 2014

(Legal Name of Proponent) *John Doe* (Date) *12/31/2023*

June 30, 2014

John Doe June 30, 2014
(Signature of Authorized Representative) (Date)

(Signature of Authorized Representative) (Date)

Chief Operating Officer & Senior Vice-President
(Title)

(Title)

Sworn to and subscribed before me,

This 30th day of June 2014

Notary Public

(Seal)

Sherie Elaine Dale
Notary Public
STATE OF ALABAMA
MY COMM. EXP. 5-23-2016

Form E:
Georgia Security and Immigration Contractor Affidavit and Agreement

**STATE OF GEORGIA
COUNTY OF FULTON**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with PRA Government Services, LLC, d/b/a RDS on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

E-Verify # 109479

EEV/Basic Pilot Program* User Identification Number

Kennon Walthall

BY: Authorized Officer of Agent

PRA Government Services, LLC, d/b/a RDS

Chief Operating Officer & Senior Vice-President

Title of Authorized Officer or Agent of Contractor

Kennon Walthall

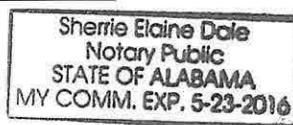
Printed Name of Authorized Officer or Agent

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

Notary Public: Sherrie Elaine Dale

County: Jefferson County, AL

Commission Expires: 5/23/16



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

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

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

Form F:
Georgia Security and Immigration Subcontractor Affidavit

**STATE OF GEORGIA
COUNTY OF FULTON**

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 services¹ under a contract with PRA Government Services, LLC, d/b/a RDS behalf of Fulton County Government has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

222693

EEV/Basic Pilot Program* User Identification Number

Kimberly J. Brown
BY: Authorized Officer or Agent
VK Brown Financial Services

President and CFO

Title of Authorized Officer or Agent of Subcontractor

Kimberly J. Brown

Printed Name of Authorized Officer or Agent

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

Notary Public: Ryan Dacchiali

County: Cobb

Commission Expires: 02/26/2017



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

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

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

Form G:
Georgia Professional License Certification

[Form G is not applicable; no professional license or certification applies to the work to be performed.]

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

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

Form H:
Local Preference Affidavit of Bidder/Offeror

[Form H is not applicable; RDS is not eligible for the local preference.]

STATE OF GEORGIA
COUNTY OF FULTON

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

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

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

_____ (FULTON COUNTY BUSINESS ADDRESS)

_____ (OFFICIAL TITLE OF AFFIANT)

_____ (NAME OF AFFIANT)

_____ (SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public: _____

County: _____

Commission Expires: _____

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

Form I:
Service Disabled Veteran Preference Affidavit of Bidder/Offeror

[Form I is not applicable; RDS is not eligible for the service disabled preference.]

**STATE OF GEORGIA
COUNTY OF FULTON**

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

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

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

_____ (FULTON COUNTY BUSINESS ADDRESS)

_____ (OFFICIAL TITLE OF AFFIANT)

_____ (NAME OF AFFIANT)

_____ (SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public: _____

County: _____

Commission Expires: _____

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

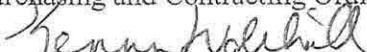
PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

Exhibit A:
Promise of Non-Discrimination

"Know all persons by these presents, that I, Kennon Walthall, Chief Operating Officer & Senior Vice President of PRA Government Services, LLC, d/b/a RDS,

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: 

ADDRESS: 600 Beacon Parkway West, Suite 900, Birmingham AL 35209

TELEPHONE NUMBER: 800-556-7274

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

Exhibit B: Employment Report

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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

The following demographic employment information must be submitted with this quote.

Job Categories	White (Not Hispanic Origin)		African American (Not of Hispanic Origin)		Hispanic or Latino		American Indian or Alaska Native		Asian		Hawaiian or Other Pacific Islander (NHOP)		Two or More Races	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Executive/Senior Level Officials & Managers	1	3												
First/Mid-Level Officials & Managers	15	18	5		1									1
Professionals	25	15	8	2										
Technicians														
Sales Workers	4			1										
Administrative Support Workers	9	2	6	2							1			
Craft Workers														
Operatives														
Laborers & Helpers														
Service Workers	2	1												1
Total	56	39	19	5	1						1			2

FIRM's NAME PRA Government Services, LLC, d/b/a RDS

ADDRESS 600 Beacon Parkway West, Suite 900, Birmingham, AL 35209

TELEPHONE 800-556-7274

EMAIL ADDRESS sprowley@revds.com

Submitted by Steve Rowley, Proposal Manager

Date Completed: 6/27/2014

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

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: PRA Government Services, LLC, d/b/a RDS

ITB/RFP Number: RFP No. 14RFP71726-MT

Project Name or Description of Work/Service(s): Business Occupational Tax Licensing, Revenue Collection and Audit Services

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is not 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: VK Brown Financial Services

ADDRESS: 3261 Dunberry Chase Marietta, GA 30067

PHONE: (770) 953-8281

CONTACTPERSON: Kimberly Brown, President

ETHNIC GROUP*: AABE COUNTY CERTIFIED** attached

WORK TO BE PERFORMED: Local Audit Services

DOLLAR VALUE OF WORK: up to \$25,000 based on hourly billing

PERCENTAGE VALUE: 15% (of Compliance Auditing component)

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACTPERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: _____ \$

PERCENTAGE VALUE: _____

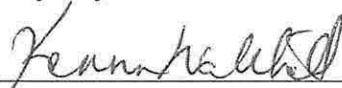
*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NAB E); White Female American (WFBE); **If yes, please attach copy of recent certification.

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

Total Dollar Value of Subcontractor Agreements: (\$)8,550.00 (based on estimated 600 hours of Compliance Auditing)

Total Percentage Value: (%)15% of Compliance Auditing

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

Signature:  Title: Chief Operating Officer & Senior VP

Firm or Corporate Name: PRA Government Services, LLC, d/b/a RDS

Address: 600 Beacon Parkway West, Suite 900, Birmingham, AL 35209

Telephone: 800-556-7274

Fax Number: (205) 423-4099

Email Address: kwalhall@revds.com

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

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: PRA Government Services, LLC, d/b/a RDS
(Name of Prime Contractor Firm)

From:
(Name of Subcontractor Firm)

ITB/RFP Number: 14RFP71726-MT

Project Name: Business Occupational Tax Licensing, Revenue Collection and Audit Services

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
VKBFS will be responsible for developing and researching local audit leads, and managing the scheduling and completion of audits of locally based businesses approved for auditing by the Fulton County Finance Department.	upon award	throughout term of contract	Guaranteed 15% of audit hours billed @ \$95.00 per hour, up to a maximum of \$25,000 per year.

<u>PRA Government Services, LLC, d/b/a RDS</u> (Prime Bidder)	<u>VK Brown Financial Services</u> (Subcontractor)
--	---

Signature	<u>John Welsch</u>	Signature	<u>Kimberly J. Brown</u>
Title	Chief Operating Officer & Senior VP	Title	President & CFO
Date	June 30, 2014	Date	June 30, 2014



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

Fulton County, GA

January 28, 2014

Ms. Kimberly Brown
V. K. Brown Financial Services
3261 Dunberry Chase
Marietta, GA 30067

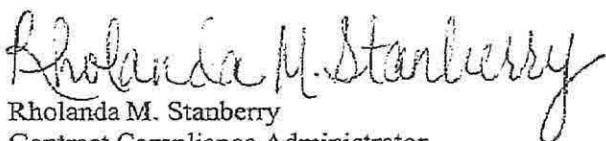
Dear Ms. Brown:

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

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

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

Sincerely,


Rhonda M. Stanberry
Contract Compliance Administrator

/rms

Registration Area(s): Financial Services/Booking/Collections/Training & Business Consulting



130 Peachtree Street, S.W., Suite 1168 • Atlanta, GA 30303 • (404) 612-5800

Winner 2000 - 2009 Achievement of Excellence in
Procurement Award • National Purchasing Institute



Exhibit E:
Declaration Regarding Subcontracting Practices

[Exhibit E is not applicable; RDS does intend to subcontract a portion of the scope of work/services.]

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.

_____ hereby declares that it is my/our intent to
(Bidder)
perform 100% of the work required for _____
(ITB/RFP Number)

(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: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Exhibit F:
Joint Venture Disclosure Affidavit

[Exhibit F is not applicable; RDS does not propose a joint venture approach.]

ITB/RFP No.

Project Name

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?

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

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)

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

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 Manager'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.

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

Exhibit H:
Fulton County First Source Jobs Program

FORM 1

Company Name: PRA Government Services, LLC, d/b/a RDS

Project Number: 14RFP71726-MT

Project Name: Business Occupational Tax Licensing, Revenue Collection and Audit Services

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

[RDS does not expect that any entry level positions will become available as a result of this contract.]

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: Ivan Figueroa

Phone Number: (678) 822-8871

Email Address: IDFigueroa@revds.com

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 7

Insurance and Risk Management Provisions

Business Occupational Tax Licensing, Revenue Collections and Audit Services

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

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

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
4. UMBRELLA LIABILITY	Each Occurrence	\$1,000,000
(In excess of above noted coverages)		
5. PROFESSIONAL LIABILITY	Per Claim/Aggregate	\$1,000,000/\$1,000,000
*Extended Reporting Period 3 Years		
6. CRIME POLICY	Per Occurrence	\$5,000,000
*Fulton County as a Loss Payee on the policy		

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Additional Insured Endorsement must accompany the Certificate of Insurance when forwarding to Fulton County. This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

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

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

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

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

Certificates must list Project Name (where applicable).

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents, from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability arises or results from the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities arising from a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

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

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: PRA Government Services SIGNATURE: Kennon Walthall
NAME: Kennon Walthall TITLE: COO/SVP
DATE: 2/10/15

PRA Government Services, LLC, d/b/a RDS
 Business Occupational Tax Licensing, Revenue Collection and Audit Services

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE: 08/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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 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	CONTACT NAME: Certificate PHONE: (404) 757-456-0577 FAX: (404) 757-456-5299 E-MAIL: certificates@rutherford.com ADDRESS: certificates@rutherford.com
INSURED	INSURER A: Westchester Surplus Lines Insurance INSURER B: Fidelity & Deposit Company of Maryland INSURER C: American Zurich Insurance Company INSURER D: American Guarantee and Liability INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER: 143480576		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 FERTAIN, 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.						
INSURER LINES	TYPE OF INSURANCE	ACCRUAL PERIOD	POLICY NUMBER	POLICY EFF. (MM/DD/YY)	POLICY EXP. (MM/DD/YY)	LIMITS
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPO982903803	10/31/2013	10/31/2014	EACH OCCURRENCE \$1,000,000 LAW SUIT TO RENTED PREMISES EX. INDEMNIFICATION \$300,000 MED EXP. (EX. INDEMNIFICATION) \$10,000 PERSONAL & ADV. INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMMODITY ADD. \$2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS Hired Autos <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP982301103	10/31/2013	10/31/2014	COMBINED SINGLE LIMIT FOR ACCIDENT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per incident) \$ PERSONAL INJURY (Per accident) \$
B	UMBRELLA LIABILITY X EXCESS LIABILITY CLAIMS-MADE	OCCUR	AUC982903903	10/31/2013	10/31/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in MD) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC982903903	10/31/2013	10/31/2014	X. IN STATE - 10TH. STATE - 10TH. E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B A C	Crime/Fidelity Professional (E&O) Valuable Papers		CCP006253308 32167/630610 CPO982903803	10/31/2013 10/31/2013 10/31/2013	10/31/2014 10/31/2014 10/31/2014	\$5,000,000 Limit \$3,000,000 Limit \$250,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 181, Additional Remarks Schedule, if more space is required)						\$25,000 Deduct
Per the cancellation wording listed on this form, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.						
Professional (E&O) Excess liability coverage with Landmark American Insurance for \$3,000,000 limit of insurance effective 10/31/2013 - 10/31/2014 is applicable						
Privacy and Network Liability Insurance coverage with ACE Insurance for \$5,000,000 limit of insurance effective 10/31/2013 to 10/31/2014 is applicable.						
See Attached..						

CERTIFICATE HOLDER

CANCELLATION

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

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

Business License

Copies of RDS' (PRA Government Services LLC dba RDS) certificate of authority to transact business in the state of Georgia, and of our business license issued by our home jurisdiction (Jefferson County, AL, under the dba MuniServices, LLC) are attached.



Brian P. Kemp
Secretary of State

STATE OF GEORGIA
2014 Corporation Annual Registration

Secretary of State
Control No. 0547209
Date Filed: 3/26/2014 11:59:19 AM

OFFICE OF THE SECRETARY OF STATE
Annual Registration Filing
P.O. Box 33058
Columbus, Georgia 31903-3058

Information on record as of: 11:59:19 AM

Entity Control No. 0547209 Amount Due: \$50.00 Amount Due AFTER June 1, 2014: \$75.00

PRA GOVERNMENT SERVICES, LLC
120 Corporate Blvd.
Norfolk, Virginia 23502

Each business entity registered or filed with the Office of Secretary of State is required to file an annual registration. Amount due for this entry is indicated above and below on the registration form. Annual fee is \$50. If amount is more than \$50, the total reflects amount(s) due from previous year(s) and any applicable late fee(s). Renew by April 1, 2013. Your Annual Registration must be postmarked by June 1, 2014. If your registration and payment are not postmarked by June 1, 2014, you will be assessed a \$25.00 late filing penalty fee.

For faster processing, we invite you to file your Annual Registration online with a credit card at www.ots.state.gov/corporations. The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual Registrations not processed online require payment with a check, certified bank check or money order. We cannot accept cash for payment.

You may mail your registration in by enclosing the bottom portion of this remittance with a check or money order payable to "Secretary of State". All checks must be pre-printed with a complete address in order to be accepted by our offices for your filing. Absolutely, no counter or cashier checks will be accepted. Failure to adhere to these guidelines will delay or possibly reject your filing. Checks that are dishonored by your bank are subject to a \$30.00 NSF charge. Failure to honor your payment could result in a civil suit filed against you and/or your entity may be Administratively Dissolved by the Secretary of State. [See O.C.G.A. § 13-6-13 and Title 14, respectively.]

Officer, address and Agent information currently of record is listed below. Please verify "copy of registered office." If correct and complete, detach bottom portion, sign, and return with payment. If, after changes are needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer, and Secretary of the corporation.

Note: Registered Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Boxes may be used for principal office and officers' addresses.

Any person authorized by the entity to do so may sign and file registration (including online filing). Additionally, a person who signs a document infers an electronic filing has or has known it false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-1-129.]

Please return ONLY the original form below and applicable fee(s). For more information on Annual Registrations or to file online, visit <http://www.ots.state.gov/corporations>. Or, call 404-596-2817.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
PRA GOVERNMENT SERVICES, LLC	120 CORPORATE BLVD., STE. 100	NORFOLK	VA	23502

THE ABOVE INFORMATION HAS BEEN UPDATED TO:

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
PRA GOVERNMENT SERVICES, LLC	120 Corporate Blvd.	Norfolk	Virginia	23502

AGT: Corporation Service Company	40 Technology Parkway South, #300	Norcross	Georgia	30092
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED MAIL/RECORDED DELIVERY	COUNTY OF REGISTERED OFFICE	Georgia County	
AUTHORIZED SIGNATURE: Steve Roberts		Date: 3/26/2014 11:59:19 AM	Total Due:	
Title/Officer		Email: annualreports@scsinfo.com		\$50.00

00301 2014 Corporation Annual Registration

144 054720927 0050009 PRA GOVERNMENT SERVICES 201406013 0075000

PRA Government Services, LLC, d/b/a RDS
Business Occupational Tax Licensing, Revenue Collection and Audit Services

JEFFERSON COUNTY, ALABAMA LICENSE

2013-2014

ACCOUNT NO. 133259001	THIS LICENSE EXPIRES SEPTEMBER 30, 2014	LICENSE NO. 14016762
ISSUED TO: MUNI SERVICES LLC 120 CORPORATE BLVD STE #100 NORFOLK VA 23502		ISSUE DATE October 20, 2013
BUSINESS LOCATION: MUNI SERVICES LLC 2317 3RD AVE N STE #200 BIRMINGHAM AL 35233		

THE ENTITY INDICATED ABOVE, HAVING PAID THE REQUIRED LICENSE TAX TO THE DIRECTOR OF REVENUE OF JEFFERSON COUNTY, IS HEREBY ISSUED THIS LICENSE, UNDER JEFFERSON COUNTY ORDINANCE NO. 1801:

SCHEDULE NO.	CLASS OF LICENSE
JCBL	COUNTY BUSINESS LICENSE

Licenses paid by check are void if check not honored upon first presentation to the bank.

DATE _____	TRANSFER OF LICENSE
EVIDENCE HAVING BEEN PRESENTED TO ME THAT A BONA FIDE SALE OF THE BUSINESS LICENSED BY THIS CERTIFICATE HAS BEEN MADE. THIS LICENSE IS TRANSFERRED FOR THE UNEXPIRED PERIOD TO:	
PURCHASER DIRECTOR OF REV.	1312040032 10:10:32 TRAVIS A. HULSEY, DIRECTOR

RENEW LICENSE
OCTOBER 1ST THROUGH OCTOBER 31ST

LIC23T01V01