REQUEST FOR QUALIFICATION: 16RFP09092016A-CJC

2017- Comprehensive HIV Prevention Program for Fulton and DeKalb Counties

For

Health and Wellness

RFQ ISSUANCE DATE: Monday, September 12, 2016
RFQ DUE DATE AND TIME: Thursday, October 20, 2016@11:00 A.M.
PRE-PROPOSAL CONFERENCE DATE: Thursday, Sept. 22, 2016@10:00a.m
PURCHASING CONTACT: Charlie Crockett at (404) 612-5807
E-MAIL: charlie.crockett@fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303
# Comprehensive HIV Prevention Program for Fulton and DeKalb Counties

## TABLE OF CONTENTS

### 1.0 INTRODUCTION

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Project Description</td>
<td>1-1</td>
</tr>
<tr>
<td>1.2 Method of Source Selection</td>
<td>1-1</td>
</tr>
<tr>
<td>1.3 Background</td>
<td>1-1</td>
</tr>
<tr>
<td>1.4 County Objectives</td>
<td>1-1</td>
</tr>
<tr>
<td>1.5 Obtaining the RFQ</td>
<td>1-1</td>
</tr>
<tr>
<td>1.6 Subcontracting Opportunities</td>
<td>1-2</td>
</tr>
<tr>
<td>1.7 Pre-Qualification Conference</td>
<td>1-2</td>
</tr>
<tr>
<td>1.8 Qualification Due Date</td>
<td>1-2</td>
</tr>
<tr>
<td>1.9 Delivery Requirements</td>
<td>1-3</td>
</tr>
<tr>
<td>1.10 Contact Person and Inquiries</td>
<td>1-3</td>
</tr>
</tbody>
</table>

### 2.0 INSTRUCTIONS TO PROPOSERS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Procurement Process</td>
<td>2-1</td>
</tr>
<tr>
<td>2.2 Contract/Definitions</td>
<td>2-1</td>
</tr>
<tr>
<td>2.3 No Contact During Procurement Process</td>
<td>2-2</td>
</tr>
<tr>
<td>2.4 Clarification &amp; Addenda</td>
<td>2-3</td>
</tr>
<tr>
<td>2.5 Term of Contract</td>
<td>2-4</td>
</tr>
<tr>
<td>2.6 Required Submittals</td>
<td>2-6</td>
</tr>
<tr>
<td>2.7 Qualification Evaluation</td>
<td>2-6</td>
</tr>
<tr>
<td>2.8 Disqualification of Proposers</td>
<td>2-6</td>
</tr>
<tr>
<td>2.9 Reserved Rights</td>
<td>2-6</td>
</tr>
<tr>
<td>2.10 Applicable Laws</td>
<td>2-7</td>
</tr>
<tr>
<td>2.11 Insurance and Risk Management Provisions</td>
<td>2-7</td>
</tr>
<tr>
<td>2.12 Accuracy of RFQ and Related Documents</td>
<td>2-7</td>
</tr>
<tr>
<td>2.13 Responsibility of Proposer</td>
<td>2-8</td>
</tr>
<tr>
<td>2.14 Confidential Information</td>
<td>2-8</td>
</tr>
<tr>
<td>2.15 County Rights and Options</td>
<td>2-8</td>
</tr>
<tr>
<td>2.16 Cost of Qualification Preparation and Selection Process</td>
<td>2-10</td>
</tr>
<tr>
<td>2.17 Termination of Negotiations</td>
<td>2-10</td>
</tr>
<tr>
<td>2.18 Wage Clause</td>
<td>2-10</td>
</tr>
<tr>
<td>2.19 Additional or Supplemental Information</td>
<td>2-11</td>
</tr>
<tr>
<td>2.20 Reporting Responsibilities</td>
<td>2-11</td>
</tr>
<tr>
<td>2.21 Georgia Security and Immigration Compliance Act</td>
<td>2-11</td>
</tr>
<tr>
<td>2.22 Authorization to Transact Business</td>
<td>2-12</td>
</tr>
<tr>
<td>2.23 Right to Protest</td>
<td>2-12</td>
</tr>
<tr>
<td>2.24 Non-Collusion</td>
<td>2-12</td>
</tr>
<tr>
<td>2.25 Certificate of Acceptance of RFQ Requirements</td>
<td>2-13</td>
</tr>
<tr>
<td>2.26 Exceptions to County’s Contract</td>
<td>2-13</td>
</tr>
<tr>
<td>2.27 Certification Regarding Debarment</td>
<td>2-13</td>
</tr>
<tr>
<td>2.28 General Requirements</td>
<td>2-12</td>
</tr>
</tbody>
</table>

### 3.0 QUALIFICATION REQUIREMENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Submission Requirements</td>
<td>3-1</td>
</tr>
<tr>
<td>3.1.1 Qualification Submission Date and Submittal Format</td>
<td>3-1</td>
</tr>
</tbody>
</table>
TABLE OF CONTENTS

3.1.2 Number of Copies .................................................. 3-2
3.2 Overview of Qualification Requirements .................................. 3-2
3.3 Scope of Work ................................................................... 3-2
3.4 Technical Qualification Format and Content ............................ 3-2
3.5 Cost Qualification Format and Content .................................. 3-5

4.0 EVALUATION CRITERIA ...................................................... 4-1
4.1 Qualification Evaluation Criteria .......................................... 4-1

5.0 QUALIFICATION FORMS .................................................... 5-1
5.1 Introduction .................................................................... 5-1
5.2 Qualification Forms

Form A – Georgia Security and Immigration Contractor Affidavit and Agreement
Form B – Georgia Security and Immigration Subcontractor Affidavit
Form C – Disclosure Form and Questionnaire
Form D – Professional License
Form E – Local Preference Affidavit of Bidder/Offeror
Form F – Service Disabled Veteran Preference Affidavit of Bidder/Offeror

6.0 CONTRACT COMPLIANCE REQUIREMENTS ......................... 6-1

6.1 Non-Discrimination in Contracting and Procurement
6.2 Required Forms and EBO Plan
   Exhibit A – Promise of Non-Discrimination
   Exhibit B – Employment Report
   Exhibit C – Schedule of Intended Subcontractors
   Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service
   Exhibit E – Declaration Regarding Subcontracting Practices
   Exhibit F – Joint Venture Affidavit
   Exhibit G – Prime Contractor/Subcontractor Utilization Report

7.0 INSURANCE AND RISK MANAGEMENT PROVISIONS .............. 7-1

8.0 SAMPLE CONTRACT .......................................................... 8-1

9.0 EXHIBITS ....................................................................... 9-1

Exhibit 1: Request for Qualification (RFQ) Submittal Checklist
Exhibit 2: Budget Proposal
Exhibit 3: Work Plan
Exhibit 4: Agency Proposal Overview
SECTION 1
INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia ("County") is requesting Qualifications from service providers located in Fulton County, GA and DeKalb County, GA to conduct HIV Prevention Services; including Routine Opt-Out Human Immunodeficiency Virus (HIV) Testing; Targeted and Expanded HIV Testing; Linkage to HIV Care and Prevention Services for HIV-positive persons; HIV Prevention with High-Risk HIV-Negative Persons; Couples HIV Testing and Counseling; Social Network Strategy; and Condom Distribution, particularly for people living with and at greatest risk of HIV infection. The corresponding contracts under this Request for Qualifications will be utilized by the Fulton County Department of Health and Wellness High Impact HIV Prevention Program.

Through the issuance of this Request for Qualification ("RFQ" and/or "Qualifications"), the County is soliciting Qualifications from qualified Proposers for the 2017-Comprehensive HIV Prevention Program for Fulton and DeKalb Counties.

Qualifications provided in response to this RFQ that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the 2017-Comprehensive HIV Prevention Program for Fulton and DeKalb Counties to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFQ.

1.2 METHOD OF SOURCE SELECTION: This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this Qualification is Code Section 102-375, Competitive Selection Procedures for Professional and Consultant Services.

1.3 BACKGROUND

Fulton County Department of Health and Wellness (FCDHW) operate under the direction of the Fulton County Board of Commissioners and administration of the District Health Director. FCDHW is the largest county health department in Georgia. The department provides services to thousands of individuals annually and employs a sizable workforce of healthcare professionals and support staff. FCDHW has over 60 years of experience in providing preventive care and treatment to the citizens of Fulton County. FCDHW’s vision is to provide the best public health services in the State of Georgia. The departmental mission is to promote, protect and assure the health and wellness of the people of Fulton County. FCDHW operates several health centers throughout the metro Atlanta...
area and is comprised of Communicable Disease Prevention, Environmental Health, Vital Records, Women’s Health, Family Planning, WIC Nutrition Program, Immunizations, Emergency Management, TB Control, and Health Promotion.

The Communicable Disease Prevention Branch (CDPB) is administered under FCDHW and operates three clinics at the Aldredge Health Center location; Sexually Transmitted Infections (STI) Clinic, Ryan White Primary Care Clinic, and the Tuberculosis (TB) Clinic. Other programs housed at the CDPB include; Epidemiology (STI and Tuberculosis), STI Community Outreach, STI Surveillance, and Medical Records. The Branch has a federally licensed CLIA approved laboratory for HIV and STI diagnosis (syphilis, chlamydia, gonorrhea). The CDPB provides a full array of support services; STI case management, treatment, Partner Services, and STI/TB prevention and education. Comprehensive services are provided to support HIV positive individuals through the Ryan White Program including, HIV medical care, mental health and substance abuse treatment, case management, dental, and HIV support groups.

**HIV Epidemic**

For over 30 years, Human Immunodeficiency Virus (HIV), the virus that causes AIDS, has affected millions throughout the United States. According to the Centers for Disease Control and Prevention (CDC), by the end of 2014, approximately 1.2 million persons ages 13 years and older were living with HIV infection, and about 40,000 infections are diagnosed each year in the U.S. There are approximately 156,300 (12.8%) persons who were unaware of their HIV infection. In recent years, deaths among persons in the U.S. living with HIV have declined, while the number of people living with HIV has increased.


**Persons Living with HIV infection and Stage 3 (AIDS), Georgia, through December 31, 2014:**

- Georgia was ranked fifth highest in the nation for total number of adults and adolescents living with HIV infection in 2013. Note: HIV infection includes both HIV (not AIDS) and AIDS. HIV infection is classified as stage 1 (CD4 count>500), stage 2 (200-499), and stage 3 (<200)
- As of December 31, 2014, the total number of persons living with HIV infection in Georgia was 53,230. Of these, 53% (28,134) had stage 3 disease, or AIDS.
- The number of persons living with HIV has steadily increased as a result of effective treatment.
- Among the 18 Public Health Districts of Georgia, Fulton and DeKalb had the highest numbers and rates of persons living with HIV infection. Two-thirds (66%) of persons living with HIV infection in 2014 resided in the Atlanta, Metropolitan Statistical Area (MSA).
New Diagnosis of HIV infection and Stage 3 (AIDS), Georgia 2014

- Georgia was fifth highest in the nation for the total number of new diagnoses of HIV infection in 2014.
- There were 2,640 new HIV diagnoses in 2014 in Georgia; New HIV diagnoses have been slowly declining year to year.
- There were 1320 diagnoses of Stage 3 (AIDS) in Georgia in 2014; these are persons diagnosed with AIDS at initial diagnosis and persons who were previously diagnosed with HIV who were diagnosed with AIDS in 2014.
- In 2014, in Georgia, 23% of persons diagnosed with HIV were diagnosed with AIDS within 3 months, in other words they tested late. Late testing results in missed opportunities for prevention and treatment of HIV infection and emphasizes the need for earlier testing, linkage, and retention in care for persons living with HIV infection.
- Since the advent of highly active antiretroviral therapy in the mid- nineties, deaths due to AIDS have declined substantially. There were 683 (preliminary data) deaths among persons with HIV in Georgia in 2014.
- Eighty percent (2,102) of those diagnosed with HIV infection in Georgia during 2014 were male and 20% (521) were female. Nine transgender persons were diagnosed with HIV in 2014.
- Sixty-five percent (1719) of new diagnoses of HIV infection in Georgia were among Blacks. Fourteen percent of the new HIV infections lacked information on race/ethnicity.
- The highest number of new HIV diagnoses in Georgia during 2014 occurred among males 20-29 years of age.
- Seventy-five percent of males 13 years and older diagnosed with HIV were men who have sex with men.
- Eighty-one percent of females 13 years and older diagnosed with HIV were heterosexual contacts.

To better address the epidemic, in January 2012, the Centers for Disease Control and Prevention (CDC) began awarding HIV prevention funding for health departments in states, territories, and select cities that revising the way the agency funds health departments. The new approach features better geographic targeting of resources and a greater focus on the highest-impact prevention strategies. This approach embodies CDC’s commitment to “High-Impact Prevention” – using programs and other scalable interventions that have demonstrated the potential to reduce new HIV infections in the right populations in order to yield a greater impact on the HIV epidemic. Expanding direct funding to key cities helps to ensure that funding reaches major urban areas where HIV is concentrated in the United States. High-Impact Prevention is essential to achieving the ambitious HIV prevention goals of the National HIV/AIDS Strategy (NHAS), which was implemented in 2010. CDC’s new approach to HIV prevention funding for health departments is an important step toward focusing prevention resources on the areas and interventions where they are needed most.
Through this change, Fulton County Department of Health and Wellness (FCDHW) was awarded five-year funding from CDC, under Funding Opportunity Announcement PS12-1201, Comprehensive HIV Prevention for Health Departments. Through this cooperative agreement, FCDHW developed and implemented the High Impact HIV Prevention Program (HIPP). As CDC provided direct funding to FCDHW to support the epidemic in the metro Atlanta area, a new HIV prevention planning group was established; City of Atlanta (Fulton/DeKalb Counties) Jurisdictional Prevention Planning Group (JPPG). HIPP provides and coordinates HIV prevention services within the department and throughout jurisdiction. DeKalb County Board of Health (DCBOH) is a major partner and is funded by FCDHW to provide High Impact HIV prevention services in DeKalb County. In 2016, CDC announced that FCDHW would be awarded funding for one additional year, January 1, 2017 through December 31, 2017; referred to as a “Bridge Year”. During this bridge year, CDC has authorized HIPP to continue its high-impact prevention programs and services. Through this funding cycle, HIPP is seeking to develop new and enhance existing strategies for community-based HIV prevention programs that aim to achieve the goals of its current and future CDC cooperative agreements.

High Impact HIV Prevention Program
FCDHW High Impact HIV Prevention Program (HIPP) is funded by the Centers for Disease Control and Prevention (CDC) and is operated within the CDPB. HIPP provides comprehensive HIV prevention services; testing, linkage to care, partner services and condom distribution, designed to achieve the maximum impact in reducing new HIV infection, increasing access to care, improving health outcomes for people living with HIV, and promoting health equity.

Understanding the value and importance of collaboration, FCDHW and HIPP have traditionally partnered with agencies such as community clinics, shelters, and institutions of higher learning to expand HIV prevention efforts in the City of Atlanta jurisdiction. Further, collaborating with Community-Based Organizations (CBOs) has been critical in reaching affected communities to provide essential HIV prevention programs and services. CBOs are important partners because of their history, accessibility, and credibility in the community. In recent years, to further expand HIPP’s reach and impact the greatest number of people, FCDHW has partnered with high volume clinical settings that service populations targeted by HIPP. Through this project, it is anticipated that the program will continue partnering with large clinical sites and CBOs.

Relevant Work
The programs and services funded under this project are aligned to meet the objectives of the Centers for Disease Control and Prevention Funding Opportunity Announcement PS12-1201, Comprehensive HIV Prevention Programs for Health Departments (http://www.cdc.gov/hiv/funding/announcements/ps12-1201/index.html) and the National HIV/AIDS Strategy (https://www.aids.gov/federal-resources/national-hiv-aids-strategy/overview/). In addition to PS12-1201, this project builds upon the
work of previous and current HIV prevention programs for health departments and Community-Based Organizations, including:

**CDC-RFA-PS11-1113:**

**CDC-RFA-PS15-1502:**

**CDC-RFA-PS13-1308:**

**CDC-RFA-PS15-1510:**
http://www.cdc.gov/hiv/funding/announcements/ps15-1510/

**CDC-RFA-PS15-1509:**
http://www.cdc.gov/hiv/funding/announcements/ps15-1509/

**CDC-RFA-PS15-1506:**
http://www.cdc.gov/hiv/funding/announcements/ps15-1506/

### 1.3 COUNTY OBJECTIVES

The following are the County Objectives for this project:

In keeping with Fulton County’s strategic priority area, “All People are Healthy”, FCDHW endeavors to continue its efforts to reduce HIV infection rates through HIV testing, linkage to and retention in HIV care, supportive services, and condom distribution. The following are the County Objectives for this project:

- Reduce new HIV infections.
- Increase HIV testing in healthcare settings.
- Increase access to HIV care to improve health outcomes for people living with HIV.
- Increase awareness and educate communities about HIV and how to prevent it.

### 1.4 OBTAINING THE RFQ

This document and supporting documents can be downloaded at the Fulton County Website, [http://www.fultoncountyga.gov](http://www.fultoncountyga.gov) under “Bid Opportunities”.

### 1.5 SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County’s website, [http://www.fultoncountyga.gov](http://www.fultoncountyga.gov) under “Subcontracting Bid Opportunities”.

### 1.7 PRE-QUALIFICATION CONFERENCE

The County will hold a Pre-Qualification Conference, on **Thursday, September 22, 2016 at 10:00 A.M.**, in the Purchasing Bid Conference Room of the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130
Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Qualification Conference is voluntary for responding to this RFQ, however Proposers are encouraged to attend. The purpose of the Pre-Qualification Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFQ.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: rholanda.stanberry@fultoncountyga.gov.

1.8 QUALIFICATION DUE DATE

All Qualifications are due in the Department of Purchasing of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before Thursday, October 20, 2016 at 11:00 A.M., legal prevailing time. All submitted Qualifications shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing. Any Qualifications received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The Qualification due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her Qualification delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a Qualification is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFQ shall be submitted in writing to the Purchasing Department contact person, Charlie Crockett, Chief Assistant Purchasing Agent, 130 Peachtree Street, S.W., Atlanta, GA 30303, Fax# 404-893-1737 or charlie.crockett@fultoncountyga.gov. Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.
SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their Proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

**Addendum** – Revision to the RFQ documents issued by the County prior to the receipt of Qualifications.

**Agreement** – refers to the executed contract between the County and Contracting Entity.

**Award** - Financial assistance that provides support or stimulation to accomplish a public purpose. Awards include grants and other agreements (e.g., cooperative agreements) in the form of money, or property in lieu of money, by the federal government to an eligible applicant.

**Budget Period or Budget Year**: The duration of each individual funding period within the project period. Traditionally, budget periods are 12 months or 1 year.

**Capacity Building Assistance (CBA)**: Activities that strengthen and maintain the organizational infrastructure and resources necessary to support HIV prevention services. Capacity building enhances the abilities of key personnel to plan, develop and implement intervention activities and sustain the infrastructure and resource base necessary to support and maintain the intervention. It may also focus on community development to support the delivery of effective HIV prevention services.

- **CBA Providers**: National and regional organizations funded by the CDC to provide expert programmatic, scientific, and technical support to health departments, community-based organizations, and communities in the design, implementation, and evaluation of HIV prevention interventions and programs.

**Capacity Building Assistance Consumers**: Community-based organizations, health departments, HIV planning groups, and other community stakeholders serving high-risk and/or racial ethnic minority populations are the prioritized audience for HIV prevention CBA services.
CFDA Number: A unique number assigned to each program and FOA throughout its lifecycle that enables data and funding tracking and transparency.

Clinical Laboratory Improvement Amendment Program (CLIA): U.S. federal regulatory standards for the accuracy, reliability, and timelines of all clinical laboratory testing performed on humans, except as a part of research. CLIA requires that any facility examining human specimens for diagnosis, prevention, and treatment of a disease or for assessment of health must register with the federal Centers for Medicare and Medicaid Services (CMS) and obtain CLIA certification.

Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver: This certificate permits to perform only waived tests. Waived tests are those that have been approved by the FDA and are simple to use, require very little training to perform and are highly accurate. The requirements for this type of testing are that the provider register with CLIA and obtain a certificate of waiver. There is a quality assurance plan and testing personnel have been trained to perform the test according to the manufacturer’s instructions.

Confirmatory Testing: Additional testing performed to verify the results of an earlier (screening) test. For HIV diagnosis, a Western blot or, less commonly, an immunofluorescence assay (IFA) are typically used, though additional more sensitive tests may also be considered.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Culturally Appropriate: Conforming to a culture's acceptable expressions and standards of behavior and thought. Interventions and educational materials are more likely to be culturally appropriate when representatives of the intended target audience are involved in planning, developing, and pilot testing them.

Offeror – the entity of individual submitting a Qualification in response to this RFQ.

Owner – Fulton County Government

Qualification – the document submitted by the offeror in response to this RFQ.

Proposer – the entity or individual submitting a Qualification in response to his RFQ.

Request for Qualification (RFQ) – all documents, whether attached or incorporated by reference, utilized for soliciting sealed Qualifications.
Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Offeror – A person or entity that has submitted a bid or Qualification that conforms in all material respects to the requirements set forth in the invitation for bids or request for Qualifications.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

Subcontractor/sub-consultant – An individual, firm, corporation or any combination thereof, having a direct contract with Consultant/Contractor for the performance of a part of the work.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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 Qualification of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFQ and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFQ. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Friday, October 7, 2016 at 2:00p.m.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFQ.

Requests for clarification or interpretation regarding this RFQ shall only be submitted in writing via letter or email to the designated Purchasing Representative:

**Purchasing Representative: Charlie Crockett, CAPA**

Purchasing and Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, GA 30303  
**Email:** charlie.crockett@fultoncountyga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFQ and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFQ given by any employee or agent of the County shall be binding on the County. Proposers who submit a Qualification in reliance on any such oral information risk having their response to this RFQ deemed non-responsive by the County. Only written responses issued by addendum to this RFQ should be considered by the Proposers.

During the period provided for the preparation of Qualifications, the County may issue addenda to this RFQ. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFQ. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Qualification Submission Date. All responses to this RFQ shall be prepared with full consideration of the addenda issued prior to the Qualification Submission Date.
2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year term, with five (5), one (1) year renewal options.

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

a. Commencement Term
   The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in the year 2017, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2017. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms
   Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for five (5) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2020 and shall end no later than the 31st day of December, 2020. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2021 and shall end no later than the 31st day of December, 2021. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022.
chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

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

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

d. **Same Terms**

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

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

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

2.6 **RFQ SUBMITTALS**

See Exhibit 1 for the RFQ Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your Qualification. Failure to submit all submittals may deem your Qualification non-responsive.

2.7 **QUALIFICATION EVALUATION**

All Qualifications will be evaluated using the criteria specified in Section 4 of this RFQ. Selection will include an analysis of Qualifications by an Evaluation Committee composed of County personnel who will review the Qualification submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFQ. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFQ, will be considered in determining what Qualification will be deemed to best meet the needs of Fulton County.

2.8 **DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) Qualification to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the Qualification.
2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all Qualifications, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive Qualifications with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the Qualifications and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code Section 102-448 which is incorporated by reference herein.

2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFQ.

Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance ("COI") with policy limits equal to or greater than the limits outlined in Section 7. Proof of insurance must be provided to the County prior to the start of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of the County.

2.12 ACCURACY OF RFQ AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFQ, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Qualification documents other than those given in writing as an addendum to this RFQ.
Should a recipient of this RFQ find discrepancies in or omissions from this RFQ and related documents, the recipient of this RFQ shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFQ.

2.13 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Qualification. Proposers are reminded of Fulton County’s “No Contact During Procurement” policy and shall only contact the person designated by the RFQ.

2.14 CONFIDENTIAL INFORMATION

If any Qualification contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFQ, Proposers waive any challenge to the County’s decisions in this regard. Marking all or substantially all of a Qualification as confidential may result in the Proposer being deemed non-responsive to this RFQ.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.15 COUNTY RIGHTS AND OPTIONS

This RFQ constitutes an invitation to submit Qualifications to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFQ does not obligate the County to select, procure or contract for any services whatsoever.

- Fulton County reserves the right to award a contract based on this RFQ and the Qualification(s) received (in whole or in part) to one or several vendors.
• The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Qualification, agrees to be bound by any modifications made by the County.

• All costs incurred by a Proposer in connection with responding to this RFQ, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

• The County reserves the right to reject all Qualifications and components thereof to eliminate all Proposers responding to this RFQ from further consideration for this procurement, and to notify such Proposers of the County's determination.

• The County may cancel this RFQ without the substitution of another RFQ and terminate this procurement at any time without any liability whatsoever.

• The County reserves the right to waive any technicalities or irregularities in the Qualifications.

• The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFQ.

• The County may request Proposers to send representatives to the County for interviews and presentations.

• To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Qualification(s), which are found to be reasonably susceptible for award.

• The County reserves the right to discontinue negotiations with any selected Proposer.

• The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ.

• All Qualifications (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Qualifications without further cost to the County.

• The County may add to or delete from the Project Scope of Work set forth in this RFQ.
• Any and all Qualifications not received by the Qualification Submission Date shall be rejected and returned unopened.

• Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFQ.

• The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Qualification and to observe and investigate the operations of such facilities.

By responding to this RFQ, Proposers acknowledge and consent to the rights and conditions set forth in this RFQ.

2.16 COST OF QUALIFICATION PREPARATION AND SELECTION PROCESS

Each Qualification, including preparation of all information required to be included in a Qualification pursuant to this RFQ, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Qualification. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Qualification or other information required by this RFQ or procurement process or in connection with the selection process or any negotiations.

2.17 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Qualification are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.18 WAGE CLAUSE

Pursuant to 102-413, each Contractor shall agree that in the performance of the Contract he 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.
2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent’s qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent’s may be required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.20 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Program Administrator.

2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Qualification is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/Qualifications for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/Qualification at the time of submission, prior to the time for opening bids/Qualifications. Under state law, the County cannot consider any bid/Qualification which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll.

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor’s or subcontractors’ compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 5, Qualification Forms for declarations and affidavits.
2.22 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.23 RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/Qualification for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or Qualification is submitted. No protest will be accepted or considered prior to the date the specific bid or Qualification is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/Qualification must be submitted within three business days of the submission of the bid/Qualification. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/Qualification was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.24 NON-COLLUSION

By submitting a signed Qualification, Offeror certifies and attests that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one Qualification will result in rejection of all Qualifications in which the Offeror has an interest. Any party to collusion may not be considered in future Qualifications for the same or similar work.

2.25 CERTIFICATE OF ACCEPTANCE

By responding to this RFQ, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document
have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

Offeror also certifies and attests that the Offeror has reviewed the form Fulton County contract included in this solicitation and agrees to be bound by its terms, or that the Offeror certifies that it is submitting any proposed modification(s) to the contract terms with its Qualification in accordance with Section 2.26, Exceptions to the County’s Contract. The Offeror further certifies that the failure to submit proposed modifications with the Qualification waives the Offeror’s right to submit proposed modifications later. The Offeror also acknowledges that the indemnification and insurance provisions of Fulton County’s contract included in this solicitation document are non-negotiable and that proposed modifications to said terms may be reason to declare the Offeror’s Qualification as non-responsive.

2.26 EXCEPTIONS TO THE COUNTY’S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFQ, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFQ. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror’s Qualification clearly marked as “Exceptions.”

The County shall be the sole determiner of the acceptability of any exception(s).

2.27 CERTIFICATION REGARDING DEBARMENT

By responding to this RFQ, Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the County. Section 102-449 of the Fulton County Code of Laws, which is incorporated as if fully set forth herein, establishes the procedure for the debarment of contractors.
2.28 GENERAL REQUIREMENTS

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all Qualifications. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.

4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.

5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFQ or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.


10. All Qualifications 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).
SECTION 3
QUALIFICATION REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Qualification Submission Date and Submittal Format

All Qualifications, including all attachments and exhibits, must be received by the County in a sealed package no later than **Thursday, October 20, 2016 at 11:00 A.M.** and must be addressed to:

REQUEST FOR QUALIFICATIONS RFQ #16RFP09092016A-CJC
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303

The Qualification shall consist of a Technical Qualification, a Cost Qualification and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Qualification shall include proposer information, technical information, business-related information, and any Technical Qualification forms requested. The Cost Qualification shall include the Cost Qualification Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Qualification and Cost Qualification is further specified in this section of the RFQ. The Qualification must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various Qualification forms.

**THE TECHNICAL QUALIFICATION, THE COST QUALIFICATION AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL QUALIFICATION MAY RESULT IN SUCH QUALIFICATION BEING REJECTED BY THE COUNTY.**
Each envelope or package shall be clearly marked as follows:

REQUEST FOR QUALIFICATIONS
16RFP09092016A-CJC, 2017- Comprehensive HIV Prevention Program for Fulton and DeKalb Counties

[Technical or Cost Qualification]
Proposer’s Name and Address

3.1.2 Number of Copies

Proposers shall submit the following:

Technical Qualification, one (1) marked “Original” and five (5) copies on CD or thumb drive media in PDF format.

Contract Compliance Exhibits, two copies; one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

Financial Information, two copies; one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

All Qualifications must be complete with all requested information.

3.2 OVERVIEW OF QUALIFICATION REQUIREMENTS

Proposers shall submit Qualifications in accordance with the content and format requirements set forth in this RFQ. Qualifications should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Qualification to be deemed responsive to this RFQ. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Qualification meets the requirements set forth in this section. The County reserves the right to reject any Qualification, which in its judgment, does not comply with these Qualification submission requirements.

3.3 Project Scope

Fulton County Department of Health and Wellness announces the availability of fiscal year 2017 funds for the implementation and expansion of community-based High-Impact Human Immunodeficiency Virus (HIV) Prevention. This project will support the goals of the Centers for Disease Control and Prevention (CDC) Division of HIV/AIDS Prevention (DHAP) and the National HIV/AIDS Strategy (NHAS) through implementation of high-impact HIV prevention programs under two core funding categories, **Category A**, Routine Opt-Out HIV Testing and Prevention Services in Clinical Settings and **Category B**, Targeted and
Expanded HIV Testing and Prevention Services for Populations Disproportionately Impacted by HIV/AIDS. Services rendered under this agreement will be provided to persons seeking HIV prevention and care services within Fulton and DeKalb Counties. Strategies and activities include HIV Testing, Comprehensive HIV Prevention for HIV-Positive Persons, Comprehensive HIV Prevention with High-Risk HIV-Negative Persons, and Condom Distribution. There is also an opportunity for proposers to apply for supplemental funding to implement and/or expand Couples HIV Testing and Counseling or Social Network Strategy. Populations and groups to be directly targeted include, Men Who Have Sex with Men (MSM) Blacks/African-Americans; all races and ethnicities of gay, bisexual, and other MSM; people who inject drugs (PWIDs); Hispanics/Latinos; and transgender persons.

The expected impact is a reduction in HIV infection in Fulton and DeKalb Counties, especially in populations disproportionately impacted by HIV/AIDS. Other outcomes include an increase in the number of people in the jurisdiction who know their HIV status, and if positive, linked to care, and increased education and awareness about HIV.

**Category A: Routine Opt-Out HIV Testing and Prevention Services in Clinical Settings**

To be eligible to apply for this funding, applicants must be an established clinical site: hospital emergency department, urgent-care clinic, STI clinic or other public health clinic, substance abuse treatment clinics, community clinics, correctional health-care facilities, and primary care settings, and other venues offering clinical STI services. At the time of application, the agency must be a clinical site with the capacity to diagnose and treat HIV and/or other STIs.

1. A “high volume” healthcare site must have documented experience in providing HIV screenings in high volume healthcare settings, serving members of the jurisdiction’s priority populations, Men Who Have Sex with Men (MSM) Blacks/African-Americans; all races and ethnicities of gay, bisexual, and other MSM; people who inject drugs (PWIDs); Hispanics/Latinos; and transgender persons. For purposes of this project, High Volume is defined as conducting 9,000 or more HIV tests annually.

2. A clinical site with less than 9,000 HIV tests annually, must have documented recent experience (within last three years) in providing HIV screenings a healthcare settings, serving members of the jurisdiction’s priority populations, Men Who Have Sex with Men (MSM) Blacks/African-Americans; all races and ethnicities of gay, bisexual, and other MSM; people who inject drugs (PWIDs); Hispanics/Latinos; and transgender persons.
Category B: Targeted and Expanded HIV Testing and Prevention Services for Populations Disproportionately Impacted by HIV/AIDS

To be eligible to apply for this funding, applicants must be an established agency, e.g. Community-Based Organization or AIDS Service Organization with documented successful experience (within last three years) in employing a targeted testing strategy to test populations and sub-populations of persons at higher risk for acquiring HIV, specifically, Men Who Have Sex with Men (MSM) Blacks/African-Americans; all races and ethnicities of gay, bisexual, and other MSM; people who inject drugs (PWIDs); Hispanics/Latinos; and transgender persons. Eligible organizations must be legally incorporated as non-profit organizations registered in Fulton or DeKalb County, GA in the United States designated as 501(c) 3 organizations by the U.S. Internal Revenue Service. All agencies anticipating funding must show the ability to comply with the Fulton County non-discrimination ordinance.

All funded HIV Prevention programs, services and activities must be provided within the City of Atlanta Jurisdiction which is comprised of Fulton County, Georgia and DeKalb County, Georgia. All targeted and routine testing sites must be established in the agency’s HIV Testing Plan; which must be reviewed and approved by the Fulton County Department of Health and Wellness High Impact HIV Prevention Program (HIPP). Successful proposers are required to provide HIV prevention services for both HIV-positive persons and HIV-negative persons at high risk of acquiring HIV, regardless of the category for which funding is being requested.

Required Strategies and Activities

Organizations are required to provide comprehensive HIV prevention services for HIV-positive and HIV-negative persons in the City of Atlanta Jurisdiction, which is comprised of Fulton and DeKalb County, GA. The organization’s High-Impact HIV Prevention Program Plan must consist of the following program components:

- Formalized Collaborations and Partnerships;
- Program Promotion, Outreach, and Recruitment;
- Routine Opt-Out Testing (Category A) or Targeted and Expanded HIV Testing (Category B);
- Comprehensive HIV Prevention with HIV-Positive Persons: Navigation to Continuum of HIV Prevention and Care Services;
- Comprehensive HIV Prevention with High-Risk HIV-Negative Persons: Navigation to Continuum of HIV Prevention and Care Services; and
- Condom Distribution

Formalized Collaborations and Partnerships

Organizations must establish new or enhance existing formalized collaborative partnerships to maximize reach, increase coordination and collaboration, and support the provision of comprehensive HIV prevention services (retention in care, viral load
suppression, etc.). These partnerships must be supported by detail-specific service agreements with HIV medical care providers and memorandums of agreement or understanding (MOAs/MOUs) with primary medical care providers and prevention and essential support service providers (housing, substance abuse treatment services, mental health counseling and services, schools, etc.).

Additionally, applicants should develop and enhance existing partnerships with medical providers that have experience working with MSM, Transgender, African American and other populations disproportionately impacted by HIV/AIDS and providers that have a history of providing care and prevention services (i.e., hormone replacement therapy, sex reassignment procedures) supportive of transgender populations, especially persons of color.

Successful Proposers must actively engage in local community HIV planning activities, and are required to actively participate in the Jurisdictional Prevention Planning Group (JPPG) meetings. The goal is to encourage collaboration, facilitate information exchange, reduce duplication of efforts, and reduce oversaturation of HIV prevention services in known venues frequented by the target population(s). Currently, JPPG meetings are held bi-monthly; however, the schedule is subject to change.

**Program Promotion, Outreach, and Recruitment**

All funded organizations must deliver strategic, culturally competent, community-based marketing campaigns to:

- Increase public awareness of services available via the proposed program;
- Destigmatize HIV and HIV medical care;
- Empower disproportionately affected populations;
- Promote HIV testing, linkage to, retention in, and re-engagement into HIV medical care; and
- Promote navigation to prevention and essential support services, including PrEP and nPEP.

Organizations should prioritize existing social marketing efforts that can be tailored to their jurisdiction’s specific requirements from CDC’s Act Against AIDS portfolio of social marketing campaigns or Greater Than AIDS. Applicants should utilize campaigns such as We Are Family, Empowered, Doing It, Reasons/Razones, and Testing Makes Us Stronger to address the required components of this program (e.g., targeted HIV testing). For more information on Greater Than AIDS and CDC’s social marketing campaigns, please visit [http://www.greaterthan.org](http://www.greaterthan.org) ([http://www.cdc.gov/actagainstaids](http://www.cdc.gov/actagainstaids)).

Client recruitment is essential to the success of a comprehensive high-impact HIV prevention program. Organizations should collaborate with other organizations that have an established history of working with and recruiting members of the target population(s) at greatest risk for HIV acquisition or transmission. The program must seek input from community stakeholders to select the most appropriate program
promotion and recruitment strategies to include determining the appropriate use of incentives (monetary and non-monetary) in the program.

Organizations must utilize innovative strategies, as well as traditional outreach strategies; the Internet, social media, and surveillance data (to support mapping of areas of highest morbidity) to establish a comprehensive program promotion, outreach, and recruitment plan. In addition to traditional outreach, the use of recruitment and retention strategies based on experienced entry into social networks, known to significantly structure or influence the social lives of target populations (e.g., House and Ball events, texting groups, social media networks, dating websites, mobile application) must be employed. These strategies must be included in the organization’s High-Impact HIV Prevention Program

**Targeted and Expanded HIV Testing**

HIV testing is an essential part of a comprehensive high-impact HIV prevention program. Targeted HIV Testing is an approach an agency uses when conducting HIV testing in order to decide who will be tested. Testing strategies include HIV screening that is population-based and targeted testing of subpopulations of persons at higher risk. Expanded testing includes making testing available in non-traditional locations and during non-traditional business hours. Applicant organizations will be required to develop new or enhance existing targeted HIV testing programs aimed at reaching persons at high risk for HIV infection. All targeted and routine testing sites must be established in the agency’s HIV Testing Plan; which must be approved by the Fulton County Department of Health and Wellness HIV Prevention Program (HIPP). This must be included in the agency’s High-Impact HIV Prevention Program Plan.

The number of proposed “Newly Identified” HIV Positives supersedes the number of HIV tests; therefore, the number of proposed HIV positives must be achieved to successfully meet the objectives of the contract, regardless of the number of HIV tests conducted.

**Optional Strategies and Activities**

Eligible applicant organizations may apply for supplemental funding to implement and/or expand complementary recruitment strategies and services, Couples HIV Testing and Counseling (CHTC) or Social Network Strategy (SNS). These are not required activities; however, to build upon current work, agencies that have implemented these strategies and have staff trained by a CDC-approved provider, may be eligible for funding. See Funding and Reimbursement Schedule for annual funding amounts.**

**Couples HIV Testing and Counseling (CHTC):** CHTC, also referred to as “Testing Together”, offers couples the opportunity to test, receive their results and mutually disclose their status in an environment where support is provided by a counsellor/health worker. A range of prevention, treatment and support options can then be discussed and decided upon together, depending on the status of each partner.

**Organizations eligible to apply for funding to conduct CHTC must have evidence of staff who have completed training by a CDC-approved provider, and documented**
evidence of no less than one year of successful implementation of CHTC prior to June 1, 2016. Funding is provided annually and is only available to organizations that are funded through this project under Category A or Category B. This is not stand-alone funding and is in addition to the award amount. If an agency is a successful proposer for funding to conduct CHTC, there will be additional reporting requirements, to be defined by HIPP. For more information, visit: https://effectiveinterventions.cdc.gov/en/highimpactprevention/PublicHealthStrategies/testing-together

Social Network Strategy:
The Social Network Strategy (SNS) for Counseling, Testing, and Referral (CTR) is an evidence supported approach to recruiting high-risk people. SNS is based on the underlying principles that people in the same social network share the same risks and risk behaviors for HIV. In addition, people in the same social network know and trust each other and can exert influence on each other. For SNS for CTR, agencies would identify clients or peers who are HIV positive or at high risk for HIV, and enlist them to become Recruiters. Recruiters are short-term, unlike peers advocates or peer educators, and require coaching, rather than training and supervision. For more information, visit: https://effectiveinterventions.cdc.gov/en/HighImpactPrevention/PublicHealthStrategies/SocialNetworkStrategy.aspx

****Organizations eligible to apply for funding to conduct SNS must have evidence of staff who have completed training from a CDC-approved provider, and documented evidence of no less than one year of successful implementation of SNS prior to June 1, 2016. Funding is provided annually and is only available to organizations that are funded through this project under Category B only. This is not stand-alone funding and is in addition to the award amount. If an agency is a successful proposer for funding to conduct SNS, there will be additional reporting requirements, to be defined by HIPP.

Outcomes
Because there is no singular approach that will work effectively to address the overarching goals of the project, applicants should evaluate approaches that include, but are not limited to, the required components that will, when combined, have the greatest public health impact. These combined activities should also have the greatest potential to address the social and structural determinants of health that are known to create the most significant barriers to testing; linkage to, retention in, and re-engagement into care; and prevention and essential support services in the organization’s jurisdiction. This framework acknowledges that prevention and care/treatment together contribute to reducing HIV-related morbidity, mortality, and related health disparities among racial and ethnic minorities in the City of Atlanta Jurisdiction, Fulton and DeKalb Counties, GA. The program is expected to demonstrate continuous and measurable progress among its target populations toward addressing the outcomes outlined in the project. Expected short-term outcomes include the following:
1. Routine Opt-Out Testing

**Outcome:** Increase in number of people in the Fulton and DeKalb Counties that know their HIV status. At least 90% of HIV positive clients must receive test results.

**Indicator:** Number of HIV tests conducted.

**Indicator:** Percentage of eligible patients tested (take-up rate).

**Indicator:** Number and percentage of clients that receive test results.

2. Targeted and Expanded HIV Testing

**Outcome:** Increase in number of target population members tested for HIV. At least 75% of those tested must be in the target population(s).

**Indicator:** Number of HIV tests conducted by population segment.

**Indicator:** Number and percentage of persons tested that are members of the target population(s).

**Outcome:** Increase in the number of HIV-positive persons, particularly those in the target populations who are aware of their infection.

**Indicator:** Number and percentage of newly diagnosed HIV-positive persons identified and confirmed new. “New” diagnosis will be verified by HIPP utilizing Georgia Department of Public Health, Fulton County Department of Health and Wellness and other surveillance systems.

Annually, organizations must identify a minimum number of “Newly Identified” HIV-Positive Persons. The number of HIV Tests and the number of Newly Identified HIV-Positive Persons will be based upon the amount of funding received. “New” diagnosis will be verified by HIPP utilizing Georgia Department of Public Health, Fulton County Department of Health and Wellness and other surveillance systems.

Organizations are expected to develop or have an established **HIV Testing Plan**, which includes annual objectives (e.g., number of HIV tests to be conducted, number of new HIV infections diagnosed) based upon the size of the service area where services will be provided, the capacity of the organization to provide HIV testing, and the organization’s access to the target population(s). The agency’s proposed catchment area and target population(s) must be included in the plan. The HIV Testing Plan must be reviewed and approved by HIPP annually.
3. Comprehensive HIV Prevention with HIV-positive Persons

**Linkage to and Re-engagement in HIV Medical Care**

**Outcome:** Increase the number of confirmed newly diagnosed HIV-positive persons who are linked to HIV medical care within 30 days of diagnosis. “New” diagnosis will be verified by HIPP utilizing Georgia Department of Public Health, Fulton County Department of Health and Wellness and other surveillance systems.

**Indicator:** Number and percentage of newly diagnosed HIV-positive persons linked to HIV medical care within 30 days.

**Indicator:** Number and percentage of previously diagnosed, out of care HIV-positive persons linked to or re-engaged in HIV medical care.

**Prevention and Essential Support Services**

**Outcome:** Increase in HIV-positive persons who receive Partner Services. A minimum of 90% of all newly diagnosed HIV positive persons must be referred for Partner Services, in accordance with state and local regulations.

**Indicator:** Number and percentage of HIV-positive persons referred for Partner Services, in accordance with state and local regulations.

**Indicator:** Number and percentage of newly identified HIV-positive persons that received Partner Services.

4. Comprehensive HIV Prevention with High-Risk HIV-Negative Persons

**Outcome:** Increase in HRN persons who receive the required and recommended prevention and essential support services; PrEP – Pre-Exposure Prophylaxis; nPEP, Post- Exposure Prophylaxis; STI Screening; and HIP Behavioral Interventions. A minimum of 90% of HRN must be provided or referred to one or more of the required and recommended prevention and essential support services.

**Indicator:** Number and percentage of HRN persons provided or referred to required and recommended prevention and essential support services.

**Indicator:** Number of HRN persons who enrolled in HIP interventions funded by this project.

**Indicator:** Number and percentage of HRN persons who completed HIP interventions funded by this project.

**Outcome:** Increase in HRN persons who are referred to PrEP and/or nPEP, as appropriate.

**Indicator:** Number of HRN persons who were referred to PrEP and/or nPEP.
5. Condom Distribution

- **Outcome:** Increase in HIV-positive and HRN persons who are offered condoms. (100% of all clients must be offered condoms.)
  - **Indicator:** Number of HRN persons offered condoms.
  - **Indicator:** Number of HIV-positive persons offered condoms.

- **Outcome:** Increase in HIV-positive and HRN persons who are educated on the importance of correct and consistent use of condoms.
  - **Indicator:** Number of HRN persons provided education on correct and consistent use of condoms.
  - **Indicator:** Number of HIV-positive persons provided education on correct and consistent use of condoms.

3.4 PROJECT DELIVERABLES

Within thirty (30) business days after verification that the agency has completed all of the deliverables under the terms of the contract, including proper and timely invoicing, timely and accurate reporting, FCDHW will reimburse the agency in accordance with the terms of the agreement. “New” diagnosis will be verified by HIPP utilizing Georgia Department of Public Health, Fulton County Department of Health and Wellness and other surveillance systems.

Beginning with execution the contract, agency performance will be monitored each month. If the agency is not on track to meet any of its deliverables, there will be progressive corrective action, including, but not limited to the following:

1. At month three, the agency must have achieved no less than 25% of each of its contracted deliverables. If 25% or more of all deliverables; HIV Testing, Newly-Identified HIV Positives; Referrals to Partner Services, or Linkage to Care has not been achieved, the agency will be required to produce a **30-day Corrective Action Plan (CAP)** describing how the program will achieve its contracted deliverables. The plan must include what resources and strategies will be utilized. For example, if the agency has met 30% of its testing deliverable, however, only 15% of its deliverable for Newly Identified HIV Positives, the agency will need to produce a CAP.

2. Thirty (30) days after end of the approved CAP period, the agency must be on track to meet all of its deliverables. If not on track, 25% of reimbursement (in accordance to the Funding and Reimbursement Schedule) will be withheld each month the agency is not in compliance, for up to two (2) months. During the term of the contract, the agency may address contract underperformance through a CAP only once.
3. The agency’s contract is subject to termination in accordance to the terms of the agreement, if the agency is not on track to meet its deliverables after the following progressive actions:

   a. Completion of the Corrective Action Plan; and
   b. Withholding of 25% of reimbursement for up to two (2) months

Successful achievement of deliverables includes verification, by FCDHW HIPP, of “Newly-Identified” HIV-Positives. “New” diagnosis will be verified by HIPP utilizing Georgia Department of Public Health, Fulton County Department of Health and Wellness and other surveillance systems.

The number of proposed “Newly Identified” HIV Positives supersedes the number of HIV tests; therefore, the number of proposed HIV positives must be achieved to successfully meet the objectives of the contract, regardless of the number of HIV tests conducted.

Proposer must:

1. Participate in regular programmatic and other ad hoc meetings scheduled by HIPP.
2. Participate in regular referral and coordination meetings with assigned HIPP DIS Liaison or other assigned staff no less than twice monthly.
3. Notify HIPP of any personnel, supplies, training, or technical assistance needs 30 days in advance of the needed assistance.
4. If required by HIPP, submit a revised program work plan to HIPP to reflect the scope of work and deliverables within 10 business days after signing of the contract.
5. Submit all monthly programmatic and data reports with each invoice by the 10th calendar day of each month.
6. Enter all Counseling, Testing and Linkage Part I forms into EvaluationWeb® by the 10th calendar day of each month. For reactive and/or confirmed HIV positives, Part I and Part II forms must be entered into EvaluationWeb® within 45 days of linkage or after HIV test date, whichever is sooner.
7. Submit a monthly expenditure report to the program staff by the 10th calendar day of each month following the end of the report month.
8. Complete and submit a monthly summary report that collects aggregate level data, such as, but not limited to: the number of test conducted, number of positives identified, and the number of persons linked to care and treatment. A template will be provided by HIPP.
9. Notify HIPP in writing of any changes to key personnel, including CEO, Executive Director, Program Manager, and Accountant.
3.5 PROJECT SCHEDULE

The project schedule is one year; January 1, 2017 – December 31, 2017, and includes five (5) renewal options. This project builds on current work; therefore, minimal time for implementation is expected. All activities should be initiated no later than 60 days after execution of the agreement.

In addition to performing in accordance to the project schedule, progress towards meeting targets for all contract deliverables each month will be measured in accordance to the following Performance Schedule:

<table>
<thead>
<tr>
<th>Month</th>
<th>% Target</th>
<th>Month</th>
<th>% Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>8%</td>
<td>July</td>
<td>58%</td>
</tr>
<tr>
<td>February</td>
<td>17%</td>
<td>August</td>
<td>67%</td>
</tr>
<tr>
<td>March</td>
<td>25%</td>
<td>September</td>
<td>75%</td>
</tr>
<tr>
<td>April</td>
<td>33%</td>
<td>October</td>
<td>83%</td>
</tr>
<tr>
<td>May</td>
<td>42%</td>
<td>November</td>
<td>92%</td>
</tr>
<tr>
<td>June</td>
<td>50%</td>
<td>December</td>
<td>100%</td>
</tr>
</tbody>
</table>
3.6 TECHNICAL QUALIFICATION FORMAT AND CONTENT

The Technical Qualification shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer’s responses to the criteria described below.

The Technical Qualification shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this Qualification.

2. Provide the business type of the entity responding to this Qualification (i.e. Joint Venture, Partnership, etc).

3. Include a brief statement of approach to the work, understanding of the project’s goals and objectives and demonstrated understanding of the project’s potential problems and concerns.

4. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
Section 2 – Project Approach

The following is an overview of information the proposer should submit in order to demonstrate their understanding of the tasks identified in the scope of work; their plan or approach to accomplish the tasks identified in the scope of work; their methodology including best practices and benchmarks used; their general and specific capabilities and experience that will enable them to provide the services required.

APPROACH

I. Purpose
Applicants must describe in 2-3 sentences specifically how their application will address the problem as described in the Background Section.

II. Outcomes
Applicants must clearly identify the outcomes they expect to achieve by the end of the project period. Outcomes are the results that the program intends to achieve. All outcomes must indicate the intended direction of change (e.g., increase, decrease, maintain).

III. Strategies and Activities
Applicants must provide a clear and concise description of the strategies and activities they will use to achieve the outcomes during the project period. Applicants must select existing evidence-based strategies that meet their needs, and describe in the Work Plan, how these strategies will be evaluated over the course of the project period.

IV. Collaborations and Partnerships
Applicants must list and describe existing collaborations and partnerships and any, if applicable, plans for new collaborations and partnerships to maximize reach, increase coordination and collaboration, and support the provision of comprehensive HIV prevention services (retention in care, viral load suppression, etc.). These partnerships must be supported by detail-specific service agreements, letters of agreement and/or memorandums of agreement or understanding (MOAs/MOUs).

V. Target Populations
Applicants must describe the specific target population(s) in the City of Atlanta Jurisdiction (Fulton and DeKalb Counties), and describe which populations will be served and targeted. Applicants must explain how this targeting will achieve the goals of the award and/or alleviate health disparities. List methods and data sources that will be used to identify healthcare settings in areas with high HIV incidence and/or prevalence. Describe how locations and venues are/will be selected to recruit or target clients to test. Identify and describe proposed geographic catchment area.
**Applicant Evaluation and Performance Measurement Plan**

Applicants must provide an evaluation and performance measurement plan within the narrative that demonstrates how the, if awarded will fulfill the requirements of the project. At a minimum, the plan must describe how applicant will collect the performance measures, respond to the evaluation questions, and use evaluation findings for continuous program quality improvement.

*The Paperwork Reduction Act of 1995 (PRA):* Applicants are advised that any activities involving information collections (e.g., surveys, questionnaires, applications, audits, data requests, reporting, recordkeeping and disclosure requirements) from 10 or more individuals or non-Federal entities, including State and local governmental agencies, and funded or sponsored by the Federal Government are subject to review and approval by the Office of Management and Budget. See Section E (pages 4 and 5) at [http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf](http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf). For further information about CDC’s requirements under PRA see [http://www.hhs.gov/ocio/policy/collection/](http://www.hhs.gov/ocio/policy/collection/). The plan must include:

- How key program partners will participate in the evaluation and performance measurement planning processes.
- Available data sources, feasibility of collecting appropriate evaluation and performance data, and other relevant data information (e.g., performance measures proposed by the applicant).
- Where the applicant chooses to, or is expected to, take on specific evaluation studies, they should be directed to:
  - Describe the type of evaluations (i.e., process, outcome, or both).
  - Describe key evaluation questions to be addressed by these evaluations.
  - Describe other information (e.g., measures, data sources)

**Organizational Capacity of Applicant to Implement the Approach**

Applicant must address the organizational capacity to effectively address the requirements of the project, addressing each required program component. Describe experience, expertise, and existing capacity to provide services that address the HIV epidemic within the jurisdiction. Provide documentation of abilities to execute deliverables. Provide a list of in-kind staff to support the project, if applicable.

Applicants must submit:

- A current and proposed, if applicable, Organizational Chart.
- A staffing plan to address each of the required components of the project, including specific job descriptions.
- CVs/Resumes for each of the following: Executive Director/CEO, Program Manager(s), and Administrative Staff (e.g. Accountant, Data Manager).
**Work Plan** (Included in the Project Narrative’s page limit)
Applicants must prepare a Work Plan using the Work Plan Guide (Exhibit 2 Work Plan Guide) and ensure that all components are addressed.

The Project Narrative inclusive of the Work Plan cannot exceed 20 pages.

Proposers must attach the following documents with the application submission. These documents do not count towards the 20-page limit:

Memorandums of Agreement, or Memorandums of Understanding with agencies for Prevention and Essential Support Services.

**Note:** A healthier country is one in which Americans are able to access the care they need to prevent the onset of disease and manage disease when it is present. The Affordable Care Act, the health care law of 2010, creates new Health Insurance Marketplaces, also known as Exchanges, to offer millions of Americans affordable health insurance coverage. In addition, the law helps make prevention affordable and accessible for Americans by requiring health plans to cover certain recommended preventive services without cost sharing. Please include any agreements which facilitate or enhance outreach efforts will help families and communities understand these new options and provide eligible individuals the assistance they need to secure and retain coverage. For more information on the Marketplaces and the health care law, visit: [www.HealthCare.gov](http://www.HealthCare.gov).

Letters of Agreement, service agreements, Memorandums of Agreement, or Memorandums of Understanding with HIV Medical Care provider(s)

**Budget Narrative**
Applicants must submit an itemized budget narrative (Exhibit 3, Budget Proposal), which may be scored as part of the Organizational Capacity of Awardees to Implement the Approach. When developing the budget narrative, applicants must consider whether the proposed budget is reasonable and consistent with the purpose, outcomes, and program strategy outlined in the project narrative. The budget must include:

- Salaries and wages
- Fringe benefits
- Consultant costs
- Equipment
- Supplies
- Travel (mileage for local travel for testing activities only)
- Other categories
- Total Direct costs
- Total Indirect costs

The itemized budget narrative should be organized by program strategy: Program Promotion, Outreach, and Recruitment; Targeted HIV Testing;
Comprehensive HIV Prevention with HIV-Positive Persons; Comprehensive HIV Prevention with High-Risk HIV-Negative Persons; and Condom Distribution. If the Applicant is applying for funds for Couples HIV Testing and Counseling or Social Network Strategy, this information must also be included in the narrative. At a minimum, the budget should be broken down by the following strategies and activities:

1. Targeted HIV Testing or Routine Clinical Testing
2. Comprehensive HIV Prevention with HIV-Positive Persons – Navigation to Continuum of HIV Prevention and Care Services
   a. Linkage to HIV Medical Care
   b. Prevention and Essential Support Services
3. Comprehensive HIV Prevention with High-Risk HIV-Negative Persons – Navigation to Continuum of HIV Prevention and Care Services
   a. Prevention and Essential Support Services
   b. Other Interventions, if applicable

Program promotion, outreach, and recruitment and condom distribution are applicable to both HIV-positive and HIV-negative persons at high risk of acquiring HIV and can be encompassed in the above strategies and activities as deemed appropriate. Applicant organizations that propose to implement Couples HIV Testing and Counseling and Social Network Strategy must submit an itemized budget to support these activities as a part of the overall Comprehensive High-Impact HIV Prevention program budget.

**Funds Tracking**
Proper fiscal oversight is critical to maintaining public trust in the stewardship of federal funds. Applicants are encouraged to demonstrate a record of fiscal responsibility and the ability to provide sufficient and effective oversight. Financial management systems must meet the requirements as described 2 CFR 200 which include, but are not limited to, the following:

- Records that identify adequately the source and application of funds for federally-funded activities.
- Effective control over, and accountability for, all funds, property, and other assets.
- Comparison of expenditures with budget amounts for each Federal award.
- Written procedures to implement payment requirements.
- Written procedures for determining cost allowability.
- Written procedures for financial reporting and monitoring.

**Funding Restrictions**
Restrictions that must be considered while planning the programs and writing the budget are:

- The direct and primary recipient in of the contractual agreement with FCDHW HIPP program must perform a substantial role in carrying out
project outcomes and not serve as a conduit for an award to another party or provider who is ineligible.

- Awardees may not use funds for research.
- Awardees may not use funds for clinical care.
- Awardees may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Awardees may not use funds to purchase furniture or equipment.
- Awardees will not be reimbursed for pre-award costs.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for: publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC awardees.
- Awardees may not use funds for construction.
- Awardees may not use funds to support direct implementation of school-based HIV prevention programs. (This restriction is not applicable to collaborations with school-based HIV prevention programs).

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Program Manager and/or Program Coordinator.

2. All proposed key personnel must have at least a minimum of three (3) years of work experience in HIV prevention and/or care programs.

3. The Project Manager must have a minimum of five (5) years of experience in managing/directing/operating health services programs, preferably HIV/AIDS related services within the past five (5) years.

4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
   - Name and Title
   - Professional Background
   - Current and Past Relevant Work Experience
   - Include two (2) references for each key personnel member on similar projects.
Section 4 - Availability of Key Personnel

(1) Percentage of time key personnel will spend on this project
(2) Current workload of key personnel

This project must have no less than one FTE designated to this project. The Proposer must list the personnel position(s) that will be used to carry out the deliverables of the project, their expected roles, and approximate how much of their time will be used to carry out the deliverables of the project to meet the goals and objectives.

Section 5 - Local Preference

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its Qualification or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its Qualification or bid as applicable.

In order to receive the Local Preference points of five (5) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFQ.

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

   The following supporting documentation must be provided:

   - Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
   - Copy of a lease or rental agreement, or;
   - Proof of ownership interest in a location within the geographical boundaries of Fulton County.

2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

   The following supporting documentation must be provided:
- Provide the residential address of the business owner(s).

3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your Qualification submittal shall result in your firm receiving a “0” (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

**Section 6 – Service Disabled Veterans Preference**

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs.

In order to receive the SDVBE Preference points the Proposer must complete and submit Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFQ certifying under oath that it is eligible to receive the SDVBE preference points. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.

**Section 7 – Cost**

Use Section 2 - Completed Funding and Reimbursement Schedule Forms

**Section 8 – Past Performance**

Identify three (3) projects where the Proposer has performed projects similar in size and scope with entities comparable to Fulton County within the past three (3) years. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
• A reference, including a contact name, addresses and phone number. This reference should be the owner’s staff member who was in charge of the project for the owner.

Section 9 – Proposer Financial Information

It is the policy of the County to conduct a review of a firm’s financial responsibility in order to determine the firm’s capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

a. Provide your firm’s most recent balance sheets.

b. Provide your firm’s most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.

d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

Section 10 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm’s business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Qualification Forms, Form D.

3.5 Funding and Reimbursement Schedule

The Funding and Reimbursement Schedule shall be provided in a separate sealed envelope. The Funding and Reimbursement Schedule shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Funding and Reimbursement Schedule.
Section 2 - Completed Funding and Reimbursement Schedule Forms

The Proposer is required to complete all of the Funding and Reimbursement Schedule Forms provided.

### 2017 Funding and Reimbursement Schedule

**Category A: Routine Opt-Out HIV Testing and Prevention Services in Clinical Settings**

**HIGH VOLUME HIV SCREENINGS IN CLINICAL SETTINGS ONLY**

<table>
<thead>
<tr>
<th>Annual Funding Amount ($)</th>
<th>Minimum # Newly Identified HIV-Positive Persons</th>
<th>Minimum # HIV Tests</th>
<th>Maximum Monthly Reimbursement <strong>Example for Illustrative Purposes Only</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$200,001 – $225,000</td>
<td>27</td>
<td>9,000</td>
<td>$225,000</td>
</tr>
<tr>
<td>$225,001 – $250,000</td>
<td>30</td>
<td>10,000</td>
<td>$240,000</td>
</tr>
<tr>
<td>$250,001 – $275,000</td>
<td>33</td>
<td>11,000</td>
<td>$275,000</td>
</tr>
<tr>
<td>$275,001 – $300,000</td>
<td>36</td>
<td>12,000</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

**Category B: Targeted and Expanded HIV Testing and Prevention Services for Populations Disproportionately Impacted by HIV/AIDS**

**TARGETED AND EXPANDED HIV TESTING ONLY**

<table>
<thead>
<tr>
<th>Annual Funding Amount ($)</th>
<th>Minimum # Newly Identified HIV-Positive Persons</th>
<th>Minimum # HIV Tests</th>
<th>Maximum Monthly Reimbursement <strong>Example for Illustrative Purposes Only</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$50,000 or less</td>
<td>6</td>
<td>300</td>
<td>$50,000</td>
</tr>
<tr>
<td>$50,001 – $75,000</td>
<td>9</td>
<td>450</td>
<td>$65,000</td>
</tr>
<tr>
<td>$75,001 – $100,000</td>
<td>12</td>
<td>600</td>
<td>$90,000</td>
</tr>
<tr>
<td>$100,001 – $125,000</td>
<td>15</td>
<td>750</td>
<td>$125,000</td>
</tr>
<tr>
<td>$125,001 – $150,000</td>
<td>18</td>
<td>900</td>
<td>$140,000</td>
</tr>
<tr>
<td>$150,001 – $175,000</td>
<td>21</td>
<td>1050</td>
<td>$165,000</td>
</tr>
<tr>
<td>$175,001 – $200,000</td>
<td>24</td>
<td>1200</td>
<td>$200,000</td>
</tr>
</tbody>
</table>

**HIV TESTING RECRUITMENT STRATEGIES**

<table>
<thead>
<tr>
<th>Strategy</th>
<th>Annual Funding Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Couples HIV Counseling and Testing (CHTC)</td>
<td>$10,000</td>
</tr>
<tr>
<td>Social Network Strategy (SNS)</td>
<td>$25,000</td>
</tr>
</tbody>
</table>
4.1 QUALIFICATION EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the Qualifications submitted in response to this RFQ:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approach</td>
<td>35%</td>
</tr>
<tr>
<td>Evaluation and Performance Measurement</td>
<td>13%</td>
</tr>
<tr>
<td>Organizational Capacity/Qualifications of Key Personnel</td>
<td>27%</td>
</tr>
<tr>
<td>Relevant Project Experience/ Past performance (note: was already included under organizational capacity – combined here)</td>
<td></td>
</tr>
<tr>
<td>Availability of Key Personnel (note: this was previously under organizational capacity as 7 points.)</td>
<td>8%</td>
</tr>
<tr>
<td>Work Plan/Project Schedule</td>
<td>10%</td>
</tr>
<tr>
<td>Local Preference</td>
<td>5%</td>
</tr>
<tr>
<td>Service Disabled Veterans Preference</td>
<td>2%</td>
</tr>
<tr>
<td>TOTAL POINTS</td>
<td>100%</td>
</tr>
</tbody>
</table>
5.1 INTRODUCTION

To be deemed responsive to this RFQ, Proposers must provide the information requested and, where applicable, complete in detail all Qualification Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Qualification Forms. As appropriate, Proposers shall reproduce each Qualification Form and complete the appropriate portions of the forms provided in this section.

Form A: Georgia Security and Immigration Contractor Affidavit/Agreement
Form B: Georgia Security and Immigration Subcontractor Affidavit
Form C: Disclosure Form and Questionnaire
Form D: Professional License
Form E: Local Preference Affidavit of Bidder/Offeror
Form F: Service Disabled Veteran Preference Affidavit of Bidder/Offeror
5.2 PURCHASING FORMS DESCRIPTION

Georgia Security and Immigration Contractor Affidavit and Agreement
Proposer shall complete and submit Form A, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Georgia Security and Immigration Subcontractor Affidavit
Proposer shall ensure that any and all subcontractor(s), that will be utilized for this project shall complete and submit Form B, Subcontractor Affidavit.

Disclosure Form and Questionnaire
The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit Form C, which requests disclosure of business and litigation.

Professional License
Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit Form D and attach a copy of their license for the work they will perform on this project.

Local Preference Affidavit of Bidder/Offeror
Proposer shall complete and submit Form E, which certifies that the Proposer is eligible to receive local preference points.

Service Disabled Veteran Preference Affidavit of Bidder/Offeror
Proposer shall complete and submit Form F, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise (“SVDBE”) by the County’s Office of Contract Compliance.
Instructions:

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

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

______________________________
EEV/Basic Pilot Program* User Identification Number

______________________________
BY: Authorized Officer of Agent
(Insert Contractor Name)

______________________________
Title of Authorized Officer or Agent of Contractor

______________________________
Printed Name of Authorized Officer or Agent

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

Notary Public: ________________________________

County: _____________________________________

Commission Expires: __________________________

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

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

51
FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the Qualification submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.
STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

______________________________________________
EEV/Basic Pilot Program* User Identification Number

______________________________________________
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

______________________________________________
Title of Authorized Officer or Agent of Subcontractor

______________________________________________
Printed Name of Authorized Officer or Agent

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

Notary Public: ________________________________
County: _____________________________________
Commission Expires: __________________

---

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

4* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. [ ]
Form C: OFFEROR’S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

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

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

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

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

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

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

Circle One: YES NO

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

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

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

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

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

On this ______ day of __________________, 20__

________________________________________
(Legal Name of Proponent)                 (Date)

________________________________________
(Signature of Authorized Representative)   (Date)

________________________________________
(Title)

Sworn to and subscribed before me,

This ______ day of ________________________, 20__

________________________________________
(Notary Public)                         (Seal)

Commission Expires ____________________

________________________________________
(Date)
FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor’s Name: ________________________________________________________________

Performing work as: Prime Contractor ____ Sub-Contractor _____

Professional License Type: _________________________________________________________

Professional License Number: ______________________________________________________

Expiration Date of License: _______________________________________________________

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

Signed:________________________________________________________________________

Date: _________________________________________________________________________

(ATTACH COPY OF LICENSE)
STATE OF GEORGIA
COUNTY OF FULTON

Form E: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

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

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

______________________________ (Affix corporate seal here, if a corporation)

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

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

Notary Public: ________________________________

County: ________________________________

Commission Expires: ________________________________
STATE OF GEORGIA
COUNTY OF FULTON

form F: SERVICE DISABLED VETERAN Preference AFFIDAVIT OF BIDDER/OFFEROR

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

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

__________________________________ (Affix corporate seal here, if a corporation)

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

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

Notary Public: ________________________________

County: _____________________________________

Commission Expires: __________________________
SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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

Implementation of Equal Employment Opportunity (EEO) Policy

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the workforce demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete Exhibit B, Equal Employment Opportunity Report ("EEOR"), describing the racial and gender make-up of the firm’s work force. If the EEOR indicates that the firm’s demographic composition indicates underutilization of employee’s of a particular ethnic group for each job category, the EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the Qualification submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/Qualification. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation.

The EBO Plan must identify and include:
1. Potential opportunities within the scope of work of this solicitation that will allow for participation of racial, gender or ethnic groups.

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor must demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor’s outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County’s bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

6.4 PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state

6.5 REQUIRED FORMS (To be submitted with Technical Qualification)

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers must submit the following completed documents with the Technical Qualification.

- Exhibit A – Promise of Non-Discrimination
- Exhibit C – Schedule of Intended Subcontractor Utilization

The following documents must be completed as instructed if awarded the project:
- Exhibit B – Equal Employment Opportunity Report (EEOR)
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services (To be submitted only by subcontractor/sub-consultant/suppliers of winning Prime prior to contract execution)
- Exhibit E – Prime Contractor’s Subcontractor Utilization Report (To be submitted monthly with pay applications)

All Contract Compliance documents Exhibits A, C and the EBO Plan) are to be placed in a separate sealed envelope clearly marked “CONTRACT COMPLIANCE”. These documents are considered part of and must be submitted with the Technical Qualification.
EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (__________________________________________),

Name

__________________________________________  ________________________________

Title  Firm Name

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

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

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: ________________________________  TITLE: ________________________________

SIGNATURE: ____________________________________________

ADDRESS: ____________________________________________

PHONE NUMBER: __________________ EMAIL: ____________________________
The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>TOTAL EMPLOYED</th>
<th>TOTAL MINORITIES</th>
<th>WHITE (Not Hispanic Origin)</th>
<th>BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)</th>
<th>HISPANIC or LATINO</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE (AIAN)</th>
<th>ASIAN</th>
<th>NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)</th>
<th>TWO or MORE RACES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M</td>
<td>F</td>
<td>M</td>
<td>F</td>
<td>M</td>
<td>F</td>
<td>M</td>
<td>F</td>
<td>M</td>
</tr>
<tr>
<td>EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIRST/MID LEVEL OFFICIALS and MANAGERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROFESSIONALS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TECHNICIANS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SALES WORKERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMINISTRATIVE SUPPORT WORKERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRAFT WORKERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OPERATIVES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LABORERS &amp; HELPERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SERVICE WORKERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FIRM'S NAME: ____________________________________________________________

ADDRESS: _____________________________________________________________

CONTACT NAME: _______________________________________________________

EMAIL: _____________________________ PHONE NUMBER: _______________________

SUBMITTED BY: _______________________________________________________

EXHIBIT B – EMPLOYMENT REPORT
EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer Company Name ____________________________

ITB/RFQ Name & Number: ____________________________

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is ☐, is not ☐ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/Qualification amount that your firm will carry out directly):

$ __________________ or ____________ %

2. This highlighted information below must be completed and submitted with the bid/Qualification if a joint venture (JV) approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Business Name</th>
<th>Business Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of JV</td>
<td>% of JV</td>
<td>% of JV</td>
</tr>
<tr>
<td>Ethnicity</td>
<td>Ethnicity</td>
<td>Ethnicity</td>
</tr>
<tr>
<td>Gender</td>
<td>Gender</td>
<td>Gender</td>
</tr>
<tr>
<td>Phone#</td>
<td>Phone#</td>
<td>Phone#</td>
</tr>
</tbody>
</table>

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

SUBCONTRACTOR NAME: ____________________________

ADDRESS: ____________________________

PHONE: ____________________________

CONTACT PERSON: ____________________________

ETHNIC GROUP*: ____________________________ COUNTY CERTIFIED**: ____________________________

WORK TO BE PERFORMED: ____________________________

DOLLAR VALUE OF WORK: $ __________________ PERCENTAGE VALUE: ______________ %

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

PHONE: ____________________________
CONTACT PERSON: __________________________
ETHNIC GROUP*: __________________________ COUNTY CERTIFIED** __________
WORK TO BE PERFORMED: __________________________________________

DOLLAR VALUE OF WORK: $___________ PERCENTAGE VALUE: ___ %

SUBCONTRACTOR NAME: ________________________________
ADDRESS: __________________________________________

PHONE: ____________________________
CONTACT PERSON: __________________________
ETHNIC GROUP*: __________________________ COUNTY CERTIFIED** __________
WORK TO BE PERFORMED: __________________________________________

DOLLAR VALUE OF WORK: $___________ PERCENTAGE VALUE: ___ %

SUBCONTRACTOR NAME: ________________________________
ADDRESS: __________________________________________

PHONE: ____________________________
CONTACT PERSON: __________________________
ETHNIC GROUP*: __________________________ COUNTY CERTIFIED** __________
WORK TO BE PERFORMED: __________________________________________

DOLLAR VALUE OF WORK: $___________ PERCENTAGE VALUE: ___ %

SUBCONTRACTOR NAME: ________________________________
ADDRESS: __________________________________________

PHONE: ____________________________
CONTACT PERSON: __________________________
ETHNIC GROUP*: __________________________ COUNTY CERTIFIED** __________
WORK TO BE PERFORMED: __________________________________________

DOLLAR VALUE OF WORK: $___________ PERCENTAGE VALUE: ___ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.
### Total Dollar Value of Subcontractor Agreements: ($)

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

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

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business or Corporate Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT D

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

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: ____________________________________________________________
   (Name of Prime Contractor Firm)

From: __________________________________________________________
   (Name of Subcontractor Firm)

ITB/RFQ Number: ______________________________________________

Project Name: _________________________________________________

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

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Project Commence Date</th>
<th>Project Completion Date</th>
<th>Estimated Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

__________________________
(Prime Bidder)

__________________________
(Subcontractor)

Signature__________________________

Signature__________________________

Title____________________________

Title____________________________

Date____________________________

Date____________________________
EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

<table>
<thead>
<tr>
<th>REPORTING PERIOD</th>
<th>PROJECT NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM:</td>
<td>PROJECT NUMBER:</td>
</tr>
<tr>
<td>TO:</td>
<td>PROJECT LOCATION:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>Contract Award Date</th>
<th>Contract Award Amount</th>
<th>Change Order Amount</th>
<th>Contract Period</th>
<th>% Complete to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone #:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

AMOUNT OF PAY APPLICATION THIS PERIOD: $
TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD: $
TOTAL AMOUNT PAID YEAR TO DATE: $

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

<table>
<thead>
<tr>
<th>Name of Sub-Contractor</th>
<th>Description of Work</th>
<th>Contract Amount</th>
<th>Amount Paid To Date</th>
<th>Amount of Pay Application This Period</th>
<th>Contract Period</th>
</tr>
</thead>
</table>

|                      |                     |                 |                     |                                      |                |
|                      |                     |                 |                     |                                      |                |
|                      |                     |                 |                     |                                      |                |

TOTALS

Executed By: __________________________ (Signature) __________________________ (Printed Name)
Notary: ___________________________Date: __________________________

My Commission Expires: __________________________
Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.
SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS
FULTON COUNTY

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME
Index of Articles

ARTICLE  1.  CONTRACT DOCUMENTS
ARTICLE  2.  SEVERABILITY
ARTICLE  3.  DESCRIPTION OF PROJECT
ARTICLE  4.  SCOPE OF WORK
ARTICLE  5.  DELIVERABLES
ARTICLE  6.  SERVICES PROVIDED BY COUNTY
ARTICLE  7.  MODIFICATIONS/CHANGE ORDERS
ARTICLE  8.  SCHEDULE OF WORK
ARTICLE  9.  CONTRACT TERM
ARTICLE 10.  COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
ARTICLE 11.  PERSONNEL AND EQUIPMENT
ARTICLE 12.  SUSPENSION OF WORK
ARTICLE 13.  DISPUTES
ARTICLE 14.  TERMINATION OF AGREEMENT FOR CAUSE
ARTICLE 15.  TERMINATION FOR CONVENIENCE OF COUNTY
ARTICLE 16.  WAIVER OF BREACH
ARTICLE 17.  INDEPENDENT CONSULTANT
ARTICLE 18.  PROFESSIONAL RESPONSIBILITY
ARTICLE 19.  COOPERATION WITH OTHER CONSULTANTS
ARTICLE 20.  ACCURACY OF WORK
ARTICLE 21.  REVIEW OF WORK
ARTICLE 22.  INDEMNIFICATION
ARTICLE 23.  CONFIDENTIALITY
ARTICLE 24.  OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
ARTICLE 25.  COVENANT AGAINST CONTINGENT FEES
ARTICLE 26.  INSURANCE
ARTICLE 27.  PROHIBITED INTEREST
ARTICLE 28.  SUBCONTRACTING
ARTICLE 29.  ASSIGNABILITY
ARTICLE 30.  ANTI-KICKBACK CLAUSE
ARTICLE 31.  AUDITS AND INSPECTORS
ARTICLE 32.  ACCOUNTING SYSTEM
ARTICLE 33.  VERBAL AGREEMENT
ARTICLE 34.  NOTICES
ARTICLE 35.  JURISDICTION
ARTICLE 36.  EQUAL EMPLOYMENT OPPORTUNITY
ARTICLE 37.  FORCE MAJEURE
ARTICLE 38.  OPEN RECORDS ACT
ARTICLE 39.  CONSULTANT’S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
ARTICLE 40.  INVOICING AND PAYMENT
ARTICLE 41.  TAXES
ARTICLE 42.  PERMITS, LICENSES AND BONDS
ARTICLE 43.  NON-APPROPRIATION
ARTICLE 44.  WAGE CLAUSE
Exhibits

EXHIBIT A: GENERAL CONDITIONS
EXHIBIT B: SPECIAL CONDITIONS
EXHIBIT C: SCOPE OF WORK
EXHIBIT D: PROJECT DELIVERABLES
EXHIBIT E: COMPENSATION
EXHIBIT F: PURCHASING FORMS
EXHIBIT G: CONTRACT COMPLIANCE FORMS
EXHIBIT H: INSURANCE AND RISK MANAGEMENT FORMS

Instructions to Purchasing Staff: Please make sure the above Exhibits List matches the Exhibits List in Article 1 and that those Exhibits are inserted into the Contract Agreement.

APPENDICES

APPENDIX 1:

Instructions to Purchasing Staff: Only use Appendices if you are attaching Appendices, examples are listed above. Please make sure the above Appendices List matches the Appendices List in Article 1 of the Contract Agreement and that those Appendices are inserted into the Contract Agreement.

PURCHASING STAFF, REMOVE ALL INSTRUCTIONS IN YELLOW BEFORE INSERTING THIS DOCUMENT INTO THE RFQ!!
CONTRACT AGREEMENT

Consultant: [Insert Consultant Name]

Contract No.: [Insert Project Number and Title]

Address: [Insert Consultant Address]

City, State

Telephone: [Insert Consultant telephone #]

Email: [Insert Consultant Email]

Contact: [Insert Consultant Contact Name]

[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of __________, 2014 by and between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as “County”, and [Insert Consultant Company Name], hereinafter referred to as “Consultant”, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its [Insert User Department Name] hereinafter referred to as the “Department”, desires to retain a qualified and experienced Consultant to perform [Insert project description/services to be provided], hereinafter, referred to as the "Project".

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

I. Form of Agreement;
II. Addenda;
III. Exhibit A: General Conditions;
IV. Exhibit B: Special Conditions [where applicable];
V. Exhibit C: Scope of Work
VI. Exhibit D: Project Deliverables;  
VII. Exhibit E: Compensation;  
VIII. Exhibit F: Purchasing Forms  
IX. Exhibit G: Office of Contract Compliance Forms;  
X. Exhibit H: Insurance and Risk Management Forms

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

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFQ, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant’s Qualification 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 [Insert Board of Commissioners approval date and item number].

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to perform [Insert project description]. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

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

ARTICLE 5. DELIVERABLES

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

ARTICLE 6. SERVICES PROVIDED BY COUNTY

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

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

ARTICLE 7. MODIFICATIONS

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

ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.
ARTICLE 9.  CONTRACT TERM

[Insert contract term and any renewal options] Make sure the contract term matches the contract term in the solicitation document exactly.

[Use this contract term if the contract is a one-time procurement or if the project is in calendar days with no renewal options.]

Example: The contract will commence as of the date indicated in the Notice to Proceed (NTP) and will terminate as indicated in the contract.

[Use this contract term if the contract is not funded with General Fund monies (Fund 100) but will include renewal options]

[Please check with the department regarding funding, if the funding is grant funding, federal funding and/or capital funds use this term of contract. If the project is funded with General Fund monies (Fund 100), the contract must end December 31st of that calendar year and you must use the Multi-Year Contract Term below.]

Example: The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

MULTI-YEAR CONTRACT TERM

[Use this contract term if the contract is an annual contract with renewal options and funded with General Fund monies (Fund 100).]

[Please check with the department regarding funding, if the funding is grant funding, federal funding and/or capital funds the contract does not have to end on December 31st of the calendar year, use “Term of Contract” above.]

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

a. Commencement Term

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

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. [More than two renewal options must be approved by the Purchasing Director] If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2016 and shall end no later than the 31st day of December, 2016. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.
ARTICLE 10. **COMPENSATION**

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

The total contract amount for the Project shall not exceed [Insert amount approved by BOC], (Insert dollar number in words) Example: $500,000.00 (Five Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 12. **SUSPENSION OF WORK**

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

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

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.
ARTICLE 13. DISPUTES

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

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

(1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

(2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

(3) TIME IS OF THE ESSENCE and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid Qualification without prior approval of County shall constitute cause for termination.

(4) The County may, by written notice to Consultant, terminate Consultant’s right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, “Project Deliverables”.

(5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

(6) Whether or not the Consultant’s right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting
from the Consultant’s refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

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

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

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

ARTICLE 16. **WAIVER OF BREACH**

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

ARTICLE 17. **INDEPENDENT CONSULTANT**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

ARTICLE 19. **COORDINATION WITH OTHER CONSULTANTS**
Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County’s employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

**ARTICLE 20. ACCURACY OF WORK**

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

**ARTICLE 21. REVIEW OF WORK**

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

**ARTICLE 22. INDEMNIFICATION**

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

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

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

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

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

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

22.4 **Separate Counsel.**

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

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

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

**ARTICLE 23. CONFIDENTIALITY**

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

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

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

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

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

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

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

**ARTICLE 26. INSURANCE**

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

**ARTICLE 27. PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

**ARTICLE 28. SUBCONTRACTING**

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

**ARTICLE 29. ASSIGNABILITY**

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

**ARTICLE 30. ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a
month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.
ARTICLE 31. **AUDITS AND INSPECTORS**

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

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

ARTICLE 32. **ACCOUNTING SYSTEM**

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

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.
ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]
[Insert User Department Address]
Atlanta, Georgia 30303
Telephone:
Email:
Attention: [Insert User Department Representative for project]

With a copy to:

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

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]
[Insert Consultant Address]
Telephone:
Email:
Attention: [Insert Consultant Representative for project]

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**
During the performance of this Agreement, Consultant agrees as follows:

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

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

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

**ARTICLE 37. FORCE MAJEURE**

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

**ARTICLE 38. OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.
ARTICLE 39. CONSULTANT’S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

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

ARTICLE 40. INVOICING AND PAYMENT

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

Time of Payment: The County shall make payments to Consultant within 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: Invoices shall be submitted as follows:

Via Mail: Fulton County Government 141 Pryor Street, SW Suite 7001 Atlanta, Georgia 30303 Attn: Finance Department – Accounts Payable

OR

Via Email:
Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

1) Vendor Information
   a. Vendor Name
   b. Vendor Address
   c. Vendor Code
   d. Vendor Contact Information
   e. Remittance Address

2) Invoice Details
   a. Invoice Date
   b. Invoice Number (uniquely numbered, no duplicates)
   c. Purchase Order Reference Number
   d. Date(s) of Services Performed
   e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)
   a. Department Name
   b. Department Representative Name

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

**County’s Right to Withhold Payments:** The County may withhold payments, not to exceed the total of two months’ fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

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

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

ARTICLE 41. TAXES

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

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

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

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

ARTICLE 44. WAGE CLAUSE

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

CONSULTANT:

[Insert Consultant COMPANY NAME ]

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

[Insert Name & Title of person authorized to sign contract]

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]
ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.
EXHIBIT A

GENERAL CONDITIONS

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: “Fulton County Purchasing Department Request For Qualification (RFQ) General Requirements”.
EXHIBIT B

SPECIAL CONDITIONS

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

No Special Conditions were required for this Project
EXHIBIT C

SCOPE OF WORK

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.
SCOPE OF WORK

The Consultant shall
EXHIBIT D

PROJECT DELIVERABLES

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.
PROJECT DELIVERABLES
EXHIBIT E

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.
COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed $110,864.00. The detailed costs are provided below:
EXHIBIT F

PURCHASING FORMS

Instructions for Users: Insert the Purchasing forms submitted by the Consultant. Please contact Purchasing to insure you have the correct forms. Insert forms behind this cover sheet.
EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.
EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)
Exhibit1----Required Submittal
Exhibit2----Work Plan
Exhibit3----Budget Proposal
Exhibit4----Agency Proposal Overview
EXHIBIT 1

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.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Required Proposal Submittal Check List</th>
<th>Check (√)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One (1) Proposal marked “Original”, five (5) CD’s or thumbdrive</td>
<td></td>
</tr>
</tbody>
</table>
| 2      | *Form A: Georgia Security and Immigration Contractor Affidavit(s) and Agreements  
Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit |           |
| 3      | *Form B: 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      | Purchasing Forms  
Form C: Disclosure Form & Questionnaire  
Form D: Professional License  
Form E: Local Preference Affidavit of Bidder/Offeror  
Form F: Service Disabled Veteran Preference Affidavit |           |
| 9      | Office of Contract Compliance Requirements (separate envelope)  
Exhibit A: Promise of Non-Discrimination  
Exhibit C: Schedule of Intended Subcontractor Utilization |           |
| 10     | 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 |           |
| 11     | Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each |           |
| 12     | Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable) |           |
| 13     | Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable) |           |
| 14     | Exhibit 2,3, and 4 |           |
High Impact HIV Prevention Program for Fulton and DeKalb Counties - 2017

Work Plan

The work plan should incorporate all RFP related program strategies and activities. Organizations should propose specific, measurable, achievable, realistic, and time-based (SMART) process and/or outcome objectives for each activity based on past program performance and the related RFP performance target(s). Also included should be the training, capacity building, and technical assistance (TA) needs to support the implementation of the proposed program. The work plan should be a concise description on how the applicant plans to implement and monitor each program activity. Please provide the information in the text boxes below for each of the required objectives listed and include any other additional established objectives.

| Organization Name: | Click here to enter text. |

<table>
<thead>
<tr>
<th>Required Program Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Program Promotion, Outreach, and Recruitment</td>
</tr>
<tr>
<td>• HIV Testing</td>
</tr>
<tr>
<td>• Comprehensive HIV Prevention with HIV-Positive Persons</td>
</tr>
<tr>
<td>• Comprehensive HIV Prevention with High-Risk HIV-Negative Persons</td>
</tr>
<tr>
<td>• Condom Distribution</td>
</tr>
</tbody>
</table>
**EXHIBIT 2**

<table>
<thead>
<tr>
<th>Required Program Component:</th>
<th>Program Promotion, Outreach, and Recruitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Objectives</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategies and Activities</th>
<th>Process Measure (from Evaluation and Performance Measurement section)</th>
<th>Responsible Position/Key Staff</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter text</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Required Program Component:</td>
<td>Targeted HIV Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Program Objectives</strong></td>
<td>Click here to enter text.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategies and Activities</th>
<th>Process Measure (from Evaluation and Performance Measurement section)</th>
<th>Responsible Position/Key Staff</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Required Program Component:</th>
<th>Comprehensive HIV Prevention with HIV-Positive Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Program Objectives</strong></td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategies and Activities</th>
<th>Process Measure (from Evaluation and Performance Measurement section)</th>
<th>Responsible Position/Key Staff</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>
### Required Program Component:
Comprehensive HIV Prevention with High-risk HIV-Negative (HRN) Persons

<table>
<thead>
<tr>
<th>Program Objectives</th>
<th>Click here to enter text.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Strategies and Activities</th>
<th>Process Measure (from Evaluation and Performance Measurement section)</th>
<th>Responsible Position/Key Staff</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>
### Required Program Component: Condom Distribution

<table>
<thead>
<tr>
<th>Program Objectives</th>
<th>Condom Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter text.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategies and Activities</th>
<th>Process Measure (from Evaluation and Performance Measurement section)</th>
<th>Responsible Position/Key Staff</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>
## HIGH IMPACT HIV PREVENTION PROGRAM FOR FULTON AND DEKALB COUNTIES - 2017

### BUDGET PROPOSAL

<table>
<thead>
<tr>
<th>Personnel Name</th>
<th>Position Title</th>
<th>Annual Salary</th>
<th>% of Time</th>
<th># of Months</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Salaries and Wages**

$\text{Total}\text{ Salaries\ and\ Wages}$

**FRINGE BENEFITS**

$\text{FRINGE\ BENEFITS}$

**TRAVEL**

$\text{TRAVEL}$

**EQUIPMENT**

$\text{EQUIPMENT}$

**SUPPLIES**

$\text{SUPPLIES}$
EXHIBIT 3

CONTRACTUAL $ 

OTHER $ 

Indirect Cost $ 

Total Budget $ 

**PLEASE NOTE:** If the Applicant is applying for Supplemental Funding for Couples HIV Testing and Counseling or Social Network Strategy, this information must also be included in the narrative.

**Supplemental Funding** (May apply for one only) ☐ Couples HIV Testing and Counseling ☐ Social Network Strategy
The purpose of this document is to provide the Fulton County Department of Health and Wellness an overview of your agency’s proposal. This overview does not replace any portion of the RFP.

<table>
<thead>
<tr>
<th>DUNS Number:</th>
<th>EIN Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Contact/Title:</td>
<td>Email:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Ext:</td>
</tr>
<tr>
<td>Organization Website:</td>
<td></td>
</tr>
<tr>
<td>Board President/Chair:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td>Phone:</td>
</tr>
</tbody>
</table>

Is the applicant a clinical or non-clinical organization?  [ ] Clinical  [ ] Non-Clinical

Is applicant a faith-based organization?:  [ ] Yes  [ ] No

NOTE: A faith-based organization is a non-government agency owned by religiously affiliated entities such as (1) individual churches, synagogues, temples, or other places of worship; or (2) a network or coalition of churches, mosques, synagogues, temples, or other places of worship.

**Category Applying Under:**
Select the category for which you intend to apply (Applicants may apply for Category A or B)

- [ ] Category A: Routine Opt-Out HIV Testing and Prevention Services in Clinical Settings
- [ ] Category B: Targeted and Expanded HIV Testing and Prevention Services for Populations Disproportionately Impacted by HIV/AIDS

Is your agency applying for Supplemental Funding?  (Eligible applicants may apply for one only)

- [ ] Couples HIV Testing and Counseling
- [ ] Social Network Strategy

If you are selected for funding, what is the primary target population(s) that your organization proposes to serve under this Request for Proposal?

**PROPOSED TARGET POPULATION(S)**
(Select all that apply)

- [ ] Black MSM, ages 20-29;
- [ ] White MSM, ages 30-39;
- [ ] Persons Who Inject Drugs (PWID), ages 13-64;
- [ ] African American Women, ages 30-49;
- [ ] Hispanic MSM, ages 20-49;
- [ ] Transgender men and women; and
- [ ] High Risk Heterosexuals, ages 13-64

Please indicate your proposed catchment area(s), e.g., county, community, neighborhood, zip...
code, within the City of Atlanta Jurisdiction.

### POPULATION(S) SERVED - ORGANIZATIONAL EXPERIENCE

Please indicate which population(s) your agency has experience in providing HIV prevention services.

- None

<table>
<thead>
<tr>
<th>Ethnicity (Select all that apply)</th>
<th>Race (Select all that apply)</th>
<th>Age Group (Enter age group/range)</th>
<th>HIV STATUS (Select all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Hispanic/Latino</td>
<td>☐ American Indian/Alaskan Native</td>
<td>☐ &lt; 13 and less</td>
<td>☐ Positive</td>
</tr>
<tr>
<td>☐ Non-Hispanic</td>
<td>☐ Asian</td>
<td>☐ 14-19</td>
<td>☐ Negative</td>
</tr>
<tr>
<td>☐ Not Applicable</td>
<td>☐ Black /African American</td>
<td>☐ 20-29</td>
<td>☐ Unknown</td>
</tr>
<tr>
<td></td>
<td>☐ Native Hawaiian/Pacific Islander</td>
<td>☐ 30-39</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ Asian/Pacific Islander</td>
<td>☐ 40-49</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ Multi-Race</td>
<td>☐ 50-59</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ Unknown</td>
<td>☐ 60-64</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ Other(Specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MSM</th>
<th>Transgender</th>
<th>Other Risks</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ None</td>
<td>☐ None</td>
<td>☐ None</td>
</tr>
</tbody>
</table>

- Select all that apply
  - Men who have sex with men (MSM)
  - Persons Who Inject Drugs (PWID)
  - Sex in exchange for drugs, money or other items
  - Homeless
  - Other (Specify)________

- Select all that apply
  - Transgender: Male to Female
  - Transgender: Female to Male
  - Transgender: Unspecified (All)

- Select all that apply
  - Persons Who Inject Drugs (PWID)
  - Drug Use (Non-IDU)
  - Sex in exchange for drugs, money or other items
  - Homeless
  - Other (Specify):________

Please indicate which area(s) your agency has provided services, e.g., county, community, neighborhood, zip code, within the City of Atlanta Jurisdiction.

### CDC Supported High-Impact Prevention Behavioral Interventions

Select the Behavioral Intervention(s) which your agency has experience in providing.

**NOTE:** THESE INTERVENTIONS ARE NOT REQUIRED UNDER THIS RFP
## Persons Loving with HIV (PLWH)
Select all that apply
- CLEAR
- CONNECT
- d-Up!
- Healthy Relationships
- MPowerment
- Partnership for Health (Safer Sex)
- Project START
- PROMISE
- WILLOW
- None

## HIV Prevention for HIV Negative
Select all that apply
- d-Up!
- MPowerment
- Many Men, Many Voices (3MV)
- Popular Opinion Leader (POL)
- PROMISE
- Safe in the City
- VOICES/VOCES
- None

### HIGH IMPACT HIV PREVENTION TESTING

**Instructions:** Please provide an estimate of the number of tests your agency proposes to conduct and a **finite** number of Newly Identified HIV Positives your agency proposes to identify, if selected for funding.

**Proposed Number of HIV Tests**

__________

**Proposed Number of Newly Identified HIV Positives**

__________