



CONTRACT DOCUMENTS FOR

**#20RFP111320-EC**

**Technical Consulting Services**

**For**

**Fulton County Justice Partners**

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**STATE OF GEORGIA**  
**Secretary of State**  
**Corporations Division**  
**313 West Tower**  
**2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

**ANNUAL REGISTRATION**

\*Electronically Filed\*  
Secretary of State  
Filing Date: 2/11/2020 5:47:58 PM

**BUSINESS INFORMATION**

<b>CONTROL NUMBER</b>	18069471
<b>BUSINESS NAME</b>	CHEckrein Consulting, LLC
<b>BUSINESS TYPE</b>	Domestic Limited Liability Company
<b>EFFECTIVE DATE</b>	02/11/2020
<b>ANNUAL REGISTRATION PERIOD</b>	2020

**PRINCIPAL OFFICE ADDRESS**

<b>ADDRESS</b>	400 W PEACHTREE STREET, UNIT 3013, ATLANTA, GA, 30308, USA
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**REGISTERED AGENT**

<b>NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>
CHE' ALEXANDER	400 W PEACHTREE STREET, UNIT 3013, ATLANTA, GA, 30308, USA	Fulton

**AUTHORIZER INFORMATION**

<b>AUTHORIZER SIGNATURE</b>	Che Alexander
<b>AUTHORIZER TITLE</b>	Organizer

# CONTRACT AGREEMENT

Consultant: CHEckrein Consulting, LLC

Contract No.: 20RFP111320-EC, Technical Consulting Services

Address: 400 W. Peachtree St, Unit 3013

City, State Atlanta, GA 30308

Telephone: (770) 410-8856

Email: [che@checkrein.com](mailto:che@checkrein.com)

Contact: Ché Alexander  
CEO

This Agreement made and entered into effective the 1st day of January, 2021 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and CHEckrein Consulting, LLC, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

## WITNESSETH

WHEREAS, County through its Fulton County Sheriff's Office hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide Technical Consulting Services, hereinafter, referred to as the "**Project**".

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

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

## ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [not applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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

signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

## ARTICLE 2. **SEVERABILITY**

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

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

County and Consultant agree the Project is to provide Technical Consulting Services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

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

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

## ARTICLE 5. **DELIVERABLES**

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

## ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

## ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be

incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

## ARTICLE 8. SCHEDULE OF WORK

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

## ARTICLE 9. CONTRACT TERM

### **MULTI-YEAR CONTRACT TERM**

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

#### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on January 1, 2021, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2021. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

#### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the Fulton County Sheriff's Office for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the Fulton County Sheriff's Office for the calendar year of such Renewal Term. If approved by the Fulton County Sheriff's Office, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2022 and shall end no later than the 31<sup>st</sup> day of December, 2022. If approved by the Fulton County Sheriff's Office, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2023 and shall end no later than the 31<sup>st</sup> day of December, 2023. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

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

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

**d. Same Terms**

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

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

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

**ARTICLE 10. COMPENSATION**

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

The total contract amount for the Project shall not exceed **\$499,500.00, (Four Hundred Ninety-Nine Thousand, Five Hundred Dollars and No Cents)** which is full payment for a complete scope of work.

**ARTICLE 11. PERSONNEL AND EQUIPMENT**

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

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

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

**ARTICLE 12. SUSPENSION OF WORK**

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

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

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

## ARTICLE 13. **DISPUTES**

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

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

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

## ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

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

element and briefly state what work has been completed and what work remains to be done.

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

#### **ARTICLE 16. WAIVER OF BREACH**

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

#### **ARTICLE 17. INDEPENDENT CONSULTANT**

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

#### **ARTICLE 18. PROFESSIONAL RESPONSIBILITY**

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

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

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

#### **ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS**

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

#### **ARTICLE 20. ACCURACY OF WORK**

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

## ARTICLE 21. REVIEW OF WORK

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

## ARTICLE 22. INDEMNIFICATION

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

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession. Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

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

Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

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

**22.4 Separate Counsel.**

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

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

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

**ARTICLE 23. CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User

Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

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

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

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

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

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

#### **ARTICLE 26. INSURANCE**

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

## ARTICLE 27. PROHIBITED INTEREST

### Section 27.01 Conflict of interest:

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

### Section 27.02 Interest of Public Officials:

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

## ARTICLE 28. SUBCONTRACTING

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

## ARTICLE 29. ASSIGNABILITY

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

## ARTICLE 30. ANTI-KICKBACK CLAUSE

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

## ARTICLE 31. AUDITS AND INSPECTORS

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the

date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

#### **ARTICLE 32. ACCOUNTING SYSTEM**

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

#### **ARTICLE 33. VERBAL AGREEMENT**

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

#### **ARTICLE 34. NOTICES**

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

Notice to County, shall be addressed as follows:

Office of the County Manager  
Deputy Chief Operating Officer  
141 Pryor Street, SW, Suite 10067  
Atlanta, Georgia 30303  
Telephone: 404-612-7393  
Email: [Alton.Adams@fultoncountyga.gov](mailto:Alton.Adams@fultoncountyga.gov)  
Attention: Alton Adams

**With a copy to:**

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

Notices to Consultant shall be addressed as follows:

CHEckrein Consulting, LLC  
400 W. Peachtree St, Unit 3013  
Atlanta, GA 30308  
Telephone: (770) 410-8856  
Email: [che@checkrein.com](mailto:che@checkrein.com)  
Attention: Ché Alexander, CEO

#### **ARTICLE 35. JURISDICTION**

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

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

#### **ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

#### **ARTICLE 37. FORCE MAJEURE**

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

#### **ARTICLE 38. OPEN RECORDS ACT**

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

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

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should

any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

#### ARTICLE 40. **TAXES**

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

#### ARTICLE 41. **PERMITS, LICENSES AND BONDS**

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

#### ARTICLE 42. **NON-APPROPRIATION**

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

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

#### ARTICLE 43. **WAGE CLAUSE**

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

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

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

14E1B4A5F6A14A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

*Tonya R. Grier*

EEC476C4837A48D...

Tonya R. Grier  
Clerk to the Commission

( Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Dominique Martinez*

D7D420799114462...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*Alton Adams*

36EBE50C4F26400...

Alton Adams, Deputy COO  
Office of the County Manager  
Fulton County Justice Partners

CONSULTANT:

**CHECKREIN CONSULTING, LLC**

DocuSigned by:

*Che Alexander*

2E060A4525AB414...

Che Alexander  
CEO

ATTEST:

DocuSigned by:

*M R H*

4134C8DFFEE45420...

Notary Public

County Fulton

Commission Expiration Date 01/09/2924

(Affix Seal)



ITEM#: <u>2021-0069</u>	RCS: <u>1/20/2021</u>
RECESS MEETING	

ITEM#: <u>                  </u>	RM: <u>                  </u>
REGULAR MEETING	

# **ADDENDA**



Date: November 30, 2020

Project Number: #20RFP111320B-EC

Project Title: Technical Consulting Services

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

**ADDENDUM NO. 1**

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

This is to acknowledge receipt of Addendum No. 1, 3rd day of December, 2020.

CHhecking Consulting  
Legal Name of Bidder/Proposer

Chi. Neff  
Signature of Authorized Representative

CEO  
Title

## **EXHIBIT A**

## **GENERAL CONDITIONS**

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

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

The County must advise Consultants in the request for proposals of the number of days that Consultants will be required to honor their proposals. If an Consultant is not selected within 60 days of opening the proposals, any Consultant 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 Consultant must assume full responsibility for delivery of all goods and services proposed.
4. The Consultant 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 Consultant 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 Consultant is solely responsible for arranging for the service to be performed.
6. The Consultant shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The Consultant 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 Consultant, Fulton County may procure the articles or services from another source and hold the Consultant responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

## **EXHIBIT B**

### **SPECIAL CONDITIONS**

**(N/A)**

# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Consultant shall provide the following:

Project management and technical services to the County to assist with alleviating short-term challenges and identifying potential long-term enhancements. The scope of work includes:

- Improving operational effectiveness utilizing best practices, improving integration and transparency between offices, and utilizing technology and automation to improve overall performance.
- Jail Population Alignment – Provide feedback on key statistics to inform decision making across Justice Partners, research population to provide continuous awareness of environmental factors to drive inmate processing priorities.
- Business Process Analysis and Redesign (Project Apollo) – Improve overall efficiency and effectiveness of the Fulton County Justice system, reduce dependence on paper processing, improve transparency and accountability, improve handoffs between Justice Partners, drive work through automation.
- Leverage Technology/Odyssey – Manage the process of executing the training plan across all offices, address end-user knowledge gaps resulting from lack of training over the past 7 years, utilize the customized syllabus for each role to support immediate needs and ongoing self-paced training.
- Design, execute, manage and optimize critical business processes across the Justice Agencies.
- Establish a continuous process improvement plan that is sustainable.
- Assist in the development and implementation of a communication strategy related to the long-term enhancements.
- Provide a comprehensive action plan that outlines specific steps and actions to accomplish a transition with an attention to continuity of operation.

## **EXHIBIT D**

## **PROJECT DELIVERABLES**

## PROJECT DELIVERABLES

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The consultant shall provide the following deliverables:

Deliverables will be monitored and expected per the mutually agreed upon timeline and Project Plan. The project deliverables shall include:

- Deliverables should be determined per the mutually agreed upon timeline and Project Plan.
- Bi-weekly Project Status Reports, including a checklist of completed activities, must be submitted.

# **EXHIBIT E**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$499,500.00, (Four Hundred Ninety-Nine Thousand, Five Hundred Dollars and No Cents). The detailed costs are provided on following page(s).

## COST PROPOSAL AMENDMENT

RFP 20RFP111320B-EC - TECHNICAL CONSULTING SERVICES FULTON COUNTY JUSTICE PARTNERS



<u>DELIVERABLES</u>	<u>HOURLY RATE</u>	<u>BASELINE SERVICES</u>	<u>OPTIONAL SERVICES</u>
PROJECT SCHEDULE		✓	
PROJECT WORK PLAN		✓	
PROJECT COMMUNICATION AND GOVERNANCE PLAN		✓	
PROJECT RESOURCE PLAN		✓	
STAKEHOLDER ANALYSIS		✓	
INTERVIEW PLAN AND GUIDE		✓	
DRAFT FUTURE VISION			✓
UPDATED PROJECT SCHEDULE		✓	
LIST OF CRITICAL ISSUES THAT REQUIRE FOCUS		✓	
ASSESSMENT AND RECOMMENDATIONS		✓	
AGREEMENT ON PRIORITIES (SPECIFIC OBJECTIVES)		✓	
STRATEGIC ROADMAP			✓
OPTIMIZED BUSINESS PROCESSES		✓	
COMMUNICATIONS STRATEGY		✓	
IMPLEMENTED PROCESS CHANGES		✓	
COMMUNICATIONS DELIVERY		✓	
CONTINUOUS IMPROVEMENT REPORT			✓
ONGOING UPDATES TO STRATEGIC PLANNING PROCESS			✓
ONGOING UPDATES TO STRATEGIC PLAN			✓
UPDATES TO OPERATIONAL PLANS			✓
<b>POSITION TITLE</b>			
PROGRAM MANAGER	\$ 130.00	\$ 130,000	\$ 23,790
SENIOR BUSINESS ANALYST	\$ 105.00	\$ 105,000	\$ 86,100
SENIOR TECHNICAL ANALYST	\$ 90.00	\$ 90,000	\$ 73,800
SENIOR DATA ANALYST	\$ 70.00	\$ 70,000	\$ 31,920
BUSINESS ANALYST	\$ 60.00	\$ 57,000	\$ 30,360
DATA ANALYST	\$ 50.00	\$ 47,500	\$ 25,300
<b>TOTAL</b>		\$ 499,500	\$ 271,270

# **EXHIBIT F**

# **PURCHASING FORMS**

# FORM A

# GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

**STATE OF GEORGIA  
COUNTY OF FULTON**

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

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

CHEALEY 2001  
EEV/Basic Pilot Program\* User Identification Number

Che' Alexander  
BY: Authorized Officer or Agent (Insert Contractor Name)

CEO  
Title of Authorized Officer or Agent of Contractor

Che' Alexander  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 5 day of December, 2020

Notary Public: Monical Smith

County: Fulton

Commission Expires: 1/9/2024

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

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

# FORM B

# GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

**NOT APPLICABLE**

Not Applicable

STATE OF GEORGIA  
COUNTY OF FULTON

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

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

EEV/Basic Pilot Program\* User Identification Number \_\_\_\_\_

BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor \_\_\_\_\_

Printed Name of Authorized Officer or Agent \_\_\_\_\_

**Sworn to and subscribed before me,**

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

(Notary Public)

(Seal)

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

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

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

**FORM C  
DISCLOSURE  
FORM &  
QUESTIONNAIRE**

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

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

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

Che Alexander, MPA  
Founder/Chief Executive Officer  
400 W. Peachtree St, Unit 3013  
Atlanta, GA 30308

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.

Founded in 2018, CHEckrein has guided Justice clients on strategic operational and technical objectives. Through collaboration, CHEckrein has helped its clients adopt and use technology to improve access to justice and provide a broader range and higher quality of services to litigants, attorneys, justice partners, and the public.

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

Che' Alexander, CEO of CHEckrein Consulting, has had a direct business relationship with Fulton County for many years; first as a former employee; and, more recently as an independent contractor/vendor. As a former employee of the Fulton County Clerk of Superior and Magistrate Court (2008-2018) Alexander served as the Chief of Courts Bureau where she—among other duties—administered the daily operations of the Courts Services Branch. Alexander resigned from this position on November 2018. In 2019, as an independent consultant, Alexander contracted with the Clerk of Superior and Magistrate Court to provide technical court management expertise on the department's ongoing projects. In addition, she worked with the incoming Chief of Courts Bureau to provide training and development.

July 2019, CHEckrein Consulting was contracted to provide expeditor services for the Fulton County Criminal Justice System. Our team provided services including but not limited to managing the jail roster, making initial recommendations regarding inmate release, determining the status of the inmates and developed tools and training needed to maintain sustainable workflow.

May 2020 Fulton County desired to extend the existing contract in order to address three (3) components to the continued progress in the Justice System: (1) Expediter Services, (2) COVID-19 Support and (3) Odyssey Launch Management/Support.

**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 5<sup>th</sup> day of December, 2020  
Chi Alexander 12/5/2020  
(Legal Name of Proponent) (Date)  
Chi Alexander 12/5/2020  
(Signature of Authorized Representative) (Date)  
CEO  
(Title)

Sworn to and subscribed before me,

This 5 day of December, 2020

Monica Smith  
(Notary Public)

Commission Expires 1-9-2024



# **FORM D PROFESSIONAL LICENSE**

**NOT APPLICABLE**

NOT APPLICABLE

**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name:

Performing work as: Prime Contractor \_\_\_\_\_ Subcontractor/Sub-Consultant \_\_\_\_\_

Professional License Type:

Professional License Number:

Expiration Date of License:

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

Signed:

Date:

**(ATTACH COPY OF LICENSE)**

**FORM E**  
**LOCAL PREFERENCE**  
**AFFIDAVIT OF**  
**BIDDER/OFFEROR**

STATE OF GEORGIA  
COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

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

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

CHEckrein Consulting, LLC

(BUSINESS NAME)

400 W. Peachtree St, Unit 3013  
Atlanta, GA 30308

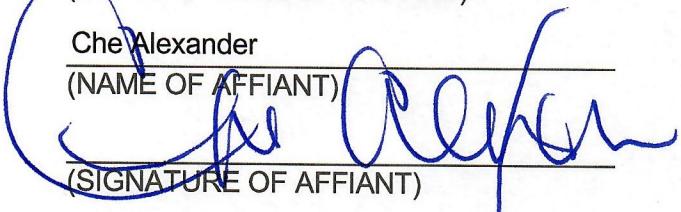
(FULTON COUNTY BUSINESS ADDRESS)

CEO

(OFFICIAL TITLE OF AFFIANT)

Che Alexander

(NAME OF AFFIANT)

  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 5 day of December, 2023

Monical Smith  
(Notary Public)

Commission Expires: 1-9-2024



**CITY OF ATLANTA, GEORGIA - DEPARTMENT OF FINANCE  
OCCUPATION TAX REGISTRATION CERTIFICATE**

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

**CERTIFICATE NO. : 183340LGB**

**BUSINESS NAME : CHECKREIN CONSULTING**

**LOCATION : 400 W PEACHTREE ST NW UNIT-3013 ATLANTA GA 30308**

**DATE ISSUED : 1-1-2020**

**EXPIRES ON : 12-31-2020**

**BUSINESS NAME AND ADDRESS:**



**CHECKREIN CONSULTING  
P.O. BOX 3158  
ATLANTA GA 30302**

**2020**

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION  
NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS  
NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IF REQUIRED

**CERTIFICATE NOT TRANSFERABLE**

IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD,  
CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270  
THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS

**X**   
Roosevelt Council, Jr.  
Chief Financial Officer

**CITY OF ATLANTA, GEORGIA - DEPARTMENT OF FINANCE  
OCCUPATION TAX REGISTRATION CERTIFICATE**

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

**CERTIFICATE NO. : 183340LGB**

**BUSINESS NAME : CHECKREIN CONSULTING**

**LOCATION : 400 W PEACHTREE ST NW UNIT-3013 ATLANTA GA 30308**

**DATE ISSUED : 1-1-2019 EXPIRES ON : 12-31-2019**

**BUSINESS NAME AND ADDRESS:**



**CHECKREIN CONSULTING  
P.O. BOX 3158  
ATLANTA GA 30302**

**2019**

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION  
NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS

NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IF REQUIRED

**CERTIFICATE NOT TRANSFERABLE**

IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD,

CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270

THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS

*Roosevelt Council, Jr.*  
Roosevelt Council, Jr.  
Chief Financial Officer

**FORM F**

**SERVICE  
DISABLED VETERAN  
PREFERENCE  
AFFIDAVIT**

**NOT APPLICABLE**

STATE OF GEORGIA  
COUNTY OF FULTON

NOT APPLICABLE

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF  
BIDDER/OFFEROR**

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

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

\_\_\_\_\_  
(BUSINESS NAME)

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

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

**Sworn to and subscribed before me,**

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

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

\_\_\_\_\_  
(Seal)

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

## **EXHIBIT G**

# **OFFICE OF CONTRACT COMPLIANCE FORMS**

# EXHIBIT A

## PROMISE OF NON- DISCRIMINATION

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

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

CEO

Title

Che' Alexander,  
Name

CHECKem Consulting  
Firm Name

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

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

NAME: Che' Alexander TITLE: CEO

SIGNATURE: Che' Alexander

ADDRESS: 400 W. Peachtree St. NW #3013  
Atlanta, GA 30308

PHONE NUMBER: 770 410 8854 EMAIL: Che@Checkem.com

# **EXHIBIT C**

## **SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

**NOT APPLICABLE**

*Not Applicable*

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

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

Prime Bidder/Proposer Company Name

*N/A*

ITB/RFP Name & Number:

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** **is** a minority or female owned and controlled business enterprise.  **African American (AABE)**; **Asian American (ABE)**;  **Hispanic American (HBE)**;  **Native American (NABE)**;  **White Female American (WFBE)**; **\*\*If yes, please attach copy of recent certification. (Check the appropriate box/es)**
2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

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

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

SUBCONTRACTOR NAME:

ADDRESS:

EMAIL ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

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

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

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

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

# Not Applicable

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

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

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

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

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

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

SUBCONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Not Applicable

**Total Percentage of Subcontractor Value: (%)**

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

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

**Business or Corporate Name:** \_\_\_\_\_

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

**Telephone:** (        ) \_\_\_\_\_

**Fax Number:** (        ) \_\_\_\_\_

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

# **EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)**

## **Equal Employment Opportunity**

CHEckrein Consulting is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex (including pregnancy, gender identity, and sexual orientation), marital status, veteran status, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

**Accommodations for Individuals with Disabilities:** CHEckrein Consulting will make reasonable accommodations, as required by law, for the known physical or mental disabilities of an otherwise qualified applicant or employee, unless doing so would impose an undue hardship upon the CHEckrein Consulting's business operations. An accommodation is not reasonable if, even with the accommodation, the employee is unable to perform essential job duties in a manner that would not endanger the employee's health or safety of the employee or others.

Any applicant or employee who believes they require an accommodation in order to perform the essential functions of the job should contact the Company Recruiter to request such an accommodation. Employees should specify what accommodation they need to perform the job and submit supporting medical documentation explaining the underlying physical or mental disability and the basis for the requested accommodation. CHEckrein Consulting then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. CHEckrein Consulting will evaluate requested accommodations, and as appropriate identify other possible accommodations, if any. The employee will be notified of CHEckrein Consulting's decision regarding the request within a reasonable period. CHEckrein Consulting treats all medical information submitted as part of the accommodation process in a confidential manner.

CHEckrein Consulting will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on CHEckrein Consulting's operations.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their Direct Supervisor. CHEckrein Consulting will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact their Direct Supervisor. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.



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Che' Alexander  
CEO  
CHEckrein Consulting

**Technical Consulting Services for Fulton County Justice Partners**  
**Equal Business Opportunity Plan (EBO)**

December 7, 2020

**1. Background of Project**

Fulton County seeks technical consulting for its Justice Partners to provide a comprehensive action plan that outlines specific steps and actions to meet the County's objectives to: (1) Improve operational effectiveness utilizing best practices; (2) Provide key statistics on the jail population; (3) Ensure the continued success of Project Apollo in order to drive work through automation; (4) Leverage existing technologies, and look for enhancements, (5) Design, execute, manage, and optimize critical business processes across Justice agencies; (6) Establish a sustainable continuous process improvement plan; and (7) Assist in development of a leading-edge communication strategy related to the long-term enhancements.

**2. Commitment to M/FBE Participation**

CHEckrein Consulting, LLC (CHEckrein), as Prime Bidder/Proposer is an African American Business Enterprise and Female Business Enterprise. CHEckrein is committed to complying with all applicable legal requirements for the achievement of equal opportunities in employment and contracting on the Technical Consulting Services for Fulton County Justice Partners Project. CHEckrein pledges to use its best efforts to develop and implement an equal business opportunity (EBO) plan for enlisting and monitoring participation of minority and female business enterprises (M/FBE) in all business opportunities that relate to this Technical Consulting Services Fulton County for Justice Partners Project. This Equal Business Opportunity Plan is CHEckrein's method to fulfill that pledge.

**3. Objectives**

The objective of this Plan is to set forth the policies and procedures adopted by CHEckrein with the intent to achieve a minimum goal of at least 35% participation by M/FBEs in connection with the technical and consulting services on Technical Consulting Services Fulton County for Justice Partners Project. This Plan describes the steps to be taken to identify and enter into contracts with M/FBEs.

**4. Elements of the Plan**

- The Goal. This Plan establishes a minimum goal of at least 35% participation by M/FBEs who are Georgia Certified Contractors and Vendors.
- Implementation - CHEckrein will use its best efforts to fulfill the goal.
- Use available sources/databases to identify qualified M/FBEs.

## **EXHIBIT H**

# **INSURANCE AND RISK MANAGEMENT FORMS**

## Technical Consulting Services

### Insurance and Risk Management Provisions

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

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

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

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

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

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

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

##### **3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury & Property Damage	Each Occurrence	-	\$1,000,000
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Technical Consulting Services

**4. UMBRELLA LIABILITY per Occurrence/Aggregate** \$1,000,000/\$1,000,000

(Including operation of non-owned, owned, and hired automobiles).

**5. PROFESSIONAL E & O LIABILITY** Per Occurrence/Claim \$2,000,000

Insurance appropriate to the Contractor's profession with limits of liability of not less than \$2,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered.

**Certificates:**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

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

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

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

Such certificates and notices shall be sent to:

Fulton County Government  
Attn: Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be construed to waive or restrict other obligations. It is understood that neither failure nor full compliance with the

## Technical Consulting Services

foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

### **USE OF PREMISES**

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

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's 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 outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

### **PROTECTION OF PROPERTY**

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2020

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).

PRODUCER		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	
Belizeaire Insurance Agency 1922 Highway 74 N Ste C Tyrone, GA 30290		FAX (A/C, No): (404) 662-2301	
INSURED		INSURER(S) AFFORDING COVERAGE NAIC #	
CHEckrein Consulting, LLC 400 Pryor St. SW #3158 Atlanta, GA 30302		INSURER A: The Hartford Insurance Co. 3014	
		INSURER B: State Auto Insurance Co. 3189	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
							LIMITS		
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	33 SBM AJ5U55	12/05/2020	12/05/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000		
B	AUTOMOBILE LIABILITY						MED EXP (Any one person) \$ 10,000		
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			10049291CA	12/05/2020	12/05/2021	PERSONAL & ADV INJURY \$ 1,000,000		
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR				GENERAL AGGREGATE \$ 2,000,000		
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE		33 SBM AJ5U55	12/05/2020	12/05/2021	PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	DED		RETENTION \$				\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/>	Y / N	N / A				BODILY INJURY (Per person) \$		
If yes, describe under DESCRIPTION OF OPERATIONS below							BODILY INJURY (Per accident) \$ 1,000,000		
							PROPERTY DAMAGE (Per accident) \$ 1,000,000		
							\$		
A	Professional Liability			33 SBM AJ5U55	12/05/2020	12/05/2021	WC STATUTORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)									
Those usual to the Insured's Operations FULTON COUNTY GOVERNMENT is an additional insured per the Blanket Additional Insured By Contract Form SL3032 and the Blanket Additional Insured by Contract - Umbrella SU0002, attached to this policy									

CERTIFICATE HOLDER					CANCELLATION				
FULTON COUNTY GOVERNMENT ATTN: Purchasing Department 130 Peachtree Street SW STE 1168 Atlanta, GA 30303-3443					<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE Jerome Mills</p>				



# Fulton County

## Legislation Details

**File #:** 21-0069      **Version:** 1      **Name:**  
**Type:** CM Action Item - Justice and Safety      **Status:** Passed  
**File created:** 2/3/2021      **In control:** Board of Commissioners  
**On agenda:** 1/20/2021      **Final action:** 1/20/2021  
**Title:** Request approval of a recommended proposal - Fulton County Justice Partners, 20RFP111320B-EC, Technical Consulting Services with CHEckrein Consulting, LLC (Atlanta, GA) in the amount of \$499,500.00 to provide technical and consulting services effective January 1, 2021 through December 31, 2021 with two renewal options. (APPROVED)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. EVALUATION COMMITTEE RECOMMENDATION LETTER.doc, 2. CONTRACTOR PERFORMANCE MEMO - CHECKREIN

Date	Ver.	Action By	Action	Result
1/20/2021	1	Board of Commissioners	approve	Pass



# Fulton County

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Date	Ver.	Action By	Action	Result
1/20/2021	1	Board of Commissioners	approve	Pass