



## FULTON COUNTY

***Vision***

*People 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**

**14ITB93889B-TR**

**AUTOMOBILE REPAIR SERVICES-SOUTH FULTON**

**For**

**POLICE DEPARTMENT**

## *Index of Articles*

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF SERVICES</u>
ARTICLE 5.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 6.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 7.	<u>SCHEDULE OF WORK</u>
ARTICLE 8.	<u>CONTRACT TERM</u>
ARTICLE 9.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
ARTICLE 10.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 11.	<u>SUSPENSION OF WORK</u>
ARTICLE 12.	<u>DISPUTES</u>
ARTICLE 13.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 14.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 15.	<u>WAIVER OF BREACH</u>
ARTICLE 16.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 17.	<u>RESPONSIBILITY OF CONTRACTOR</u>
ARTICLE 18.	<u>INDEMNIFICATION</u>
ARTICLE 19.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 20.	<u>INSURANCE</u>
ARTICLE 21.	<u>PROHIBITED INTEREST</u>
ARTICLE 22.	<u>SUBCONTRACTING</u>
ARTICLE 23.	<u>ASSIGNABILITY</u>
ARTICLE 24.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 25.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 26.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 27.	<u>VERBAL AGREEMENT</u>
ARTICLE 28.	<u>NOTICES</u>
ARTICLE 29.	<u>JURISDICTION</u>
ARTICLE 30.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 31.	<u>FORCE MAJEURE</u>
ARTICLE 32.	<u>OPEN RECORDS ACT</u>
ARTICLE 33.	<u>CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 34.	<u>INVOICING AND PAYMENT</u>
ARTICLE 35.	<u>TAXES</u>
ARTICLE 36.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 37.	<u>NON-APPROPRIATION</u>
ARTICLE 38.	<u>WAGE CLAUSE</u>

# CONTRACT AGREEMENT

Contractor: **MOON'S SERVICE CENTER**

Contract No.: **14ITB93889B-TR AUTOMOBILE REPAIR SERVICES-SOUTH FULTON**

Address: **6981 Mableton Parkway; Suite 103**  
City, State: **Mableton, Georgia 30126**

Telephone: **(770) 944-1029**

Email: **mel@moonsservicecenter.com**

Contact: **Ed Moon**  
**Owner**

This Agreement made and entered into effective the 1st day of January, 2015 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **MOON'S SERVICE CENTER** to provide professional consulting services in Georgia, hereinafter referred to as "**Contractor**".

## **WITNESSETH**

WHEREAS, County through its Police Department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide replacement parts, maintenance service (scheduled), repairs and labor for police department vehicles, hereinafter, referred to as the "**Project**".

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

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

### **ARTICLE 1. CONTRACT DOCUMENTS**

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

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

- IV. Exhibit B: Scope of Work
- V. Exhibit C: Compensation;
- VI. Exhibit D: Purchasing Forms;
- VII. Exhibit E: Contract Compliance Forms;
- VIII. Exhibit F: Insurance and Risk Management Form;
- IX. Exhibit G: Payment & Performance Bonds (if applicable)

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

The Agreement was approved by the Fulton County Board of Commissioners on **Wednesday, October 15, 2014 BOC Approval No. 14-0858.**

## **ARTICLE 2. SEVERABILITY**

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

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

County and Contractor agree the Project is to provide replacement parts, maintenance service (scheduled), repairs and labor for police department vehicles. 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 SERVICES**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit B, Scope of Services.



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

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

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

## **ARTICLE 6. MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

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

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

## **ARTICLE 8. CONTRACT TERM**

The initial contract term is for a period of twelve (12) months. Fulton County reserves the right to renew this contract for two (2) additional twelve (12) month periods, pending availability of departmental appropriated funding, as well as contractor compliance with County rules and policies. Option year price increases shall not exceed the consumer price index (CPI) as published by the Bureau of Labor Statistics of the U.S. Department of Labor with particular reference to the average shown on such index for "all items" for the Atlanta

Metropolitan area.

#### ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed \$300,000, which is full payment for a complete scope of services.

#### ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

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

#### ARTICLE 11. SUSPENSION OF WORK

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

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

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

## ARTICLE 12. DISPUTES

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

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit B, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

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

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

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

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

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

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

#### **ARTICLE 16. INDEPENDENT CONTRACTOR**

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

## ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

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

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

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

## ARTICLE 18. INDEMNIFICATION

Contractor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

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



These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

#### ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

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

#### ARTICLE 20. INSURANCE

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

#### ARTICLE 21. PROHIBITED INTEREST

##### Section 21.01 Conflict of interest:

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

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

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

#### ARTICLE 22. SUBCONTRACTING

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

### **ARTICLE 23. ASSIGNABILITY**

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

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

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

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

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

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



## ARTICLE 26. ACCOUNTING SYSTEM

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

## ARTICLE 27. VERBAL AGREEMENT

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

## ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

Fulton County Police Department  
5440 Fulton Industrial Boulevard  
Atlanta, Georgia 30336  
Telephone: (404) 613-5712  
Facsimile: (404) 893-1686  
Attention: Assistant Chief of Police Gary Stiles

### **With a copy to:**

Fulton County Department of Purchasing & Contract Compliance  
Purchasing Director  
130 Peachtree Street, Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Facsimile: (404) 893-6273  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Ed Moon  
6981 Mableton Parkway; Suite 103  
Mableton, Georgia 30126

Telephone: (770) 944-1029  
Facsimile: (770) 944-3875  
Attention: Ed Moon

#### ARTICLE 29. JURISDICTION

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

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

#### ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

#### ARTICLE 31. FORCE MAJEURE

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

## ARTICLE 32. OPEN RECORDS ACT

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

## ARTICLE 33. CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

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

## ARTICLE 34. INVOICING AND PAYMENT

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

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not

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

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

Fulton County Police Department  
5440 Fulton Industrial Blvd  
Atlanta, Georgia 30303  
Telephone: (404) 613-5714  
Email: [brian.casal@fultoncountyga.gov](mailto:brian.casal@fultoncountyga.gov)  
Attention: Captain Brian Casal

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

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

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

**Acceptance of Payments by Contractor; Release:** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its

receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 35. TAXES

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

#### ARTICLE 36. PERMITS, LICENSES AND BONDS

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

#### ARTICLE 37. NON-APPROPRIATION

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

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

#### ARTICLE 38. **WAGE CLAUSE**

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



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

OWNER:

FULTON COUNTY, GEORGIA

*J.H.E.*

John H. Eaves, Commission Chair  
Board of Commissioners

ATTEST:

*Mark Massey*  
Mark Massey  
Clerk to the Commission (Seal)



APPROVED AS TO FORM:

*Melissa J. Pruitt*  
Office of the County Attorney

APPROVED AS TO CONTENT:

*Cassandra A. Jones*  
Cassandra A. Jones  
Chief of Police

CONTRACTOR:

MOON'S SERVICE CENTER,  
INC.

*Ed Moon*

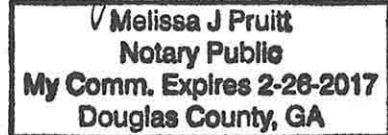
Ed Moon  
Owner

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

*Melissa J. Pruitt*



ITEM # 14-0858 RCS 10/15/2014  
RECESS MEETING



# **ADDENDA**

ACKNOWLEDGEMENT OF ADDENDUM No. 1

The undersigned bidder acknowledges receipt of this addendum by returning one (1) copy of this form with the bid package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the ITB due date and time Tuesday, August 12, 2014 at 11:00 A.M.

This is to acknowledge receipt of Addendum No. 1, 12<sup>th</sup> day of Aug, 2014.

Eddie Moon  
Legal Name of Bidder

Eddie Moon  
Signature of Authorized Representative

Owner  
Title

# **EXHIBIT A GENERAL CONDITIONS**

## **BID GENERAL CONDITIONS**

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

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

# **EXHIBIT B**

## **SCOPE OF WORK**

### SECTION 3 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Fulton County Purchasing Department is soliciting bids from qualified firms to provide replacement parts, maintenance service (scheduled), repairs and labor for the Fulton County Police Department vehicles on a contractual "as, if and/or when requested" basis from date of award through December 31, 2015.

#### GENERAL REQUIREMENTS:

1. Bidder shall provide priority service to police vehicles over other Cylinder customers.
2. Except where noted otherwise, all parts and supplies shall be new and shall be Original Equipment Manufacturer (OEM) or meet vehicle manufacturer specifications.
3. The successful bidder shall submit a complete estimate to include parts and labor prior to performing any work.

#### Hours of Operation

Bidder shall indicate hours of operation for the following days of the week:

Monday through Friday: 8:00 A.M. to 6:00 P.M.

Saturday: As needed A.M. to As needed P.M.

Sunday (if applicable): n/a A.M. to n/a P.M.

#### Labor Charge

Bidder shall indicate hourly labor rates for the following:

Monday through Friday, normal business hours: \$ 63.50 hr.

Monday through Friday, after hours: \$ 63.50 hr.

Saturday, normal business hours: \$ 63.50 hr.

Saturday, after hours: \$ 63.50 hr.

Sunday (if applicable): \$ N/A hr. <sup>EM</sup>

#### Discount

Parts and service items will be provided at the following percentage discount from retail price schedule: 20 %



**Capacity**

Bidder **shall** have a minimum of two (2) service bays available for police vehicles.

**Location**

Successful bidder **shall** have facilities within 25 miles of each precinct listed below:

- A) Fulton County Airport  
3952 Aviation Circle NW, Suite 200  
Atlanta, GA 30336
- B) Old National Precinct  
5549 Old National Hwy.,  
College Park GA 30349
- C) HQ South Service Center  
5440 Fulton Industrial Blvd.  
Atlanta, GA 30336

**Pick up & Drop off Service** - Informational Purposes Only

Does vendor provide pick up and/or drop off of vehicles at the precincts listed above?

Yes / No

Yes

Any award made as a result of this bid will be effective from date of contract approval through December 31, 2015. Fulton County reserves the right to renew this contract for two (2) additional twelve (12) month renewal period (2017), pending availability of departmental appropriated funding, contractor compliance with county rules/policies, contract terms/conditions, and satisfactory contractor performance. Option year price increases **shall** not exceed the consumer price index (CPI) as published by the Bureau of Labor Statistics of the U.S. Department of Labor with particular reference to the average shown on such index for "all items" for the Atlanta Metropolitan area.

**Parts/Labor pricing:** The bidder is required to submit along with the bid, the most current available price list - *SEE APPENDIX A*. All parts will be reimbursed in accordance with the most current price list made available to Fulton County. The following is a list of parts/service that may be required during the contract period. Bidder (s) **shall** submit pricing for these items. (This list is a representative sample and is not conclusive).

### REPAIRS/ SERVICES/ PARTS

Service rendered, and parts and /or supplies provided will be for the vehicles listed below. In addition to the vehicles listed, the police department operates a limited number of additional vehicles that will be covered by this contract including but not limited to: passenger cars other than pursuit vehicles, vans, pickup trucks and sport utility vehicles.

YR	MAKE	MODEL	#
2014	Ford	Explorer	4
2014	Chevrolet	Tahoe	1
2014	Ford	Escape	1
2014	Ford	F150	10
2013	Ford	Taurus	22
2013	Ford	F250 Diesel	1
2013	Chevrolet	Tahoe	12
2013	Chevrolet	Suburban	3
2012	Ford	Taurus	1
2011	Ford	Expedition	1
2011	Ford	Crown Victoria	13
2010	Ford	Ranger	5
2010	Ford	Expedition	2
"	Chevrolet	Impala	5
"	Ford	Crown Victoria	10
2008	Ford	Crown Victoria	12
2006	Chevrolet	Tahoe	12
"	Ford	Crown Victoria	22
"	Ford	F250	2
"	Chevrolet	Suburban	2
"	Ford	Taurus	7
2005	Chevrolet	Suburban	1
"	Chevrolet	Tahoe	1
"	Ford	Crown Victoria	32
"	Ford	Taurus	5
2003	Dodge	Intrepid	1
"	Chevrolet	Silverado	1
"	Chevrolet	Tahoe	3
"	Ford	Crown Victoria	4
2002	Chevrolet	Impala	1

1. Alternator, patrol vehicles - 180 amp minimum
2. Alternator, all other vehicles-highest amperage available

440<sup>00</sup>  
290<sup>00</sup>

**Brake Services consists of the following:**

- A) Replace pads, turn rotors and labor:
- B) Replace pads, replace rotors and labor:
- C) Replace pads, replace rotors, replace calipers and labor:
- D) Replace pads

3. Brake Service - Front Wheels: 2012-2013 Ford Taurus Interceptor: 129.<sup>00</sup>
4. Brake Service - Rear Wheels: 2012-2013 Ford Taurus Interceptor: 129.<sup>00</sup>
5. Brake Service - Front Wheels: 2013 Chevrolet Tahoe: 165<sup>00</sup>
6. Brake Service - Rear Wheels: 2013 Chevrolet Tahoe: 175<sup>00</sup>
7. Brake Service - Front Wheels: 2005-2010 Ford Crown Vic: 167<sup>00</sup>
8. Brake Service - Rear Wheels: 2005-2010 Ford Crown Vic: 153<sup>00</sup>
9. Brake Service - Front Wheels: 2003-2004 Ford Crown Vic: 155<sup>00</sup>
10. Brake Service - Rear Wheels: 2003-2004 Ford Crown Vic: 145.<sup>00</sup>
11. Brake Service - Front Wheels: 1998-2002 Ford Crown Vic: 129.<sup>00</sup>
12. Brake Service - Rear Wheels: 1998-2002 Ford Crown Vic: 129.<sup>00</sup>
13. Brake Service - Front Wheels: 2014 Ford Taurus Interceptor: 129.<sup>00</sup>
14. Brake Service - Rear Wheels: 2003 Dodge Intrepid: 161<sup>00</sup>
15. Brake Service- Front Wheels: 2010 Chevrolet Impala: 139<sup>00</sup>

16.	Brake Service- Rear Wheels:	2010 Chevrolet Impala	139. <sup>00</sup>
17.	Brake Service- Front Wheels:	All other vehicles	129. <sup>00</sup>
18.	Brake Service - Rear Wheels:	All other vehicles	129. <sup>00</sup>
19.	Oil Change, 10W-30, five (5) quarts and filter (Time required) <u>30 min</u> 10W-30 oil, per quart		23.95 2.35
20.	Oil Change, 10W-40, five (5) quarts and filter (Time required) <u>30 min</u> 10W-40 oil, per quart		25.95 2.70
21.	Oil Change, 5W-30, five (5) quarts and filter (Time required) <u>30 min</u> 5W-30 oil, per quart		23.95 2.35
22.	Oil Change, 5W-20, five (5) quarts and filter (Time required) <u>30 min</u> 5W-20 oil, per quart		23.95 2.35
23.	Oil Change, 20W-50, five (5) quarts and filter (Time required) <u>30 min</u> 20W-50 oil, per quart		27.95 3.21
24.	Rotate and balance, 4 wheels		45.00
25.	Lube (Time required) <u>5 min</u>		N.C.
26.	Tune - Up (8 Cylinder) (6 Cylinder) (4 Cylinder) (A tune up consists of spark plugs, air filter, and fuel filter.)		300. <sup>00</sup> 250. <sup>00</sup> 150. <sup>00</sup>
27.	Tire service Rotate and balance, 4 wheels Mount and balance tire, replace valve stem		45. <sup>00</sup> 17.50
28.	Wheel Alignment Two (2) wheels Four (4) wheels		74.95 89.00
29.	Battery (850 CCA, high output), installed		132.00
30.	Radiator Service Flush System and New Coolant		39.90

- |     |   |  |
|-----|---|--|
| 31. | <b>Radiator Replacement</b><br>Remove old radiator and install remanufactured replacement<br>Parts and labor<br>Warranty period for remanufactured radiator | 345. <sup>00</sup><br><u>144.</u>  |
| 32. | <b>Transmission</b><br>Transmission Service w/Filter<br>Flush transmission system   | 112. <sup>00</sup><br><u>139.<sup>00</sup></u>   |
| 33. | <b>Remanufactured Engine</b><br>Remove engine and install remanufactured replacement<br>Parts and labor<br>Warranty period for remanufactured engine        | 2850. <sup>00</sup><br><u>144.</u>   |
| 34. | <b>Engine exchange</b><br>Remove engine from vehicle "A"<br>Remove engine from vehicle "B" and install in vehicle "A"<br>Labor                              | 1050. <sup>00</sup>  |
| 35. | <b>Water pump replacement</b><br>Remove water pump and install replacement<br>Parts and labor<br>Warranty period for water pump                             | 260. <sup>00</sup><br><u>144.</u>  |
| 36. | <b>Intake replacement</b><br>Remove intake and install replacement Parts and labor<br>Warranty period for replacement intake                                | 550. <sup>00</sup><br><u>144.</u>  |
| 37. | <b>Exhaust system</b><br>Replace tail pipe- parts and labor<br>Replace muffler- parts and labor<br>Replace catalytic converter- parts and labor             | 100. <sup>00</sup><br><u>150.<sup>00</sup></u><br><u>350.<sup>00</sup></u><br><u>185.<sup>00</sup></u> |
| 38. | <b>Coil pack, installed-parts and labor</b>   | 103. <sup>00</sup>   |
| 39. | <b>Ignition coil, installed-parts and labor</b>   |  |
| 40. | <b>Air conditioning compressor</b><br>AC compressor installed w/ refrigerant  | 550. <sup>00</sup>   |

# **EXHIBIT C COMPENSATION**

BID FORM

Submitted To: Fulton County Government

Submitted By: Ed Moon - Moons Service Center

For: 14ITB93889B-TR Automobile Repair Services-South Fulton

Submitted on Aug. 12, 2014

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

The Bidder further declares that he has examined the Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

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

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

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

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

\$ 46,087

(Dollar Amount in Numbers)

Forty Six Thousand + Eighty Seven Dollars

(Dollar Amount in Words)

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



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

#### **BASE BID AMOUNT**

To compute the Base Bid Amount, vendor will use the quantities of services and parts in the table below. The services, parts and quantities are based on the previous year and are used to aid vendors. Actual services, parts and quantities will be provided based on operational needs of the department over the term of the contract.

YR	MAKE	MODEL	#
2014	Ford	Explorer	4
2014	Chevrolet	Tahoe	1
2014	Ford	Escape	1
2014	Ford	F150	10
2013	Ford	Taurus	22
2013	Ford	F250 Diesel	1
2013	Chevrolet	Tahoe	12
2013	Chevrolet	Suburban	3
2012	Ford	Taurus	1
2011	Ford	Expedition	1
2011	Ford	Crown Victoria	13
2010	Ford	Ranger	5
2010	Ford	Expedition	2
"	Chevrolet	Impala	5
"	Ford	Crown Victoria	10
2008	Ford	Crown Victoria	12
2006	Chevrolet	Tahoe	12
"	Ford	Crown Victoria	22
"	Ford	F250	2
"	Chevrolet	Suburban	2
"	Ford	Taurus	7
2005	Chevrolet	Suburban	1
"	Chevrolet	Tahoe	1
"	Ford	Crown Victoria	32
"	Ford	Taurus	5
2003	Dodge	Intrepid	1
"	Chevrolet	Silverado	1
"	Chevrolet	Tahoe	3
"	Ford	Crown Victoria	4
2002	Chevrolet	Impala	1

YR	MAKE	MODEL	Units	A/C	Align	Altn.	Batt	Brake Svcs.	Coil	Eng	Exh	Ignl	Intke	Lube	Oil Svcs.	Rad	Tire Rotate	Trans	Tune-UpS	Water Pump	TOTAL
2014	Chevrolet	Tahoe	1																		0
2013	Chevrolet	Tahoe	12					✓													0
2013	Chevrolet	Suburban	3					✓													0
2010	Chevrolet	Impala	5					✓													0
2006	Chevrolet	Tahoe	12																		0
2006	Chevrolet	Suburban	2																		0
2005	Chevrolet	Suburban	1																		0
2005	Chevrolet	Tahoe	1																		0
2003	Chevrolet	Silverado	1																		0
2003	Chevrolet	Tahoe	3																		0
2002	Chevrolet	Impala	1																		0
TOTAL CHEVROLETS			42																		0
2003	Dodge	Intrepid	1					✓													0
TOTAL DODGES			1																		0
2014	Ford	Explorer	4																		0
2014	Ford	Escape	1																		0
2014	Ford	F150	10																		0
2013	Ford	Taurus	22					✓													0
2013	Ford	F250 Diesel	1					✓													0
2012	Ford	Taurus	1					✓													0
2011	Ford	Expedition	1																		0
2011	Ford	Crown Victoria	13																		0
2010	Ford	Ranger	5																		0
2010	Ford	Expedition	2																		0
2010	Ford	Crown Victoria	10					✓													0
2008	Ford	Crown Victoria	12					✓													0
2006	Ford	Crown Victoria	22					✓													0
2006	Ford	F250	2																		0
2006	Ford	Taurus	7																		0
2005	Ford	Crown Victoria	32					✓													0
2005	Ford	Taurus	5																		0
2003	Ford	Crown Victoria	4					✓													0
TOTAL FORDS			154																		0
TOTAL ALL UNITS			197																		=

Denotes Vehicle Under Warranty

1. Alternator, patrol vehicles - 180 amp minimum
2. Alternator, all other vehicles-highest amperage available

\$ 440<sup>00</sup>  
\$ 290<sup>00</sup>

**Brake Services consists of the following:**

- A) Replace pads, turn rotors and labor:
- B) Replace pads, replace rotors and labor:
- C) Replace pads, replace rotors, replace calipers and labor:
- D) Replace pads

3. Brake Service - Front Wheels: 2012-2013 Ford Taurus Interceptor:

$23 \times 129 = 2967$ <sup>00</sup>  
A): \$ 129<sup>00</sup>  
B): \$ 284<sup>00</sup>  
C): \$ 390<sup>00</sup>  
D): \$ 95<sup>00</sup>

4. Brake Service - Rear Wheels: 2012-2013 Ford Taurus Interceptor:

$23 \times 129 = 2967$ <sup>00</sup>  
A): \$ 129<sup>00</sup>  
B): \$ 289<sup>00</sup>  
C): \$ 431<sup>00</sup>  
D): \$ 95<sup>00</sup>

5. Brake Service - Front Wheels: 2013 Chevrolet Tahoe:

$12 \times 165 = 1980$   
A): \$ 165<sup>00</sup>  
B): \$ 296<sup>00</sup>  
C): \$ 503<sup>00</sup>  
D): \$ 127<sup>00</sup>

6. Brake Service - Rear Wheels: 2013 Chevrolet Tahoe:

$12 \times 175 = 2100$   
A): \$ 175<sup>00</sup>  
B): \$ 309<sup>00</sup>  
C): \$ 490<sup>00</sup>  
D): \$ 119<sup>00</sup>

7. Brake Service - Front Wheels: 2005-2010 Ford Crown Vic:

$76 \times 167 = 12692$   
A): \$ 167<sup>00</sup>  
B): \$ 286<sup>00</sup>  
C): \$ 493<sup>00</sup>  
D): \$ 137<sup>00</sup>

8. Brake Service - Rear Wheels: 2005-2010 Ford Crown Vic

$76 \times 153 = 11628$   
A): \$ 153<sup>00</sup>  
B): \$ 286<sup>00</sup>  
C): \$ 460<sup>00</sup>  
D): \$ 119<sup>00</sup>

9. Brake Service - Front Wheels: 2003-2004 Ford Crown Vic

$4 \times 155 = 620$   
A): \$ 155<sup>00</sup>  
B): \$ 271<sup>00</sup>  
C): \$ 410<sup>00</sup>  
D): \$ 119<sup>00</sup>

10. Brake Service - Rear Wheels: 2003-2004 Ford Crown Vic

$$4 \times 145 = 580$$

A): \$ 145<sup>00</sup>  
B): \$ 267<sup>00</sup>  
C): \$ 412<sup>00</sup>  
D): \$ 119<sup>00</sup>

11. Brake Service - Front Wheels: 1998-2002 Ford Crown Vic

1

A): \$ 129<sup>00</sup>  
B): \$ 276<sup>00</sup>  
C): \$ 383<sup>00</sup>  
D): \$ 95<sup>00</sup>

12. Brake Service - Rear Wheels: 1998-2002 Ford Crown Vic

1

A): \$ 129<sup>00</sup>  
B): \$ 276<sup>00</sup>  
C): \$ 383<sup>00</sup>  
D): \$ 95<sup>00</sup>

13. Brake Service - Front Wheels: 2014 Ford Taurus Interceptor

1

A): \$ 129<sup>00</sup>  
B): \$ 284<sup>00</sup>  
C): \$ 390<sup>00</sup>  
D): \$ 95<sup>00</sup>

14. Brake Service - Rear Wheels: 2003 Dodge Intrepid

$$1 \times 161 = 161$$

A): \$ 161<sup>00</sup>  
B): \$ 322<sup>00</sup>  
C): \$ 465<sup>00</sup>  
D): \$ 116<sup>00</sup>

15. Brake Service- Front Wheels: 2010 Chevrolet Impala

$$5 \times 139 = 695$$

A): \$ 139<sup>00</sup>  
B): \$ 296<sup>00</sup>  
C): \$ 380<sup>00</sup>  
D): \$ 105<sup>00</sup>

16. Brake Service- Rear Wheels: 2010 Chevrolet Impala

$$5 \times 139 = 695$$

A): \$ 139<sup>00</sup>  
B): \$ 279<sup>00</sup>  
C): \$ 360<sup>00</sup>  
D): \$ 105<sup>00</sup>

17. Brake Service- Front Wheels: All other vehicles

129<sup>00</sup>

A): \$ 129<sup>00</sup>  
B): \$ 262<sup>00</sup>  
C): \$ 355<sup>00</sup>  
D): \$ 95<sup>00</sup>

18. Brake Service - Rear Wheels: All other vehicles

129<sup>00</sup>

A): \$ 129<sup>00</sup>  
B): \$ 262<sup>00</sup>

C): \$ 355.00  
D): \$ 95.00

19. Oil Change, 10W-30, five (5) quarts and filter  
(Time required) 30 min  
10W-30 oil, per quart \$ 23.95  
\$ 2.35
20. Oil Change, 10W-40, five (5) quarts and filter  
(Time required) 30 min  
10W-40 oil, per quart \$ 25.95  
\$ 2.70
21. Oil Change, 5W-30, five (5) quarts and filter  
(Time required) 30 min  
5W-30 oil, per quart \$ 23.95  
\$ 2.35
22. Oil Change, 5W-20, five (5) quarts and filter  
(Time required) 30 min  
5W-20 oil, per quart \$ 23.95  
\$ 2.35
23. Oil Change, 20W-50, five (5) quarts and filter  
(Time required) 30 min  
20W-50 oil, per quart \$ 27.95  
\$ 3.21
24. Rotate and balance, 4 wheels \$ 45.00
25. Lube 5 min  
(Time required) N.C., E.M. \$ N.C.
26. Tune - Up (8 Cylinder) \$ 300.00  
(6 Cylinder) \$ 250.00  
(4 Cylinder) \$ 150.00  
(A tune up consists of spark plugs, air filter, and fuel filter.)
27. Tire service  
Rotate and balance, 4 wheels \$ 45.00  
Mount and balance tire, replace valve stem \$ 17.50
28. Wheel Alignment  
Two (2) wheels \$ 74.95  
Four (4) wheels \$ 89.00
29. Battery (850 CCA, high output), installed \$ 132.00
30. Radiator Service  
Flush System and New Coolant \$ 39.90
31. Radiator Replacement  
Remove old radiator and install remanufactured replacement  
Parts and labor \$ 345.00  
Warranty period for remanufactured radiator 1 yr.

32. **Transmission**  
Transmission Service w/Filter  
Flush transmission system  
\$ 112.00  
\$ 139.00
33. **Remanufactured Engine**  
Remove engine and install remanufactured replacement  
Parts and labor  
Warranty period for remanufactured engine  
\$ 2850.00  
1 yr.
34. **Engine exchange**  
Remove engine from vehicle "A"  
Remove engine from vehicle "B" and install in vehicle "A"  
Labor  
\$ 1050.00
35. **Water pump replacement**  
Remove water pump and install replacement  
Parts and labor  
Warranty period for water pump  
\$ 260.00  
1 yr.
36. **Intake replacement**  
Remove intake and install replacement Parts and labor  
Warranty period for replacement intake  
\$ 550.00  
1 yr.
37. **Exhaust system**  
Replace tail pipe- parts and labor  
Replace muffler- parts and labor  
Replace catalytic converter- parts and labor  
\$ 100.00  
\$ 150.00  
\$ 350.00
38. **Coil pack, installed-parts and labor**  
\$ 185.00
39. **Ignition coil, installed-parts and labor**  
\$ 103.00
40. **Air conditioning compressor**  
AC compressor installed w/ refrigerant  
\$ 550.00

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

ADDENDUM #	<u>No 1</u>	DATED	<u>Aug 12, 2014</u>
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: Ed Moon

Signed by: Ed Moon  
[Type or Print Name]

Title: Owner

Business Address: 6981 Mableton Parkway  
Suite 103  
Mableton Ga. 30126

Business Phone: 770-944-1029

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

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

Name	Address
Ed Moon	6981 Mabury Parkway

END OF SECTION



## **EXHIBIT D PURCHASING FORMS**

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, Ed Moon, Moon's Service Center 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), Ed Moon, Moon's Service Center 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 46,087 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.

Moon's Service Center  
(COMPANY NAME)

President, Ed Moon  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this 12<sup>th</sup> day of August, 2014

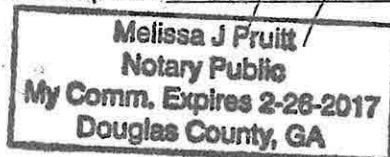
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: Melissa J. Pruitt

County: Douglas

Commission Expires: 2/28/14



**NOTE:**

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.

**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL  
REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # 1 to # 18 inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, 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: Moon's Service Center  
Signature: Ed Moon  
Name: Ed Moon  
Title: Owner  
Date: 8-10-14

(Corporate Seal)

**FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION**

Contractor's Name: \_\_\_\_\_

n/a.

General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

n/a

Date: \_\_\_\_\_

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: Moon's Service Center

Performing work as: Prime Contractor ☒ Sub-Contractor ☐

Professional License Type: Auto Repair Shop (Business)

Professional License Number: 4856

Expiration Date of License: 12-31-2014

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

Signed: Cal Moon

Date: Aug 12, 2014

(ATTACH COPY OF LICENSE)



## FORM D: 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 any time 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;

- (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.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) 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.

[SIGNATURES ON NEXT PAGE]

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

On this 17<sup>th</sup> day of August, 2014

Moon's Service Center 8-11-14  
(Legal Name of Offeror) (Date)

Gd Munn  
(Signature of Authorized Representative) (Date)

Owner  
(Title)

**FORM E: 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.

Ed Moon, owner, 100% ownership

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.

Automotive repair and service

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

None

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One: YES

NO

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

Circle One:

YES

NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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 12<sup>th</sup> day of August, 2014

Moon's Service Center  
(Legal Name of Proponent) (Date)

[Signature] 8/12/14  
(Signature of Authorized Representative) (Date)

Owner  
(Title)

Sworn to and subscribed before me,

This 12<sup>th</sup> day of August, 2014

[Signature]  
(Notary Public) (Seal)

Commission Expires:

Melissa J Pruitt  
Notary Public  
My Comm. Expires 2-26-2017  
Douglas County, GA  
(Date)



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

**Instructions:**

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT

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

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

618353  
EEV/Basic Pilot Program\* User Identification Number

Ed Moon  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

Owner  
Title of Authorized Officer or Agent of Contractor

Ed Moon  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12<sup>th</sup> day of August, 2014

Notary Public: Melissa J. Pruitt

County: Douglas

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

Melissa J Pruitt  
Notary Public  
My Comm. Expires 2-28-2017  
Douglas County, GA

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

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

STATE OF GEORGIA

COUNTY OF FULTON

n/a

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with [insert name of prime contractor] Moon's Service Center, Ed Moon behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

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

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

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

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

# **EXHIBIT E**

## **CONTRACT COMPLIANCE FORMS**

EXHIBIT A - PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We ( Ed Moon ),

Name

Owner

Title

Moons Service Center

Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting therefrom,
- 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: Ed Moon

ADDRESS: 6981 Mableton Parkway, SE

Mableton, GA 30126

TELEPHONE NUMBER: 770-944-1029

EXHIBIT B - EMPLOYMENT REPORT

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

JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	1				1													
FIRST/MID LEVEL OFFICIALS and MANAGERS	3				3													
PROFESSIONALS																		
TECHNICIANS	4				4													
SALES WORKERS		1						1										
ADMINISTRATIVE SUPPORT WORKERS		1			1													
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS	1				1													
SERVICE WORKERS	3				2		1	1										
TOTAL	12	2			11	1	1	1										

FIRMS'S NAME  
ADDRESS  
TELEPHONE

This completed form is for (Check only one):  
Submitted by:

Moore Service Center  
6951 Mableton Pkwy, SE  
770-944-1029

Bidder/Proposer

Subcontractor

8/12/14  
Date Completed:

**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: \_\_\_\_\_

ITB/RFP Number: \_\_\_\_\_

Project Name or Description of Work/Service(s): \_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ 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: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

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



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

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

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

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Firm or Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

n/a

EXHIBIT D

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

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

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

\_\_\_\_\_ 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

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?
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)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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 \_\_\_\_\_, 2014, before me, appeared \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_ known



to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

**EXHIBIT - G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT**

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

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	
<b>FROM:</b>		<b>PROJECT NUMBER:</b>	
<b>TO:</b>		<b>PROJECT LOCATION:</b>	

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

AMOUNT OF REQUISITION THIS PERIOD: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_  
 TOTAL AMOUNT REQUISITION TO DATE: \$ \_\_\_\_\_  
 SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name)  
 Notary: \_\_\_\_\_ Date: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

# ***MOON'S SERVICE CENTER, INC.***

NAPA AutoCare

6981 Mableton Parkway, Mableton, GA 30126

770-739-0687 Fax 770-944-3875



Moon's Service Center will comply with Fulton County's EBO plan.

**EXHIBIT H**

**FULTON COUNTY FIRST SOURCE JOBS PROGRAM**

**STATEMENT OF POLICY:**

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

**PURPOSE:**

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

**MONITORING POLICY:**

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

**FORM 1**

FULTON COUNTY

First Source Jobs Program Information

Company Name: Moon's Service Center

Project Number: \_\_\_\_\_

Project Name: Automobile Repair Services-South Fulton

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

1. Auto technician - Ad attached
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

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

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

Company Representative: Mel Pruitt

Phone Number: 770-944-1029

Email Address: mel@moonsservicecenter.com

FORM 2

## Auto Technician - Level B (Mableton, GA)

---

Date: 2012-12-17, 11:52AM EST

Reply to: [resume@moonsservicecenter.com](mailto:resume@moonsservicecenter.com)

---

Established NAPA automotive service center looking for a Level B Technician with minimum 5+ years experience. Job also requires expertise in DRIVEABILITY, AC, Suspension, Alignment, some heavy line work. ASE certified and clean driving record. Hours are M-F (no Saturdays). Excellent benefits including health insurance, paid vacations and holidays. We want you to realize your full financial potential.

We are looking for a positive attitude and a team player.

- Location: Mableton, GA
  - Compensation: Negotiable according to experience
  - Principals only. Recruiters, please don't contact this job poster.
  - Please, no phone calls about this job!
  - Please do not contact job poster about other services, products or commercial interests.
- 

[Continue](#)

[Edit Text](#)

[Cancel Repost](#)

FORMAT: mobile tablet regular.

**FULTON COUNTY**  
**First Source Jobs Program Agreement**

Awarded Contractor's Name: Moon's Service Center, Ed Moon  
Formal Contract Name: Automobile Repair Services - South Fulton  
RFP/ITB Number: 14ITB93889B-TR  
Contact Person: Mel Pruitt  
Contact Phone: 770-944-1029

The contractor listed above agrees to the following:

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

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

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

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

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

Contractor's Official Title: Owner Date: 8-11-14

Contractor's Name: Ed Moon

Contractor's Signature: Ed Moon

**FORM 3**



**EXHIBIT F**

**INSURANCE AND RISK  
MANAGEMENT FORMS**



# CERTIFICATE OF LIABILITY INSURANCE

MOONS-1

OP ID: SB

DATE (MM/DD/YYYY)

08/11/2014

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

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

<b>PRODUCER</b> Thompson Insurance 8385 Cherokee Blvd, Ste 100 Douglasville, GA 30134 Steve Bentley	<b>Phone: 770-942-7632</b>	<b>CONTACT NAME:</b> Anita Tomren	
	<b>Fax: 770-942-5628</b>	<b>PHONE (A/C, No, Ext): 770-257-1573</b>	<b>FAX (A/C, No): 770-257-1593</b>
		<b>E-MAIL ADDRESS:</b> Commercial@ThompsonInsurance.net	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Employers Mutual Casualty Co.	
		<b>INSURER B:</b> EastGUARD Insurance Co	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			3E62379	10/02/2013	10/02/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPIOP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			3E62379	10/02/2013	10/02/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MOWC463141	10/02/2013	10/02/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garage Keepers			3E62379	10/02/2013	10/02/2014	Loc 001 100,000
							Loc 002 200,000

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

**CERTIFICATE HOLDER**

MOONS01

Moon's Service Center  
6981 Mableton Pkwy  
Mableton, GA 30126

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

# COBB COUNTY OCCUPATION TAX CERTIFICATE

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



## BUSINESS LOCATION

6981 MABLETON PKWY

DATE ISSUED

01-01-2014

D/B/A MOONS SERVICE CENTER INC

MOONS SERVICE CENTER INC

6981 MABLETON PKWY

MABLETON, GA 30126

CERTIFICATE NUMBER

4856

FOR YEAR

2014

CERTIFICATE EXPIRES

12-31-2014

TYPE GENERAL



CERTIFICATE MUST BE DISPLAYED  
THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES  
PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY

## BUSINESS DESCRIPTION

CLASSIFICATION CODE

CLASSIFICATION NAME

AMOUNT

753801

AUTO REPAIR SHOP

1506.00

PAYMENT DATE 11-20-2013

4332	1,506.00	4312	0.00	4314	0.00	4316	0.00	4318	0.00	SUB TOTAL	\$	1,506.00
										PENALTY	\$	0.00
										INTEREST	\$	0.00
										TOTAL	\$	1,506.00

CD - Bus License Certificate, 4856, 2014, MOONS SERVICE CENTER INC

*Sandra S. Richardson*

BUSINESS LICENSE DIVISION MANAGER

*SR*

AUTHORIZED INITIALS

## IMPORTANT NOTICE

1. Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
2. Please document to Cobb County Business License Office when business goes out of business.
3. Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
4. Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
5. Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

BATESV\_11202013\_102830\_AM

PLACE ON DISPLAY

77364



# CERTIFICATE OF LIABILITY INSURANCE

MOONS-1

OP ID: SB

DATE (MM/DD/YYYY)

12/17/2014

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

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

<b>PRODUCER</b> Thompson Insurance 8385 Cherokee Blvd, Ste 100 Douglasville, GA 30134 Steve Bentley		<b>Phone: 770-942-7632</b> <b>Fax: 770-942-5628</b>	<b>CONTACT NAME:</b> Anita Tomren <b>PHONE (A/C, No, Ext):</b> 770-257-1573 <b>FAX (A/C, No):</b> 770-257-1593 <b>E-MAIL ADDRESS:</b> Commercial@ThompsonInsurance.net
<b>INSURED</b> Moon's Service Center Inc 6981 Mableton Pkwy Mableton, GA 30126		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Employers Mutual Casualty Co. INSURER B: EastGUARD Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		3E62379	10/02/2014	10/02/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY			3E62379	10/02/2014	10/02/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
								\$
	DED <input type="checkbox"/> RETENTIONS \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	MOWC463141	10/02/2014	10/02/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Garage Keepers			3E62379	10/02/2014	10/02/2015	Loc 001 100,000	
							Loc 002 200,000	

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

BP7230 IL7338

Contract #14ITB93889B-TR

**CERTIFICATE HOLDER**

FULTO-6

Fulton County Government  
Purchasing Department  
130 Peachtree St. Suite 1168  
Atlanta, GA 30303

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION – VICARIOUS LIABILITY –  
INCLUDING PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE PROVISION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE\***

Name of Additional Insured Person or Organization: Fulton County Government

Location of Covered Operations:

\*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

**Section II – Liability** is amended as follows:

**A. The following is added to Paragraph C. – WHO IS AN INSURED**

3. The person or organization shown in the Schedule is also an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole by:

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured at the location designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If the coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to this additional insured, the following additional exclusions apply:**

1. This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" resulting from any act or omission by, or willful misconduct of the additional insured shown in the Schedule whether the sole or contributing cause of the loss. The coverage afforded to the additional insured is limited solely to the additional insured's "vicarious liability" that is a specific and direct result of your conduct.

"Vicarious liability" as used in this endorsement means liability that is imposed on the additional insured solely by virtue of its relationship with you, and not due to any act or omission of the additional insured.

2. This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

- D. The following is added to Paragraph H. **Other Insurance of Section III – Common Policy Conditions** and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- F. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION PROVIDED  
BY US - DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESS AUTO COVERAGE PART  
BUSINESSOWNERS COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**SCHEDULE\***

1.	<b>Name:</b>	Fulton County Government
2.	<b>Address:</b>	130 Peachtree Street, SW, Suite 1168 Atlanta, GA 30303-3459
3.	<b>Number of days advance notice:</b>	45
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.		

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance or as amended by a state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the Schedule above.