

STATE OF GEORGIA;
COUNTY OF FULTON:

INTERGOVERNMENTAL SERVICES AGREEMENT

This INTERGOVERNMENTAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20TH day of DECEMBER, 2007 by and between the Georgia State Financing and Investment Commission ("GSFIC") an instrumentality in the executive branch of government of the state of Georgia, created pursuant to Article VII Section IV Paragraph VII and O.C.G.A. 50-17-1 *et seq.*, and the Department of Administrative Services ("DOAS"), an agency in the executive branch of government of the State of Georgia, created pursuant to O.C.G.A. §50-5-1 *et seq.*.

WITNESSETH THAT:

WHEREAS, both GSFIC and DOAS are constitutionally and statutorily empowered to enter into this agreement for the provision of services and for the joint or separate use of facilities and equipment pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement not exceeding 50 years;

WHEREAS, OCGA 50-17-22(b)(2) authorizes the GSFIC Construction Division to acquire and construct projects for the benefit of any department or agency of the state; or to contract with any such department or agency for the acquisition or construction of projects under policies, standards, and operating procedures to be established by GSFIC;

WHEREAS, OCGA 50-5-72 also authorizes DOAS to oversee the procurement of construction projects;

WHEREAS DOAS seeks to consolidate the procurement of construction projects by allowing GSFIC to administer procurements and contracts for small construction projects as set forth in the attached Exhibit A;

NOW, THEREFORE, in consideration of the premises and their mutual promises, covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **The Undertaking.** Effective January 1, 2008, GSFIC will, on behalf of DOAS, administer agency-funded small construction projects which are otherwise not required to be procured and administered by GSFIC pursuant to OCGA 50-17-22 (b)(2) but would nevertheless benefit from GSFIC's architectural and engineering expertise in construction matters. Such small construction projects shall be limited to public works projects and shall be administered as more specifically set forth in the attached Exhibit A.
2. **Termination.** Either party may terminate this agreement upon 90 (ninety) days written notice to the other.

3. Limitations.

a. The parties to this Agreement have the relationship of independent contractors to each other, and nothing herein shall be construed to make either party an agent, employee, partner or joint venturer of the other.

b. The parties to this Agreement acknowledge and agree that this is a limited, partial undertaking. This agreement does not purport to address, or resolve all issues which may arise as that goal is attained, nor is it intended to provide complete or partial solutions for any matters which may involve third parties. The parties hereto agree to work together in good faith to resolve any employment or staff implementation issues which arise and are not addressed in this Agreement.

4. No Assignment. This Contract shall not be assigned.

5. Compliance With All Applicable Laws, Rules and Regulations. The parties shall comply with all applicable laws, rules and regulations of the United States and the State of Georgia. In particular, the parties agree:

a. That the conflict-of-interest laws contained in O.C.G.A. §45-10-1 *et seq.* will not be violated by this agreement; and

b. That the parties will be in compliance with the Federal and State Drug-free Workplace statutes.

6. Governing Law. This agreement shall be governed by the laws of the State of Georgia.

7. Notices. All notices hereunder shall be delivered by either party to the other at the address and emails of the parties set forth below.

For Georgia State Financing and Investment Commission:

Director of Procurement Services
Office of the State Property Officer
270 Washington Street, 2nd floor
Atlanta, Georgia 30334
e-mail: rsawyer@gsfic.ga.gov

For Department of Administrative Services:

Assistant Commissioner
State Purchasing Division
200 Piedmont Avenue
Suite 1308 West Tower
Atlanta, Georgia 30334
e-mail: tgibney@doas.ga.gov

Either party may from time to time by notice to the other designate a different address to which notices shall be sent.

8. **Entire Agreement.** This agreement sets forth the entire understanding between the parties relating to the limited subject matter contained herein and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. It is understood and agreed that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed as of the day and year first above-stated.

**GEORGIA STATE FINANCING AND
INVESTMENT COMMISSION**



Kevin Clark
Executive Secretary
Director of the Construction Division

**DEPARTMENT OF
ADMINISTRATIVE SERVICES**



Brad Douglas
Commissioner

EXHIBIT A

General

DOAS shall transfer its construction procurement responsibilities to GSFIC. DOAS will communicate to its client Agencies the effective date and general purposes for the transfer. GSFIC and DOAS will work together to "roll-out" the change initiative to all stakeholders, communicate benefits and ramifications; and will actively respond to alleviate adverse impacts. Overall, both DOAS and GSFIC will endeavor to assure the smooth transfer of responsibility from DOAS to GSFIC.

Scope

Acquisitions impacted by the transferred procurement responsibility will be limited to "Public Works Construction". "Public Works Construction", as used herein, shall mean the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property. Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property. Any "gray" areas of construction/facility-related services needed by agencies and requested of GSFIC Procurement Services will be reviewed by GSFIC and handled to the extent deemed appropriate, although coordination with DOAS may be necessary. Procurement of routine maintenance of facilities, equipment provision or replacement, and normal commodity and service purchases unrelated to facility capital improvements will continue to be handled by the Using Agencies and/or DOAS as appropriate. If GSFIC receives a request to administer a procurement which is outside the scope of this agreement (i.e. GSFIC believes the procurement is one for routine maintenance of facilities, equipment provision or replacement, and normal commodity and service purchases unrelated to facility capital improvements), GSFIC will promptly notify DOAS.

Funding and Delegated Authority

For those projects where the Using Agency will be holding the contract(s) with the vendor(s), GSFIC shall require confirmation by the Using Agency that funding is in place prior to release of procurement documents. For those projects in which the contract(s) with vendor(s) are held by GSFIC, GSFIC shall require that Using Agency transfer full funding to GSFIC prior to release of procurement documents. However, GSFIC's services shall not be considered a method for Using Agencies to avoid lapsing of funds at fiscal year end, and all responsibility for funding extensions, shortages or lapses rests with the Using Agency.

DOAS will provide information on the "delegated authority" levels which DOAS assigns for specific Using Agencies and GSFIC and DOAS will jointly administer this delegated authority as it relates to procurement processes for construction.

GSFIC shall procure and administer contracts for projects which are funded in whole or in part with bond proceeds, and any projects for which the corresponding contract is

signed by GSFIC, as prescribed by prevailing GSFIC requirements for such procurements.

GSFIC Procurement Service Parameters

For those projects using State/Using Agency operational funds in which the contract will be held by the Using Agency, and if a new competitive procurement is deemed necessary, GSFIC shall procure goods and services related to construction for "DOAS" Agencies in a manner consistent with those procedures prescribed by DOAS mandates. This will include advertising, solicitation, bidding, award, contracting, and protest receipt and handling. GSFIC will review and decide any protests in accord with existing protest procedures of the agency that called for the bids or performed the function that is under protest. For example, if GSFIC calls for bids on behalf of DOAS, any bid protest would be decided by GSFIC utilizing GSFIC protest procedures. GSFIC will review protests in all other scenarios (bond funding, GSFIC holding contract, etc.) as GSFIC determines appropriate. GSFIC Procurement Services section shall establish and enforce procedures related to bidding/proposal process integrity, such as Restriction of Communication, etc., and shall determine method of bid package/plan issuance.

GSFIC shall be authorized to procure professional services for projects on behalf of the Using Agency as may be necessary, in a manner consistent with existing GSFIC requirements and O.C.G.A. 50-22-1 et. seq.

For proper authorization and clarity of scope and conditions, GSFIC will require a straightforward agreement document between GSFIC and the customer Agencies, and will engage Using Agencies upon a first-come, first-serve basis. Upon receipt of desired specifications/scopes of work from Using Agencies, GSFIC Procurement Services or Construction Services sections may require project specification and/or plan revision, and may apply additional general and special conditions to service providers. GSFIC may determine the need for, and require, additional design, or certification of design documents including structural engineering review/stamp, electrical code compliance, and State Fire Marshall review, among other possible compliance requirements. GSFIC Construction Services will assist Using Agencies with the above requirements.

GSFIC will implement a project numbering procedure and system which will allow GSFIC, DOAS, and Using Agencies to properly track projects and funds. GSFIC will have final decision on project numbering methodology to prevent disruption of current project numbering and to coordinate well with existing GSFIC database.

Additional GSFIC Services

In addition to accepting construction procurement responsibility, GSFIC may provide certain other related and peripheral services, including, but not limited to, plan/specification Review, various levels of Project Management, and other project-related services. GSFIC will provide Using Agencies with information on services available, policies, engagement instructions and contact information, and supplement the information as changes in services occur.

Contracting

GSFIC shall contract for construction (General Contractor) projects by issuance of appropriate construction agreements, in consideration of factors such as i) legal and code compliance; ii) strategic importance (market conditions, etc.); and iii) coordination and/or adherence to State initiatives (Statewide Construction Manual, etc.) GSFIC shall have the ability to utilize any GSFIC-approved Professional Services contracts as necessary to accompany the construction agreement(s) or for work associated with the project(s).

GSFIC shall be authorized to utilize GSFIC pre-selected contractors (Task Order, Job Order, etc.) for work on Using Agency projects if deemed by GSFIC to be in best interest of the State, and shall do so in accordance with GSFIC policy. GSFIC may utilize DOAS pre-selected contractors and service providers (Task Order, Job Order, Agency and Statewide Contractors) where appropriate.