



Fulton County, GA

Department of Purchasing & Contract Compliance

Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P
Director

September 21, 2010

Re: 10RFP74274A-CC Sign Language Interpreter Services

Dear Proposers:

Attachment I is one (1) copy of Addendum 2, hereby made a part of the above referenced Request for Proposal (RFP).

Attachment II is "Responses To Questions", submitted by interested vendors.

Attachment III is a copy of the current contract for these services.

Original Exhibit I, "Required Proposal Submittal Checklist is replaced by the attached Exhibit 1 for the above referenced RFP.

Except as provided herein, all terms and conditions in the RFP referenced above remain unchanged and in full force and effect.

Sincerely,

Cheryl Cochran

Chief Assistant Purchasing Agent

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



**10RFP74274A-CC Sign Language Interpreter Services A
Addendum No. 2**

ATTACHMENT I

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

The due date and time specified in the above referenced RFP is changed from **Thursday, September 23, 2010 11:00 AM** local prevailing time to **Thursday, September 30, 2010, 11:00 AM** local prevailing time.

- 1. Page 6, paragraph 2.2 Contract Definitions “Qualified Interpreting” is revised to read as follow:**

Any person certified as an interpreter by the National Registry of Interpreters for the Deaf or any certifications recognized by the State of Georgia.

- 2. The following is hereby added to the page 21, 3.3 Scope Of Work, first paragraph, after the first sentence:**

All interpreters assigned under this RFP must possess national certification with the RID or other certifications recognized by the State of Georgia to include the Quality Assured (QA) and the Educational Interpreter Performance Assessment (EIPA).

- 3. Page 25, Section 3 – Project Team Qualifications/of Key Personnel, paragraph 3 is deleted in its entirety and substituted by the following:**

The Project Manager must have a minimum of three (3) years experience in coordinating the management and provision of qualified sign language interpreting services within an organization of the same and/or similar project stated in this RFP.

Note: Answers to the remaining questions submitted by interested proposers will be issued at a later date as an attachment under a separate addendum.

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned proposer acknowledges receipt of this addendum by returning one (2) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, **Thursday, September 30, 2010, 11:00 A.M.** local prevailing time.

This is to acknowledge receipt of Addendum No. 2, _____ day of _____, 2010.

Legal Name of Bidder

Signature of Authorized Representative

Title

**RFP No. 10RFP74274A-CC Sign Language Interpreter Services
Addendum Two**

ATTACHMENT II

RESPONSES TO QUESTIONS

1. Regarding Section 5- Proposer Financial Information, of 3.4 Technical Proposal Format and Content (pages 25-26)

- (a) Provide audited financial statements for the last three years, including income statements, balance sheets, and any changes in financial position

Is it possible to substitute other information for these? Audited statements are not generally required for other purposes for a small business, the process is lengthy, and requires considerable expense.

In lieu of these, would a year of bank statements showing total deposits, payments, and balances be acceptable?

Response: The county policy does not allow for bank statements to be submitted in lieu of financial statements because the financial statements are needed for financial analysis ratio computations.

- (b) The latest quarterly financial report....

No questions regarding this item.

- (c) Proposer's most recent Dun & Bradstreet ...report...

Is this absolutely necessary? Since this is to be an as-if-when- needed contract, no credit is extended to the awarded vendor. Dun & Bradstreet offers a range of reports, with various costs associated, from \$19.99 to \$449.00.

If necessary, which specific D&B report should be included?

In lieu of this requirement, could financial references from existing accounts be provided?

Response: The policy provides for either this item or item (d) below. This item is not necessary if item (d) is provided. If item (d) is submitted, it should be in form of original document from a bank or credit company detailing the amount of credit accessible to the vendor.

- (d) Identify any evidence of access to a line or letter of credit.

What form should this evidence take?

Response: See answer to no. 1 above.

2. Regarding Section 7- Location of Firm - same part referenced above (page 26)

Local preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the local preference points of ten (10) points....

As discussed during the Bidders' Conference, is it possible to consider modifying or eliminating the consideration of location preference for this RFP? It is completely understandable that Fulton County should want to give preference to Fulton County-based businesses in most contract awards.

However, in this RFP, the specific field of Sign Language Interpreting has four major differences from most other categories of business. First, most interpreting companies in Georgia operate virtually. This means that although they may not have a business location within the geographical boundaries of Fulton County, they do not in fact have a business location, per se, anywhere. In order to perform the duties needed to successfully deliver all sign language interpreting services Fulton County needs, having a business location in Fulton County does not give an advantage to the vendor. The most successful vendors are those who provide exceptional customer service by working to know their customers, develop strong relationships with customers, interpreters, and the Deaf Community, and who are committed to the sign language interpreting field in the State of Georgia.

When a sign language interpreting business operates on a virtual basis, it means that there is no office open to the public needed in order to conduct business. Phone, fax, or email are used, with no face-to-face meeting required in an office to make the request, fill the request, manage, track, invoice, pay or record keep.

Next, regarding the business license of a company, because there is no need to maintain a public office, rented or owned, the company's address of record is the basis for the location where the business license must be obtained. For businesses run virtually, this can be, for example, the home address of a corporation's principal. Yet this address, and the county in which the business license must therefore be obtained, is not an indication of the company's location of doing business.

Third, it is important to note that the interpreting services required by Fulton County for this RFP- on-site sign language interpreting- are always done on the premises of Fulton County offices, agencies, departments, courts, public areas, etc. - regardless of the chosen vendor's "business location". All the interpreting provided is performed within the geographical boundaries of Fulton County.

Importantly, many of the qualified contract interpreters who provide the actual sign language interpreting through SLIS for Fulton County assignments are themselves Fulton County residents. Thus, regardless of which county has issued a company's business license, the

business of the company is done virtually, the interpreting is performed on Fulton County premises by, in most cases, interpreters who live in Fulton County.

There are few qualified sign language interpreting companies in Georgia, as well as throughout the US. Only 5 different companies attended the Bidders' Meeting. Only one interpreting company in Georgia is located in Fulton County. Given this business environment, awarding 10 points- 10% of total score- for local preference may not be fulfilling the rationale behind this policy. Therefore, we ask that the 10 point preference for Fulton County location not be applied to the evaluation of this RFP, or be modified.

Response: No. Fulton County policy under the Request for Proposal process requires 10 points for those companies that have a business location within the geographic boundaries of Fulton County and 0 points if not.

3. Regarding Form G: Professional License (page 47)

This form seems to be for industries other than sign language interpreting. It appears to be for professional licenses required for performing certain types of work. In the State of Georgia, sign language interpreters are not licensed by the state. Therefore, can Form G be marked "Not Applicable"?

Response: Eligible organizations are listed as affiliated with the National Registry of Interpreters for the Deaf (RID). The primary contractor's company must provide the proof e.g. membership verification letter or annual membership number associated with its status with National Registry of Interpreters for the Deaf.

4. Regarding Insurance and Risk Management Provisions- Section 7 (4-page form including signature page) On the issue of Workers Compensation Liability Insurance:

As discussed during the Bidders' Conference, in the State of Georgia it is not possible to cover Independent Contractors under Workers Compensation. Can this part of the insurance requirements be eliminated?

Response: The contractor must be required to provide proof of workers compensation coverage for any employees and/or independent contractors use in conjunction with the subject contract with Fulton County.

5. Regarding the discussion of "qualified interpreter" definition and interpreters' credentials during the Bidders' Meeting:

Reference was made to the national Registry of Interpreters for the Deaf. This is the only national certifying body for sign language interpreters in the US. There is a new certification now being awarded- NIC- which is not listed among the expected credentials in this RFP (pages 6-7). At the RID website- www.rid.org - there is a complete listing of all certificates recognized by RID. These are known collectively as "national certification". This is the only accepted definition of "nationally certified" in the field of sign language interpreting. The suggestion was made during the Bidders' Conference that under Terms, "Qualified Interpreter" could be defined in part by referencing "national certification by RID". Or if each certification will be listed, the RID website could be referred to for definitions of all certifications. In addition,

the Georgia Registry of Interpreters for the Deaf- GaRID- no longer maintains a listing of qualified interpreters. The two accepted credentials for pre-(nationally) certified interpreters are the QA (Quality Assured) and the EIPA (Educational Interpreter Performance Assessment). Both these credentials, the QA and the EIPA are recognized in the State of Georgia.

In Georgia, qualified interpreters are considered those with RID certification, QA, or EIPA. Interpreting companies generally require contract interpreters to submit documentation of their credentials, and these are maintained in company files.

Therefore, can the definition of “qualified interpreting” and credentials listed on pages 6 and 7 of this RFP be amended to include the above factors?

Response: Yes. The definition of “qualified Interpreting” will be amended. All interpreters assigned under this RFP must possess national certification with the RID or other certifications recognized by the State of Georgia to include the Quality Assured (QA) and the Educational Interpreter Performance Assessment (EIPA). This statement will be included in line 4 of the Scope of Work Section 3.3

6. The forms for the Georgia Security and Immigration Compliance Act of 2006 include a form on page 45 that must be completed by each of our subcontractors (interpreters). As we have been in compliance with this Act for over a year now, and as this form applies to many State customers, GISN has a standard version of these forms on file, each completed by the subcontractor. I have attached an example of this form to this message.

Will the subcontractor’s completion of GISN’s form meet the requirements of this RFQ, as this form addresses work performed for *any* state entity? If so, may we then submit photocopies of the subcontractors’ forms, rather than copies of Fulton County Government’s forms, as part of our bid? The original forms would remain on file in our offices and would be available for review at any time.

Response: Yes

7. Can we please have a copy of the current contract for Sign Language Services?

Response: Yes, will be provided by an addendum.

8. In Lieu of Audited Financial Statements (Due to cost) please advise on any alternative(s) acceptable.

Response: Please see answer to no. 1 above.

9. From p. 15, Section 2.22 Georgia Security and Immigration Compliance Act:

This section states that “completed affidavit must be submitted on top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals.”

Does this mean that both contractor and subcontractor (interpreter) affidavits must literally be placed as the first forms of our bid?

- If so, should these forms be the first forms listed in our Technical proposal? Further, should these forms also be included on the CD versions of the Technical proposal? Or, should these forms be part of the Contract Compliance documents?

Response: The completed affidavit forms do not have to be placed on top of the proposal but must be submitted within the package.

10. From p. 21, Section 3.1.2 Number of Copies

For the purpose of clarification, this is our understanding of how the separate components of the proposal should be submitted. Is this correct?

- The entire bid should be submitted in one (1) appropriately marked sealed packet.
- Within this packet, there should be:
 - 1) A sealed envelope marked Technical Proposal containing 1 original. Additionally, 5 copies of the Technical Proposal should be submitted on CD media in PDF format.
 - 2) A separate sealed envelope, marked Technical Proposal / Contract Compliance Exhibits, should be submitted that contains BOTH the “Original” and the copy of these exhibits.
 - 3) A separate sealed envelope marked Technical Proposal / Financial Information should be submitted that contains BOTH the “Original” and one copy.
 - 4) A separate sealed envelope that contains the “Original” and 1 copy of the Cost Proposal.
- In sum, four (4) separately sealed envelopes should be submitted as part of our overall bid package.

Response: Proposers shall submit one (1) marked and/or stamped “Original” of the Technical Proposal (inclusive of all required proposal forms in Section 5) and five copies on CD media in PDF format;

One (1) original of the Contract Compliance Exhibit Forms should be submitted along with the Original Technical Proposal stated above with one (1) copy in a sealed envelope marked “Contract Compliance Copy.” The Contract Compliance Forms are listed Under Section 6.2 titled “Required Forms and EBO Plan.”

One Original and one copy of the Cost Proposal Form under Exhibit II, in a separate sealed envelope marked “Cost Proposal.” Do not include with the technical proposal.

Proposer shall submit one (1) original of the Financial Information along with the Technical Proposal marked Original and one (1) copy in a separate sealed envelope.

11. From p. 23, Section 3.3 C
What is the current established Fulton County mileage rate?
Does the “two hour minimum” mean a two-hour minimum on interpreting time only, or on both interpreting and travel times?

Response: The current mileage rate in Fulton County is .505. The “two hour minimum” refers to interpreting time only.

12. From p. 23, Special Conditions, Item B. Invoicing

What type of support documentation must be submitted with the monthly invoice for services?
Does this statement refer only to the form listed on p. 60, Exhibit G?

Response: Invoices must be placed on the primary contractor’s company letterhead and contain the information specified under Section 3.3.1 Special Conditions and does not apply to Exhibit G form.

13. From p. 24, Section 2 – Project Plan Fulton County has requested a description of the project deliverables. Could you elaborate on what you wish to see in our response to this item?

Response: Deliverables shall include the following:

- a. **Interpreters report to assignments as specified under the “Scope of Work” and ready to work at the designated time**
- b. **Interpreters complete assignment in a satisfactory manner**
- c. **Vendors submit invoices to OEEODA within 14 days of the assignment completion date. If additional time is required, the vendor will request an extension as needed.**

14. From p. 25, Section 3 – Project Team Qualifications/ Qualifications of Key Personnel Item 3 states that “Project Manager must have a minimum of three (3) years experience as a “qualified” sign language interpreter.” This requirement is unique to our experience and to the contracts we have held with various public and private entities over the last 12 years. Can you clarify the necessity of this requirement?

Our Project Manager is not an interpreter, but a specialist in scheduling and logistics who has more than the required 3 years experience in processing requests for services and coordinating the provision of these services. Additionally, all interpreters placed on assignments offer consultation, when needed, to ensure that customers and consumers are provided the best and most cost-effective service. With that in mind, would Fulton County consider waiving the requirement that the in-house Project Manager (Interpreting Services Coordinator) be a certified interpreter with more than three years of interpreting experience?

Response: See Addendum No. 2 for revision in this requirement.

15. From p. 25, Section 3 - Project Team Qualifications/ Qualifications of Key Personnel Item 3 asks for resumes and references. For the purpose of clarification, do you seek the resumes of the primary contractor’s staff, or do you also require the resumes of each sub-contractor (interpreter)? If resumes are required of the subcontractor, would references from interpreting

agencies or interpreters be sufficient? Almost all clients served in this industry are served confidentially, which greatly limits an interpreter's ability to list business references.

Response: Only resumes of the primary contractor's staff are requested.

16. From p. 26, Section 6 – Availability of Key Personnel would Fulton County be able to provide the average number of interpreting assignments requested each year? This will assist our response regarding the percentage of time key personnel will spend on this project.

Response:

YEAR	TOTAL NUMBER OF ASSINGMENTS	TOTAL NUMBER OF CONTRACT HOURS
2010 thru August 31, 2010	157	807
2009	215	1,361
2008	111	936

17. From p. 30, 5.2.7 Professional License

Interpreting agencies are not required to have a Professional License. However, the subcontractors (interpreters) are required to have appropriate certification, per the specifications of this RFP. Does Fulton County wish to have evidence of the subcontractor's certification on file? If so, would a copy of their membership card, as issued by the national Registry of Interpreters for the Deaf, meet this requirement? This card lists certification and also confirms that the interpreter's certification is current.

- Since our agency is not required to be licensed in the State of Georgia, may we leave p. 47, Form G: Georgia Professional License Certification, blank?

Response: No subcontractor information is required. Provide RID affiliation of the prime contractor with RID.

18. From p. 37, Litigation Disclosure
Given that first-tier subcontractors (interpreters) must complete the Litigation Disclosure forms and have them notarized, would Fulton County consider extending the deadline for proposals by approximately 15 business days? Our subcontractors work offsite and are regularly on assignment during regular business hours. We'd like to ensure that we have as many subcontractors as possible included in this bid.

Response: Addendum 1 was issued extending the due date to 9/23; however, Addendum 2 is issued granting another extension through Thursday, September 30, 2010.

19. From p. 44, Form F: Georgia Security and Immigration Subcontractor Affidavit
- Should Fulton County determine that subcontractors must complete the specific affidavit form provided by the County, would you consider extending the deadline for bid submission by approximately 15 business days?

Response: See answers to no. 6 and 18 above.

20. From Section 7, Insurance and Risk Management Provisions
- For the purpose of clarification, can you confirm that company insurance documents, such as Worker's Comp coverage and General/Professional Liability insurance, can be submitted once an award is made, rather than with our bid, as long as a letter from the insurance carrier is submitted with the bid?
 - Under Item 5. Professional Liability, the following appears: "***Extended Reporting Period 3-5 Years**." Can you clarify the meaning of this statement?
 - Is it the County's expectation that all subcontractors be covered under each of the prime contractor's insurance policies?

Response:

Please see Section 7, Insurance and Risk Management Provisions, first paragraph that list the forms of evidence that are acceptable.

Extended Reporting Period – The extended reporting period would begin after the final completion and sign-off of the work performed. If a vendor is not able to provide, it is recommended that you recommend that their Professional Liability (E & O) policy is annually renewed for a minimum of three years, with evidence provide to Fulton County of each renewal.

The County will require that the vendor provide insurance coverage for all "Independent/Sub Contractors" for the entire term of the contract. The selected vendor must provide Proof of Insurance coverage prior to the start of any activities under the awarded contract

21. From Exhibit II, Cost Proposal Form
- May travel time and mileage charges, as well as our proposed policies related to these charges, be listed on this form?
 - What calculation does Fulton County wish to see in the "Total Hourly Fees Above" category of this form?
 - Upon contract renewal, does Fulton County allow for rate increases? Or, should such increases be built in to our initial proposal and be listed on the Cost Proposal Form?

Response:

No. Vendor will be reimbursed according to Fulton County mileage rate. Travel time for assignments is the actual time required for travel up to a maximum of 1 hour each way or a total of 2 hours per assignment.

Hourly rate should reflect rate for each assignment type and differential and does not include travel time. "Total Hourly Fees" should be calculated by adding the sum of all hourly fees for all assignments listed.

No rate increase will be allowed. Vendor should include all built-in cost in the initial proposal.

22. General questions:
- How many hours of service, including travel hours, were utilized by Fulton County in the prior contract year? What was the hourly rate charged to Fulton County for prior services?
 - Prior to bid submission, must we register with Fulton County as a vendor?

Response: See answer to no. 16 above and current rate schedule below:

ASSIGNMENT TYPE	HOURLY RATE
General	\$60
Medical/Behavioral Health	\$65
Legal	\$75
DIFFERENTIALS	
After Hours	Additional \$5 to each hour
Emergency	Additional \$10 to each hour
After Hours and Emergency	Additional \$15 to each hour

23. Please advise on when we can expect to find answers to questions submitted for Sign Language Bid. Your answers will help determine whether or not we are qualified to bid.

Response: Addendum No. 2 will be issued on 9/21/10.

24. We look forward to the opportunity to submit a proposal for Sign Language Services. Is there an incumbent vendor for these services, and if so, what rate is the charging for ASL services.

Response: Sign Language Interpreting Specialist is the incumbent. See no. 22 above for current rates.

25. From p. 15, 2.23 Authorization to Transact Business
- This section states that “the corporation prior to contract execution shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and... authorized to transact business in the State of Georgia.” This implies that this document may be submitted upon award. However, Exhibit I, Item 12, requires this documentation to be submitted with the bid. Can you clarify whether or not this document must be submitted with the bid?

Response: Exhibit I, Items 12 - 14 is not applicable to Proposers; therefore, not required to be submitted with proposal documents.



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL

DEPARTMENT: Human Services Department

BID/RFP# DESCRIPTION: Sign Language Interpreting Services

BID/RFP# NUMBER: 08ITB58276YC-AP

ORIGINAL APPROVAL DATE: December 19, 2007

RENEWAL PERIOD: FROM: January 1, 2010 TO December 31, 2010

RENEWAL OPTION # 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$ 110,000.00

COMPANY'S NAME: Sign Language Interpreting Specialist

ADDRESS: 3292 Thomas Bridge Road

CITY: Gainsville

STATE: Georgia

ZIP: 30506

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications for Bid/RFP# 08ITB58276YC-AP
(Person signing must have signature authority for the company/corporation)

NAME: Ruth Dubin (Print)
(CEO, President, Vice President)

VENDOR'S SIGNATURE: *Ruth Dubin* DATE 12/24/09

ATTEST:

NOTARY PUBLIC: *Diane King*
COUNTY: Hall

TITLE: _____

SEAL (Affix)

MY COMMISSION EXPIRES JUNE 30, 2011
Notary Public-Hall County, Georgia
MY COMMISSION EXPIRES MAY 22, 2011

ATTEST:

FULTON COUNTY, GEORGIA

JOHN H. EAVES, CHAIRMAN
BOARD OF COMMISSIONERS

DATE: _____

MARK MASSEY
CLERK TO THE COMMISSION

DATE: _____

DEPARTMENT AUTHORIZES RENEWAL OPTION ON THE AFOREMENTIONED BID/RFP:

DEPARTMENT HEAD: _____ (Print)

DEPARTMENT HEAD SIGNATURE: _____ DATE _____

- *BOC Chairperson's signature required on renewals \$ 50,000.00 or more or any Bid/RFP previously approved by the Board of Commissioners of Fulton County.*
- *Renewed/Current Insurance Certificate attached (if required) []*
- *Current Performance and Payment Bonds attached (if required) []*
- *Minimum of four (4) signature pages required*



Fulton County, GA

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(CEO, President, Vice President)

VENDOR'S SIGNATURE: *Ruth Dubin* DATE 12/24/09

ATTEST:

NOTARY PUBLIC: *Dianne King*

TITLE: _____

COUNTY: Hall

SEAL (Affix)

MY COMMISSION EXPIRES: _____

ATTEST:

DIANNE KING
Notary Public-Hall County, Georgia
MY COMMISSION EXPIRES MAY 22, 2011

FULTON COUNTY, GEORGIA

JOHN H. EAVES, CHAIRMAN
BOARD OF COMMISSIONERS

DATE: _____

MARK MASSEY
CLERK TO THE COMMISSION

DATE: _____

DEPARTMENT AUTHORIZES RENEWAL OPTION ON THE AFOREMENTIONED
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DEPARTMENT HEAD SIGNATURE: _____ DATE _____

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- *Renewed/Current Insurance Certificate attached (if required) []*
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Fulton County, GA

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NAME: Ruth Dubin (Print)
(CEO, President, Vice President)

VENDOR'S SIGNATURE: *Ruth Dubin* DATE 12/24/09

ATTEST:

NOTARY PUBLIC: *Dianne King*

TITLE: _____

COUNTY: *Hall*

SEAL (Affix)

MY COMMISSION EXPIRES DIANNE KING
Notary Public-Hall County, Georgia
MY COMMISSION EXPIRES MAY 22, 2011

ATTEST:

FULTON COUNTY, GEORGIA

JOHN H. EAVES, CHAIRMAN
BOARD OF COMMISSIONERS

DATE: _____

MARK MASSEY
CLERK TO THE COMMISSION

DATE: _____

DEPARTMENT AUTHORIZES RENEWAL OPTION ON THE AFOREMENTIONED
BID/RFP:

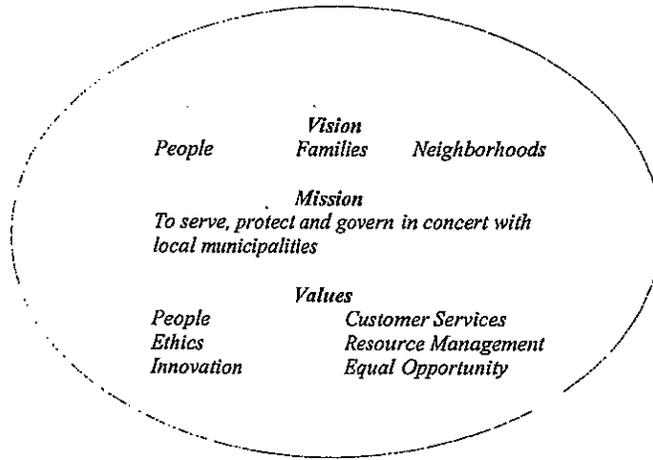
DEPARTMENT HEAD: _____ (Print)

DEPARTMENT HEAD SIGNATURE: _____ DATE _____

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- *Minimum of four (4) signature pages required*



FULTON COUNTY



CONTRACT DOCUMENTS FOR

08ITB58276YC-AP

Sign Language Interpreting Services

For

the Human Services Department

Proposed Changes: June 6, 2008

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CONTRACT AGREEMENT

Contractor: **Sign Language Interpreting Specialist, Inc**

Contract No.: **08ITB58276YC-AP**

Address: **130-C John Morrow Parkway PMB 114**
City, State **Gainesville, GA 30501**

Telephone: **770-531-0700**

Facsimile: **770-947-0894**

Contact: **Ruth Dubin**

This Agreement made and entered into effective the 16th day of April, 2008 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Sign Language Interpreting Specialist, Inc** to provide professional consulting services in Georgia, hereinafter referred to as "**Contractor**".

WITNESSETH

WHEREAS, County through its **Human Services Department** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform **Sign Language Interpreting Services**, hereinafter, referred to as the "**Project**".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on April 19, 2008 – Item No. 08-0377.

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. DESCRIPTION OF PROJECT:

County and Contractor agree the Project is to perform sign language interpreting 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 SERVICES

Sign Language Interpreting Services

A. Specific Requirements

Failure to respond to all requirements of this bid may result in the rejection of the bid.

Service dates and times will be specified at time of order placement. The bidder is required to respond to a request in accordance with the following criteria:

Emergency requests: will be provided within eight (8) hours

Urgent requests: will be provided within twenty-four (24) hours

Routine requests: will be provided within FORTY-EIGHT (48) hours

Comply: _____yes (01a) _____no (01b)

Services will be provided for the Board of Commissioners Meetings; disability affairs (CODA) meetings; and other County sponsored meetings, activities, and events, as needed throughout Fulton County. The average duration of these meeting is as follows:

Board of Commissioners meetings	4 – 8 hours
CODA meetings	2 – 4 hours

Interpreters will rotate in fifteen (15) minute intervals during the meetings, and/or as necessary and appropriate for a specific meeting/event.

Comply: _____yes (02a) _____no (02b)

Definitions for types of interpreters:

1. **Interpretation** - to take a person's spoken or "signed" communication, intent and inflections and to appropriately articulate them in either a voiced or *signed* format, consecutively, or simultaneously.
2. **Qualified interpreting** – any person certified as an interpreter through the National Registry of Interpreters for the Deaf (RID), or approved as an interpreter by the Georgia Quality Assurance Certification (QA)
3. **RID**– National Registry of Interpreters for the Deaf.
4. **GRID** - Georgia Registry of Interpreters for the Deaf.
5. **QA** – Quality Assurance Certification.

6. **CI** – Certificate of Interpretation
7. **CT** – Certificate of Transliterating
8. **CSC** – Comprehensive Skills Certificate

All interpreters must possess state and/or National Certification. Proof of Certification must be submitted with this invitation to bid. A list identifying state and/or nationally certified interpreters employed by the vendor must be submitted with this bid.

Comply: _____yes (03a) _____no (03b)

It is preferred that the successful vendor be able to provide certified sign language interpreters who have background experience and knowledge of terminology utilized in areas such as legal/courtroom, financial and medical.

Comply: _____yes (04a) _____no (04b)

Submit a statement informing the Fulton County Human Services Department of your company's cancellation policy:

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease. The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the County as liquidated damages for such failure.

Price increases for renewal periods shall not exceed the consumer price index (CPI) as published by the Bureau of Labor Statistics of the U.S. Department of

Labor with particular reference to the average shown on such index for all items for the Atlanta Metropolitan area.

ARTICLE 5. SERVICES PROVIDED BY COUNTY

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

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

ARTICLE 6. MODIFICATIONS

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

ARTICLE 7. SCHEDULE OF WORK

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice

to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. CONTRACT TERM

Any award made as a result of this bid shall be for twelve (12) months from the date of award by the Board of Commissioners. The County reserves the right for an option of two (2) additional twelve (12) month renewal period pending approval by the Board of Commissioners, vendor satisfactory performance and the availability of departmental appropriated funding. Renewal year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered under this solicitation and subsequent contract unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the consumer price index. The term "consumer price index" shall mean the consumer price index published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms

ARTICLE 9. COMPENSATION

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

The total contract amount for the Project shall not exceed **\$45,236.00**, which is full payment for a complete scope of services.

ARTICLE 10. PERSONNEL AND EQUIPMENT

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

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

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for

changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. SUSPENSION OF WORK

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

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

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

ARTICLE 12. DISPUTES

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

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

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

ARTICLE 14. TERMINATION FOR CONVENIENCE OF COUNTY

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

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

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

ARTICLE 15. WAIVER OF BREACH

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

ARTICLE 16. INDEPENDENT CONTRACTOR

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

ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

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

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

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

ARTICLE 18. INDEMNIFICATION

Contractor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors,

officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

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

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

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 20. INSURANCE

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

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

ARTICLE 21. PROHIBITED INTEREST

Section 21.01 Conflict of interest:

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

Section 21.02 Interest of Public Officials:

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

ARTICLE 22. SUBCONTRACTING

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

ARTICLE 23. ASSIGNABILITY

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

ARTICLE 24. ANTI-KICKBACK CLAUSE

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

ARTICLE 25. AUDITS AND INSPECTORS

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

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

ARTICLE 26. ACCOUNTING SYSTEM

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

ARTICLE 27. VERBAL AGREEMENT

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

ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

Yvonne Gilchrist
Human Services Department
115 Martin Luther King Jr. Drive, Suite 400
Atlanta, Georgia 30303
Telephone: 404-730-7944
Facsimile: 404-730-6889
Attention: Nicola Hosier

With a copy to:

Fulton County Department of Purchasing
Purchasing Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Facsimile: (404) 893-6273
Attention: Jerome Noble

Notices to Contractor shall be addressed as follows:

Ruth Dubin
130-C John Morrow Parkway PMB 114 Gainesville, GA 30501
Telephone: **770-531-0700**
Facsimile: **770-947-0894**
Attention: **Ruth Dubin**

ARTICLE 29. JURISDICTION

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 that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

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

ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE 31. FORCE MAJEURE

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

ARTICLE 32. OPEN RECORDS ACT

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

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

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

ARTICLE 34. INVOICING AND PAYMENT

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

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

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

Office of Disability Affairs
115 Martin Luther King Jr. Drive, Suite 300
Atlanta, Georgia 30303
Telephone: 404-730-7390
Facsimile: 404-730-7963
Attention: Gloria Eslick/Donna Ector

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

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

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

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

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

ARTICLE 35. NON-APPROPRIATION

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

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

ARTICLE 36. WAGE CLAUSE

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

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

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

**Sign Language Interpreting
Specialist, Inc.**

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Yvonne Gilchrist
Human Services Department Director

ADDENDA

N/A

EXHIBIT A

GENERAL CONDITIONS

FULTON COUNTY PURCHASING DEPARTMENT

BID GENERAL REQUIREMENTS

Sign Language Interpreting Services

- 2.0** The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.
1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
 2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder
 3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when

multiple copies of the Bid are specifically requested in the solicitation

4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separated sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

6. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
7. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the

total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.

8. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
9. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
10. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
11. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
12. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
13. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
14. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or

manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact Equivalent: or "alternate". The factors to be considered are function, design, materials, construction, workmanship, workmanship finishes, operating features, overall quality, local services facilities, warranty terms and service and other relevant features of item(s) Bid.

15. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
16. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
17. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
18. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
19. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.

20. As a successful Bidder providing any equipment which requires fitting and assembly the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
21. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
22. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
23. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
24. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections

as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.

25. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
26. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
27. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
28. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
29. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A 36-91-1 et seq) may withdrawn as follows:

Competitive sealed Bids (Bid) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
30. In the evaluation of the Bids, any award will be subject to the Bid being:

- A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - B. Lowest cost to the County over projected useful life.
 - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
31. All bids 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.
32. All bids 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). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
33. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
34. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are

authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
- 35. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
 - 36. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

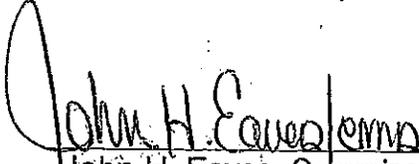
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

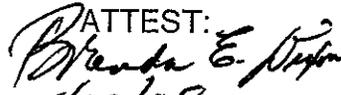
FULTON COUNTY, GEORGIA

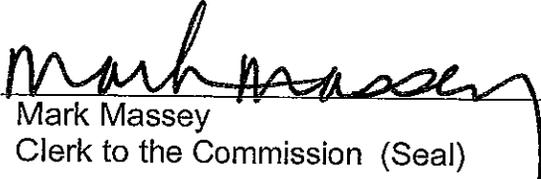
Sign Language Interpreting Specialist, Inc.


John H. Eaves, Commission Chair
Board of Commissioners


Ruth A. Aubrey, SLIS, Inc.

ATTEST:

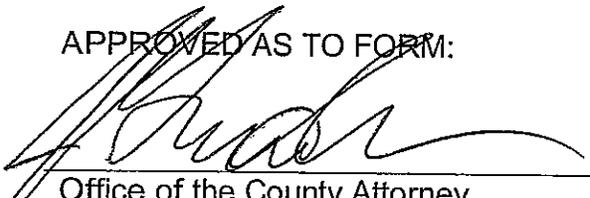
ATTEST:

4/23/08


Mark Massey
Clerk to the Commission (Seal)

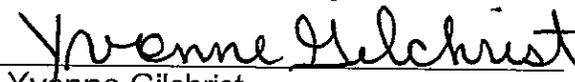
Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:


Office of the County Attorney

APPROVED AS TO CONTENT:


Yvonne Gilchrist
Human Services Department Director 

ITEM # 08-0377 RCS 4/16/08
RECESS MEETING

EXHIBIT 1

Required Proposal Submittal Check List for Request to Proposal (RFP)

The following submittals shall be completed and submitted with each proposal (see table below "Required Proposal Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) CD's as required in Section 3.1.2 of the RFP.

Item #	Required Proposal Submittal Check List	Check (✓)
1	One (1) Proposal marked " Original ", five (5) CD's	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	<i>PURCHASING Items below should match information requested in the Technical Proposal Format and Content of Section 3 of the RFP</i> Executive Summary Technical Approach/Detailed Work Plan Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Location of Firm Disclosure Form and Questionnaire	
9	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License	
10	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	

EXHIBIT 1**Required Proposal Submittal Check List for Request to Proposal (RFP)**

	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	