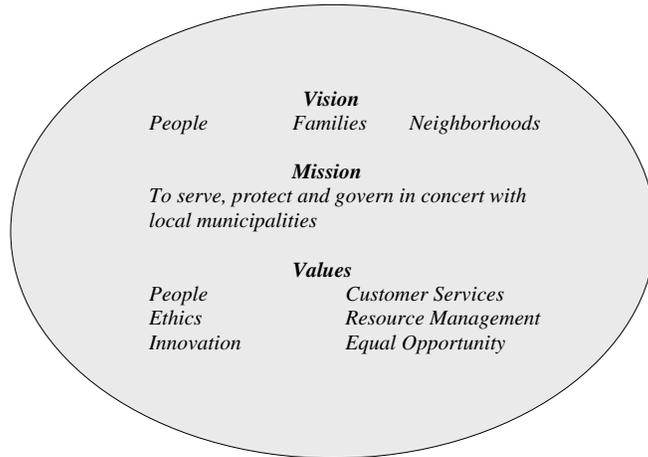




FULTON COUNTY



PURCHASING DEPARTMENT

**REQUEST FOR PROPOSAL
07RFP54832C-AP**

AGING SERVICES

For

HUMAN SERVICES DEPARTMENT

RFP DUE TIME AND DATE: April 4 , 2007 @ 11:00 AM, Local Time

PURCHASING CONTACT: Al Micah Phillips at (404) 730.4214

E-MAIL: almicah.phillips@fultoncountyga.gov

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT

**130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

SECTIONS 1-8

1.0 INTRODUCTION

- 1.1 Purpose
- 1.2 Project Description
- 1.3 Background
- 1.4 County Objectives
- 1.5 Purchasing the RFP
- 1.6 Pre-Proposal Conference
- 1.7 Delivery Requirements
- 1.8 Proposal Due Date
- 1.9 Contact Person and Inquiries

2.0 INSTRUCTIONS TO PROPOSERS

- 2.1 Procurement Process
- 2.2 Contract/Definitions
- 2.3 No Contact During Procurement Process
- 2.4 Clarification & Addenda
- 2.5 Term of Contract
- 2.6 Required Submittals
- 2.7 Proposal Evaluation⁴
- 2.8 Disqualification of Proposers
- 2.9 Reserved Rights
- 2.10 Applicable Laws
- 2.11 Minimum Participation Requirements for Prime Contractors
- 2.12 Insurance and Risk Management Provisions
- 2.13 Accuracy of RFP and Related Documents
- 2.14 Responsibility of Proposer
- 2.15 Confidential Information
- 2.16 County Rights and Options
- 2.17 Cost of Proposal Preparation and Selection Process
- 2.18 Termination of Negotiation
- 2.19 Wage Clause
- 2.20 Additional or Supplemental Information
- 2.21 Reporting Responsibilities
- 2.22 Request for Proposal General Requirements
- 2.23 Required Submittal Forms

3.0 PROPOSAL REQUIREMENTS

- 3.1 Submission Requirements
 - 3.1.1 Proposal Submission Date and Submittal Format
 - 3.1.2 Number of Copies
- 3.2 Overview of Proposal Requirements
- 3.3 Scope of Work
- 3.4 Technical Proposal Format and Content
- 3.4 Cost Proposal Format and Content

4.0 EVALUATION CRITERIA

4.1 Proposal Evaluation Criteria

5.0 PROPOSAL FORMS

5.1 Introduction

5.2 Procurement Affidavits (PA)

5.2.1 Procurement Affidavit 1 – Certification Regarding Debarment

5.2.2 Procurement Affidavit 2A - Non-Collusion Affidavit of Bidder/ Offeror Procurement Affidavit 2B - Non-Collusion Affidavit Sub-Contractor

5.2.3 Procurement Affidavit 3 – Certificate of Acceptance of Request for Proposal Requirements

5.2.4 Disclosure Form and Questionnaire

5.2.5 Bid Bond

6.0 CONTRACT COMPLIANCE REQUIREMENTS

6.1 Non-Discrimination in Contracting and Procurement

6.2 Required Forms and EBO Plan

6.2.1 Exhibit A - Promise of Non-Discrimination

6.2.2 Exhibit B – Employment Report

6.2.3 Exhibit C – Schedule of Intended Subcontractors

6.2.4 Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service

6.2.5 Exhibit E – Declaration Regarding Subcontracting Practices

6.2.6 Exhibit F – Joint Venture Affidavit

6.2.7 Exhibit G – Prime Contractor/Subcontractor Utilization Report

7.0 INSURANCE AND RISK MANAGEMENT PROVISIONS

8.0 PAYMENT BOND PERFORMANCE BOND

9.0 SAMPLE CONTRACT

10.0 APPENDICES

APPENDIX A – Examples and Definitions of Outcome Measurements

**APPENDIX B - Elderly Rights and Advocacy Definitions
Home and Community Based Services (Non-Medicad)**

ADDENDIX C - Definitions of Acronyms

APPENDIX D - Definition of Geographic Service Areas

APPENDIX E - Applicant Information Sheet

APPENDIX F - Sample Lease Agreement

APPENDIX G - Assurances

Certification Regarding Lobbying

Assurances of Compliance with Title IV of the Civil Rights Act

**Assurances of Compliance with Section 504 of the Rehabilitation Act of
1973**

	Health Insurance Portability and Accountability (HIPAA)
	Business Associate Agreement
	General Financial Requirements and Assurances
	Nutrition Program Assurances
	Contractual and Standard Assurances
	Certification Regarding Debarment, Suspension, Ineligibility
	Certification Regarding Lobbying
	Assurance of Compliance with Title VI of the Civil Rights Act – 1964
	Assurance of Compliance with Section 504
	Health Insurance Portability and Accountability Act – HIPAA
	General Financial Requirements and Assurances
	Nutrition Program Assurances
	Contractual and Standard Assurances
APPENDIX H -	Other Funding Chart – Total Funding From Other Sources
APPENDIX I -	Example and Definitions of Outcome Measurements
APPENDIX K -	Budget Sheets

SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia (“County”) is vendors to provide Aging Services for the Department of Human Services.

Proposals provided in response to this RFP 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 [insert project description here] to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves the providing of services to the aging population within Fulton County Georgia.

1.3 BACKGROUND

Through this Request for Proposal (RFP), the Department of Purchasing and Contract Compliance and the Fulton County Office of Aging (OoA), in its capacity as the County Based Agency (CBA), is soliciting proposals from potential Offerors interested in operating aging programs in each of the following geographic areas of Fulton County: North Fulton, Central Fulton, and South Fulton from July 1, 2007 to June 30, 2011. Fulton County will award contracts to service providers in each of the areas listed above. Offerors must complete this Request for Proposal to be considered. The OoA has the right to reject any and all proposals. If there is more than one qualified provider, contracts will be awarded based on a review and evaluation process by Fulton County staff, in accordance with the established procurement rules and regulations. Selected providers will become a part of the service delivery system detailed in the OoA’s FY 2008-2011 Area Plan on Aging for Fulton County as submitted to the Atlanta Regional Commission.

The Georgia Department of Human Resources, Division of Aging Services has designated the Atlanta Regional Commission (ARC) as the Area Agency on Aging for the ten county Atlanta Region. As such, ARC receives funds through the Older Americans Act (Title III B, C1, C2, & E, Title V and Title VII); the Social Services Block Grant; the Community Care Services Program; the State of Georgia for the Long Term Care Ombudsman Program, the Community Based Services Program (a cost share program), Income Tax Checkoff, Alzheimer’s Grants, and the Georgia Caregiver Resource Center; and, other fund sources to ensure that a comprehensive and coordinated service delivery system for older persons and their caregivers is available. ARC has the responsibility for developing an Area Plan for aging services and programs which describes this service delivery system in detail and the impact the Area Plan has on older residents in the planning and service area. The Area Plan is implemented through contracts negotiated with CBAs and providers to implement services for the benefit of older residents and their families/caregivers in the Atlanta Region.

Since 1991, Fulton County has been the CBA to provide Information and Assistance, Case Management, Congregate Meals, Home Delivered Meals, In-Home Services(Homemaker, Personal Care, and Respite), Non-emergency Transportation Services, Adult Day Care Services, and Volunteer Services within the boundaries of Fulton County. Fulton County has submitted a proposal to continue designation as the CBA for the next grant cycle, July 1, 2007 through June 30, 2011. Contract awards resulting from this RFP are contingent upon that designation. As the CBA, Fulton County is responsible for the implementation of the Area Plan within the boundaries of Fulton County.

The Fulton County Office of Aging implements the Area Plan directly providing Information and Assistance Services and through contracts for the provision of Case Management, Senior Center Management, Home Delivered Meal Delivery, In-Home Services, Non-emergency Transportation Services, Adult Day Care Services, and Volunteer Services.

The aging programs solicited through this RFP shall be operated to assist older adults to achieve healthy, independent, and self-sufficient lives to the extent possible and to provide information and support to their family caregivers. This will be accomplished by providing a coordinated system of community services so older persons may remain independent as long as possible. Providers are to design a client focused program with a commitment to continuous improvement in the quality of services based on the outcome measures and standards as detailed for each program and service.

1.4 COUNTY OBJECTIVES

To provide aging services to the aging population of Fulton County, Georgia.

1.5 OBTAINING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

1.6 PRE-PROPOSAL CONFERENCE

The County will conduct a Pre-Proposal Conference, on **March 14, 2007 at 2:00 P.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary. **However it is STRONGLY recommended that potential bidders attend this conference** for responding to this RFP. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP. Departmental Representatives will be in attend to respond to questions from vendors and provide other technical information. However, Fulton County's official response to questions will be reduced to writing and posted on the county's website under the solicitation being

1.7 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **April 4, 2007 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.8 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

The official business hours of operations for Fulton County Government are: 8:30 AM to 5:00 PM, Monday through Friday. Bid submissions must be delivered to the Fulton County Purchasing Department by the vendor or vendor designated courier.

Bid submissions that are sent via the United States Postal Services must be received in the Fulton County Postal Department by the appointed due date and time of the bid submission notice.

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Al Micah Phillips, Assistant Purchasing Agent, Fulton County Purchasing and Contract Compliance, Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303.** Any response made by the County will be provided in writing and posted to the County's website, www.fultoncountyga.gov, under **Bid Opportunities** for the solicitation in question. 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

The definition of words and terms used in connection with the provision of services in the Atlanta Region aging services program are provided in Appendix A. These definitions are also available on the Georgia Division of Aging Services website:

<http://aging.dhr.georgia.gov>. The GA Department of Human Resources Service Definitions for Home and Community Based Services (Non-Medicaid) is included in Appendix B.

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

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

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

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.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

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.

**Georgia Department of Human Resources Division of Aging Services
Requirements for Non-Medicaid Home and Community Based Services**

General Service Requirements

Definitions and Taxonomy of Services

The following words and terms shall have the following meanings when used in conjunction with the administration of the statewide aging services program:

- (1) Acquisition - As pertains to the federal reversionary policy, means obtaining ownership of an existing facility in fee simple or by lease.
- (2) Activities of Daily Living (ADLs) - Those basic activities and behaviors that are the most fundamental self-care activities to perform, and which indicate whether a person can care for his/her own physical needs. On the DON-R, these activities are defined as *eating, bathing, grooming, dressing, transferring in and out of bed or chair, and bowel and bladder continence care*. The evaluation of ability to perform or impairment in these functional areas, and corresponding unmet need for care, contribute to a comprehensive client assessment and development of a plan of care.
- (3) Assistive devices - Any of a broad category of health related support services equipment such as wheelchairs, walkers, prostheses, and other medical equipment.
- (4) Center facility - A senior center or multipurpose senior center.
- (5) Congregate meal site - The generic term for a facility and/or a minimum level of service within a facility that may be either a nutrition site, a senior center, or a multipurpose senior center. As a minimum level of service, it refers to the provision of meals, nutrition education, and nutrition outreach to eligible persons and their spouses, the cost of which is supported in part or in full by Older Americans Act funds and other applicable sources of funding provided through the DAS/AAA contract.
- (6) Congregate nutrition service provider - An agency that is awarded a subcontract from an area agency on aging to provide congregated nutrition services and which may include meal preparation.
- (7) Congregate nutrition services - The provision of services at a congregated meal site in accordance with requirements established at §304 relating to Nutrition Service Requirements.
- (8) Construction - As pertains to the federal reversionary policy, this means building a new facility to be used as a center facility, including the costs of land acquisition and architectural and engineering fees, or making modifications to or in connection with an existing facility which are in excess of double the square footage of the original facility and all physical improvements.
- (9) Consultant - An individual or contract full-time or part-time to perform professional services.

- (10) DAS - The Division of Aging Services, the Georgia State Unit on Aging.
- (11) Data Management - Activities including data entry of client and provider information, maintenance of automated information system software data information, and records management.
- (12) Department - The Georgia Department of Human Resources.
- (13) Disability - A disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that results in substantial functional limitation in one or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, cognitive functioning and emotional adjustment {OAA, Sec. 102(8)}
- (14) DON-R - The Determination of Need-Revised assessment instrument, the core instrument used by Area Agencies/service providers in establishing eligibility and managing waiting lists for both non-Medicaid Home and Community Based Services and for the Medicaid Community Care Services Program.
- (15) Elderly - Those persons aged 60 and over.
- (16) Focal point - The Area Agency on Aging in each region and, in some cases, other highly visible facilities or sites designated by the AAA and with which the AAA coordinates to provide information about services for older adults and their caregivers.
- (17) Home and Community Based Services - The broad range of services and settings available to older and disabled persons living in their own home or in other non-institutional residential settings, which foster health, independence and self-sufficiency to those persons, and support, when needed, to their caregivers. For purposes of this manual, this term refers to those services, as defined in the DAS Taxonomy, which are paid for by non-Medicaid Federal funds and State and local matching and non-matching funds.
- (18) Homebound - The state of being unable to leave one's home without assistance due to illness, incapacitating disability, or frailty.
- (19) Instrumental Activities of Daily Living (IADLs) - The more complex activities associated with daily life, which indicate applications of the basic Activities of Daily Living. On the DON-R the IADLs are identified as *managing money, telephoning, preparing meals, laundry, housework, mobility outside the home, managing routine health care needs, managing special health care needs, and the ability to be alone at home*. These nine indicators, along with the indicators for performing basic ADLS, are taken into account in a comprehensive assessment of an adult's functional capacity.
- (20) Licensed Dietician - In Georgia, a Registered Dietician who meets the professional standards established by the State.
- (21) Meal packaging - Permanent or disposable trays or cups with lids or seals, and bags or boxes which are designed and used for delivery of individual servings of food for meals.

- (22) Meal provider - An agency or organization that is a subcontractor of the area agency on aging or a congregate or home delivered nutrition services provider to provide meals. A meal provider is not necessarily the same type entity as a service provider, and may be a vendor only.
- (23) Menu cycle - A preplanned, written sequence of daily menus for a minimum of four weeks.
- (24) Mini-Mental Status Examination (MMSE) - An instrument used to assess cognitive functioning/impairment in adults in community settings.
- (25) Modified diet/therapeutic meals - Meals which are modified in some way to better meet the clinical or nutritional needs of the individual. Could have limitations in sugar, salt, fat, protein, calories, or other nutrients, or restrictions on/changes in texture or means of preparation.
- (26) Multipurpose senior center - A community facility for the organization and provision of a broad range of services, on a daily basis, to include health services (including mental health), social, nutritional, and educational services and the provision of facilities for recreational activities for older persons.
- (27) Nutrition site - A facility the primary purpose of which is the provision of congregate meal services and which does not offer other supportive services.
- (28) On-site food service - Congregate and home delivered meals prepared by a nutrition services provider directly (rather than a commercial food vendor) for one or more nutrition sites.
- (29) Potentially hazardous food - Any food that consist in whole or in part of milk or milk products, eggs, meat, fish, shell fish, or other ingredients including synthetic ingredients, in a form capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms. The term does not include clean, whole, uncracked, odor-free shell eggs or foods with a pH level of 4.5 or below, or a water activity (Aw) value of 0.85 or less.

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 proposal 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 RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. 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 received after **March 26, 2007 @ 5:00 PM**, 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 RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing and Contract Compliance
Attn: Al Micah Phillips, Assistant Purchasing Agent
Department of Purchasing and Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: almicah.phillips@fultoncountyga.gov
Telephone: 404.730.4214
Fax: 404.893.1736
07RFP54832C-AP, Aging Services

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

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

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda 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 RFP. 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 Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

Any contract awarded as a result of this Request for Proposal will be contingent on the availability of funds from ARC and Fulton County. The terms and conditions of the contract with ARC and any subsequent policy decisions, laws or regulations shall be applied to the contractor chosen through this process.

The initial term of any contract awarded as a result of this Request for Proposal will be for one (1) year July 1, 2007 through June 30, 2008, with the County having the option to renew for three (3) additional one (1) periods (July 1, 2008 through June 30, 2011, and contingent on vendor's satisfactory performance and the availability of funds. Fulton County reserves the right to terminate contracts due to non-availability of funds, due to default or for cause, or for convenience.

Budgets, units provided, and unit costs will be reviewed annually and adjustments to contracts will be made based on actual expenditures, units delivered, numbers of persons served and allocations received through the Georgia Department of Human Resources (DHR) Division of Aging Services, ARC and Fulton County. During this RFP process, one-year budgets for each service the bidder is proposing will be reviewed in accordance with directives provided by the DHR Division of Aging Services, ARC, and the Fulton County Procurement process.

2.6 REQUIRED SUBMITTALS

See the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three members from the Human Services Department and two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal 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 considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, 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 proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals 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 Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, 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 Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 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 Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal 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 RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

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.

2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- 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 Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, 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 Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- 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 Proposal(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 RFP.
- All Proposals (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 Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal 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 RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCES

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, 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 Proposal. 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 Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 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 Proposal 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.

2.19 WAGE CLAUSE

Pursuant to 102-391, 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.

2.20 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 required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the David Summerlin, **David Summerlin, Fiscal Officer, Human Services Department**, or designated representative of the department.

FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

07RFP54832C-AP, Aging Services

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

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

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

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

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. 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.
15. 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.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a

- proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
 22. 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.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
 27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a

certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

Item #	Required Bid Submittal Check Sheet	Checked (√) (able)	Checked (√) (ompleted)
1) Bid marked “ Original ”, 1(6) copies		
2	Bid Form – submittal shall show amounts for both Base Bid and Alternate and shall be signed and sealed by the bidder. All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.		
3	Bid Breakdown Form		
4	Acknowledgement of each Addendum		
5	Bid Bond (separate envelope if Public Works Construction project)		
6	Purchasing Forms Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Non-Collusion Affidavit of Sub-contractor Form C - Certificate of Acceptance of Request for Bid/Proposal Requirements Form D - Certificate Regarding Debarment Form E - Corporate Certificate Form F - Disclosure Form & Questionnaire		
7	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)		
8	Risk Management Insurance Provisions Form		
9	Project References		
10	<u>Bid Bond</u>		

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **April 4, 2007 at 11:00 A.M.** and must be addressed to:

**07RFP54832C-AP, AGING SERVICES
Fulton County Department of Purchasing and Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal 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 proposal forms.

THE PROPOSAL SUBMITTALS SHALL BE SUBMITTED IN SEPARATE, IDENTIFIABLE SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

- **THE TECHNICAL PROPOSAL,**
- **THE COST PROPOSAL,**
- **AND CONTRACT COMPLIANCE EXHIBITS**

Each envelope or package shall be clearly marked as follows:

**07RFP54832C-AP
Aging Services
Technical or Cost Proposal
Proposer's Name and Address**

3.1.2 Number of Copies

TECHNICAL PROPOSAL: Proposers shall submit one (1) original and six (6) copies of the Technical.

COST PROPOSAL: Proposers shall submit two (2) copies of the Cost Proposals. The Cost Proposals must be in a separately sealed and identifiable envelope, label **COST PROPOSAL**.

CONTRACT COMPLIANCE EXHIBITS: Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals 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 Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

MANDATORY REQUIREMENTS

Program Legislation, Regulation, Program Standards and/or Guidelines:

Detailed information concerning the legislation, regulation, program standards and guidelines in the delivery of Home and Community Based Services (non-Medicaid) is available from the following two documents which are accessible through their identified websites.

- Administration on Aging web page for Older Americans Act (<http://www.aoa.gov/about/legbudg/oa/OAA-compilation-unofficial.pdf>)
- DHR/DAS HCBS Manual (web page available at <http://aging.dhr.gov> and look under Publications – HCBS).

Mandatory Submission Requirements:

Responses to this RFP must be submitted under two separate proposals: Program Proposal and Budget Proposal. The Program Proposal focuses on the capacity to deliver the services. This proposal is divided into four sections: 1) Organizational Capacity; 2) Other Resources and Partnerships; 3) Program Overview; 4) Scope of Services for Core Services; and 5) Scope of Services for Specialized Services. Detailed guidelines for the Program Proposal are on pages 7-13.

The second proposal, the Budget Proposal, will include a budget for each service the Offeror is proposing to provide for one year, beginning July 1, 2007 and ending June 30, 2008. Detailed guidelines for the Budget Proposal are on page 14.

Options for Competitive Bid as an Aging Services Provider:

Services available for bid include:

- A. **Core Services:** All four of the below listed services must be provided directly by the bidding agency. Agencies may bid to provide these services for one, and only one, of the geographic areas, as outlined in Appendix D. Agencies may include Specialized Services either directly or through subcontracts.
 - 1) Senior Center Management
 - Option 1)A inclusive of Transportation Services
 - Option 1)B Transportation Services Not included
 - 2) Home Delivered Meal Delivery
 - 3) Care Management
 - 4) Volunteer Services

- B. **Specialized Services:** Qualified agencies may bid on one or more of the following services.
 - 1) In-Home Services – Homemaker, Personal Care, and Respite
 - Direct service provider must be a State Licensed Agency to provide In-Home Services. (In the case of subcontracts the direct service provider must be Licensed; however, the lead agency does not need to be licensed.)
 - Direct service bids may include one, two or all of the geographic areas, as outlined in Appendix D.
 - 2) Adult Day Care
 - Providers will be selected for the South and Central geographic area of the County as outlined in Appendix D.

Qualified bidders may bid on Mandated and Specialized services. Specialized services may be subcontracted to qualified service providers.

Lease Agreements for County Facilities

The successful bidders for Senior Center Management will be required to sign Lease Agreements for the County Facilities. There is no exchange of rent for the lease of the facilities. Refer to Appendix F for a sample Lease Agreement. The Contractor will be responsible to furnish staff supplies, including copy machines, fax machines and staff computers.

Payment of Services:

The following services called for in this RFP are reimbursed on a unit cost basis:

- Home Delivered Meals – 1 unit = one meal delivered
- Volunteer Services – 1 unit = one hour of service
- In-Home Services – 1 unit = one hour of service

- Adult Day Care – 1 unit = one hour of service

The following services called for in this RFP are reimbursed on the following basis:

- Senior Center Management
Reimbursement for Senior Center Management is based upon the projected cost of service provision, as proposed in the budget section of the awarded agencies proposal. Monthly reimbursement will equal 1/12 of the annually agreed upon amount. Failure to maintain the average daily attendance, as outlined in Appendix D, may result in a reduction in reimbursement in an amount commensurate with the attendance shortfall.
- Case Management
Reimbursement for Case Management services is based upon the projected cost of service provision, as proposed in the budget section of the awarded agencies proposal. Monthly reimbursement will equal 1/12 of the annually agreed upon amount. Failure to meet requirements set forth in this RFP may result in a reduction of reimbursement.

Budget Requirements:

All Offerors are expected to submit a budget for each service to be provided using the Excel spreadsheet located in Appendix K. Although some services are not reimbursed by units, each Offeror will develop separate unit cost for each service to be provided.

Hardware/Software Equipment Requirements:

Listed below are the minimum specifications for equipment, the operating systems, and software required for providers to comply with the recording requirements of the Division of Aging Services Aging Information Management System (AIMS), the Enhances Services Program (ESP) and the Client Health Assessment Tool (CHAT). See Appendix C for descriptions of UCM, AIMS, ESP and CHAT.

PC Workstation:

- Pentium IV, GHz/1GB, 40 GB Hard Drive (or better)
- 512 MB RAM (or higher)
- 17 “ Screen (1024x768 screen resolution)
- Graphics card
- Network card to support DSL or other high-speed Internet connection
- Good quality laser printer
- Keyboard
- Mouse
- Windows XP Pro Operating System (Must maintain updated versions and all patches for operating system.)

Connectivity:

The Offeror must have the ability to connect to the Internet and the AIMS server through digital Service Line or other high-speed Internet connection.

In addition, agencies applying for Case Management Services must have the following:

- A wireless internet account

- one laptop computer with Windows XP and a wireless access card for each Case Manager

Contractual and Administrative Assurances:

The following eight (8) assurances must be signed and included with the proposal package. (All assurances are located in Appendix G.)

- Contractual and Standard Program Assurances
- Nutrition Program Assurances
- General Financial Requirements and Assurances
- Assurance of Compliance with Title VI of the Civil Rights Act of 1964
- Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended, and the Americans with Disabilities Act of 1990
- Disclosure of Lobbying Activities
- Certifications Regarding Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements and Lobbying
- Health Insurance Portability and Accountability Act (HIPAA Business Associate Agreement)

Sample Contract:

Exceptions to the contract should be identified and submitted with the Offeror’s proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements of the RFP. Prior to award, the apparent winning Offeror will be required to enter into discussions with the Fulton County Office of Aging to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification.

Failure to resolve contractual differences will lead to rejection of the Offeror’s proposal. Fulton County reserves the right to modify the contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Conflict of Interest:

If an Offeror has any existing client relationship that involves the Fulton County, the Offeror must disclose each relationship.

PROGRAM PROPOSAL

All of the following information which must be submitted in the Program Proposal. Offeror must demonstrate their ability to satisfy all qualifications and technical requirements to perform the required services. The Program Proposal must be structured in the order as identified below and labeled with the corresponding titles stated below using the same outline numbers.

The Program Proposal consists of five parts:

- 1.0 Organizational Capacity**
- 2.0 Other Resources and Partnerships**
- 3.0 Client Services**
- 4.0 Scope of Services for Core Services**
- 5.0 Scope of Services for Specialized Services**

All of the requested items in each of these sections must be **addressed and identified by the appropriate number and heading as listed below**. The 1.0 Organizational Capacity section is an overview of the Offeror's organization detailing its capacity to deliver services; 2.0 Other Resources and Partnerships addresses partnerships and/or collaborations with other community organizations or private businesses; 3.0 Client Services addresses marketing strategies, client confidentiality and contributions, quality assurance plans, and provides a complete listing of services to be provided; 4.0 Scope of Services for Core Services section identifies and describes the core services to be provided; and, 5.0 Scope of Services for Specialized Services must be completed for In-home Services (must include Homemaker, Personal Care, and Respite) and Adult Day Care Services.

All Offerors must provide general information by completing the Applicant Information Sheet with required signature included in Appendix E. **This sheet is to be used as the cover sheet for the completed Program Proposal**. In addition to this information, Offerors must attach Articles of Incorporation (if private organization) and copies of appropriate licenses required to provide stated services. Insert this information immediately following the Applicant Information Sheet.

Each of the following items must be addressed. Use the numbers and headings as outlined below in the narrative.

1.0 ORGANIZATIONAL CAPACITY

Please provide brief descriptions of each of the following:

1.1 Purpose of Organization

Briefly state the vision and mission of the organization

1.2 Capacity to Deliver Services

Outline Offeror's background and capacity to provide services effectively. Discuss the qualifications and capability to provide effective services that will meet all program standards.

1.3 Hours of Operation

List the hours and days of operation for administrative offices and service delivery sites, including whether supervisory or office support staff are available weekends, evenings, or holidays.

1.4 Staffing Structure

Provide an organization chart detailing staff structure and lines of authority. Job descriptions for the staff responsible for supervising or directing the proposed programs/services must also be included.

1.5 Subcontracting

Describe any proposed subcontract agreements, detailing service delivery plan. Include a description of subcontractor qualifications, requirements and how the subcontractor will be monitored.

1.6 Performance Relative to Providing Quality Services

Briefly describe any performance audits, monitoring of programs or program certifications of awards that the organization has received which verify the organization's ability to provide quality services. All organizations must demonstrate a commitment and capacity to provide quality aging services.

1.7 Financial Capacity

Provide a brief financial history that proves the organization has financial capability and capacity to deliver the services for which the organization is applying. List any other grants the Offeror has administered during the past five years. Provide a copy of the last completed audit and respond to any audit findings or corrective action plans implemented to resolve audit findings. All organizations must demonstrate financial stability, fiscal control and compliance with Generally Accepted Accounting Principles.

1.8 Technology and Ability to Meet Reporting Requirements

Describe Offeror's capacity for and use of technology, both in Offeror administration and delivering services. Detail Offeror's strategic plan for maintaining adequate stock including hardware, software and voice/data services. Indicate capacity or plan to interface with the Division of Aging Services Aging Information Management System (AIMS) for reporting. (See Appendix C for definition/description of Aging Information Management Systems (AIMS).) Detail person(s) responsible for data validation, data entry and reporting.

2.0 OTHER RESOURCES AND PARTNERSHIPS

2.1 Other Resources

Detail all other resources available to support aging programs that will assure the capacity of the organization to enhance aging services. Provide a listing identifying the percentage of funding from all sources. Also identify the use of volunteers and other in-kind support such as free rent, etc. (Use chart in Appendix H to provide listing.)

2.2 Partnerships

Describe any partnerships or collaborations with other community organizations or private businesses that will strengthen the services provided by Offeror. Include any special initiatives and innovations that will enhance Offeror's program in the community.

3.0 CLIENT SERVICES

3.1 Outreach or Marketing Plan

Describe the outreach/marketing plan for Offeror including the methods Offeror will use to provide outreach to persons in the community as well as minorities, homebound or otherwise isolated individuals. Describe methods to reach individuals with limited English speaking, proficiency, ethnic and cultural diversity, and sensory impairments.

3.2 Client Confidentiality

Describe how Offeror and its subcontractors, if any, will be compliant with the Health Insurance Portability and Accountability Act (HIPAA). Focus on policy or procedures concerning client confidentiality.

3.3 Client Contributions

Describe process for soliciting and handling client fees or contributions toward the cost of the services.

3.4 Quality Assurance Program or Plan:

Describe how Offeror will insure the quality of the program or services to clients. Describe how the effectiveness of the program will be measured and how clients' satisfaction with services will be determined.

3.5 Client Complaints and Issues

Describe how the Offeror will resolve client issues effectively and timely and how Offeror will interface with the Atlanta Regional Commission to resolve issues effectively.

4.0 SCOPE OF SERVICES FOR CORE SERVICES

Thoroughly describe how each of the following services will be provided. Refer to "Service Definitions for Home and Community Based Services" (Appendix B) for the definitions of the services. For details concerning standards of providing services see (the DHR/DAS HCBS Manual (web page available at <http://aging.dhr.gov> and look under Publications – HCBS).

4.1 Case Management – Case Management agencies are required to secure a relationship with a professional with a Master's degree in Social Work or Gerontology and 5 years experience in geriatric service delivery to provide clinical oversight, client file review, and support to Case Management staff on a monthly basis.

For you planning and projection purposes the number of current cases are as follows:

North Fulton	299
Central Fulton	913
South Fulton	360

Provide a thorough description of how the Offeror will provide the case management services to clients focusing on the items below.

- Describe assessment, care plan and service coordination functions of case management Program.
- Describe staffing pattern and proposed staff to client ratio.
- Describe how the staff will be supervised and monitored to insure quality and appropriateness.
- Describe ongoing training for staff.
- If appropriate, describe method for managing waiting lists of services.

4.2 Senior Center Management

Describe how the agency will operate senior center(s) and provide congregate meals in accordance with standards. Include a description of health and wellness activities and other supportive services that will enhance the delivery of nutrition services (see 5.0 above for a listing of activities). For your planning and projecting purposes see Appendix D, which lists the Senior Centers in each geographic area, including their location, current number of registered, participants, and average daily attendance.

4.2.1 Meal Provision

The provision of meals is not the responsibility of the Senior Center Management contractor. Congregate Meals are provided under a separate contractual agreement and Fulton County pays the meal provider directly. Do not include the cost of meals in the proposal to provide Senior Center Management.

4.2.2 Service Staffing Pattern, Training and Supervision

Describe the staffing pattern for the senior center operation (e.g. wellness coordinator, senior center manager and support staff).

Discuss the use of volunteers in the program and the training for both staff and volunteers. Describe how the staff providing this service will be supervised and monitored internally to insure quality and appropriateness.

4.2.3 Special Initiatives or Collaborations:

Describe any partnerships or collaborations with other community organizations or private businesses that will strengthen the senior center program provided by Offeror.

4.2.4 Outreach or Marketing Plan

Describe special outreach or marketing activities for senior centers.

4.2.5 Emergency Management Plan

Describe Offeror plans for meal provision in the event of an emergency or disaster and how Offeror will collaborate with other local agencies.

4.2.6 Outcome Measurements

List the outcome(s) proposed to measure senior centers for SFY 2008 year and how you will measure them. In identifying outcome measurements, develop the following: (See examples in Appendix .)

- Goals: What long term result is intended?
- Objectives: What results are intended? Objectives should have a definite time frame and should always be measurable. List as many objectives as needed
- Action Steps: State what tasks or activities must be completed to achieve the objective; who is responsible for them; and when they will be completed. List as many action steps as needed to accomplish the objective.
- Time Line: What is the 31 beginning and projected

completion date and who is responsible?

- Performance Measure: What results will indicate that the objective has been achieved? How will success be measured?

4.2.7 Transportation for Senior Centers

Transportation Services must meet all minimum requirements outlined in the Georgia DHR Transportation Manual, which can be access on-line at the following address:

www.odis.dhr.state.ga.us/1000_adm/1400_t&s/1425_Trans/MAN1425.doc

Provide a thorough description of how transportation services will be provided for Senior Centers by the Offeror including the following items:

- Describe types of transportation services (fixed route, group) and how priority for service to client will be determined.
- Describe in detail the vehicles that will be used to transport participants.
- If service is subcontracted, list proposed subcontract agreements and describe in detail the plan for service delivery.
- Describe how the Offeror will resolve client issues effectively and timely.

4.3 Home Delivered Meal Delivery

Describe how the agency will deliver home delivered meals. Additionally include information on the provision of the following required services: nutrition education and counseling services, health and wellness interventions, nutrition screening, nutrition outreach and information sharing. **Home Delivered Meals must be provided 250 days.**

For your planning and projection purposes the following number of clients are currently being served in each geographic area:

North Fulton:	226
Central Fulton:	501
South Fulton:	267

4.3.1 Meal Provision

The provision of meals is not the responsibility of the Meal Delivery contractor. Home Delivered Meals are provided under a separate contractual agreement and Fulton County pays the meal provider directly. Do not include the cost of meals in the proposal to provide Home Delivered Meal Delivery.

4.3.2 Other Services

Describe other agency services such as case management that support the home delivered meals program.

4.3.3 Service Staffing Pattern, Training and Supervision

Describe the staffing for the home-delivered meals program. Additionally, describe how home-delivered meals volunteers will be recruited and trained. Describe how the staff providing this service will be supervised and

monitored internally to insure quality and appropriateness.

4.3.4 Special Initiatives or Collaborations:

Describe any partnerships or collaborations with other community organizations or private businesses that will support the home delivered meals program.

4.3.5 Outreach or Marketing Plan

Describe special outreach or marketing activities for the home delivered meals program.

4.3.6 Emergency Management Plan

Describe Offeror's plans for the provision of home delivered meals in the event of an emergency or disaster. Describe how Offeror will collaborate with other local agencies.

4.3.7 Outcome Measurements

List the outcome(s) proposed to measure for home delivered meals for SFY 2008 year and how you will measure them. In identifying outcome measurements, develop the following: (See examples in Appendix N.)

- Goals: What long term result is intended?
- Objectives: What results are intended? Objectives should have a definite time frame and should always be measurable. List as many objectives as needed
- Action Steps: State what tasks or activities must be completed to achieve the objective; who is responsible for them; and when they will be completed. List as many action steps as needed to accomplish the objective.
- Time Line: What is the beginning and projected completion date and who is responsible?
- Performance Measure: What results will indicate that the objective has been achieved? How will success be measured?

4.4 Volunteer Opportunities

Thoroughly describe how volunteer opportunities will be provided focusing on the following items:

- Describe volunteer program including recruitment, numbers of volunteers and retention.
- Describe program areas where volunteers are used.
- Describe how volunteers will be supervised and monitored to insure quality and appropriateness.
- Describe ongoing training for 33 volunteers.

5.0 SCOPE OF SERVICES FOR SPECIALIZED SERVICES

5.1 **In-Home Services** - For you planning and projection purposes the number of current cases are as follows:

	Homemaker Clients/Units	Personal Care Clients/Units	Respite Clients/Units
North Fulton	177 / 670	51 / 206	10 / 80
Central Fulton	435 / 3,216	168 / 1,532	11 / 215
South Fulton	187 / 1,148	63 / 645	9 / 147

Provide a separate description of: **personal care, homemaker, and respite care** focusing on the following items:

- Describe service delivery including information related to scheduling, duration and frequency of services.
- Describe staffing pattern.
- Describe how the staff will be supervised and monitored to insure quality and appropriateness.
- Describe ongoing training for staff.
- If service is subcontracted, list proposed subcontract agreements and describe in detail the plan for service delivery.

5.2 Adult Day Care

For planning and projection purposes the County will fund 20 slots for Adult Day services, 10 in Central Fulton and 10 in South Fulton. A slot represents the placement of an individual for 5 days a week, and average of 6 hours a day. Over the course of the contract more than one person may use a slot, but no more than one person may occupy a slot at one time. Provide a description of Adult Day Care services. Include the following information in each description:

- Describe where the service will be provided.
- Describe how service will be provided.
- Describe staffing pattern and proposed staff to client ratio, where applicable.
- Describe how the staff will be supervised and monitored to insure quality and appropriateness.
- Describe ongoing training for staff.

BUDGET PROPOSAL

Please provide a budget for each service the Offeror is proposing to provide using the budget sheet found in Appendix K. The budget must be developed for one year, beginning July 1, 2007 and ending June 30, 2008. The Budget Proposal must be developed and submitted in a separate package and labeled as "Budget Proposal." The Budget Proposal must include all of the following:

- Budget Narrative to explain projected 34 costs and local revenue leveraged on

behalf of the program.

- Completed budget spreadsheet (Appendix K) for each service proposed. The budget spreadsheet is an excel spreadsheet that includes a page for each service. Click on the tab for each proposed service and complete the sheet. If additional expenses or service contracts are included please specify the type of expense or service provided through a contract.

EVALUATION PROCESS

The Program Proposal and the Budget Proposal will be evaluated and scored based on the evaluation criteria identified below. Maximum points for the Program Proposal is 80 points and for the Budget Proposal is 20 points for a total maximum score of 100 points. Proposals for Core Services and each Specialized Service will be scored separately.

Program Proposal

The Program Proposal will be evaluated according to the criteria in the following chart: Scoring for Specialized services will be evaluated adding the scores from 1.0, 2.0, 3.0, and 4.0 to the Scope of the specific specialized service.

Program Proposal Evaluation Criteria

	Maximum # of Points for Bids on Core Services	Maximum # of Points for Bids on Core Services	Maximum # of Points for Bids on Core Services
1.0 Organizational Capacity Thorough description of Offeror's capacity to deliver services.	10	10	10
2.0 Other Resources and Partnerships	5	5	5
3.0 Client Service	10	10	10
Local Preference (Central Office within Fulton County)	10	10	10
Provided evidence of Fiscal Soundness	5	5	5
4.0 Scope of Services for Core Services Comprehensive description of service delivery, staffing, outcome measurements and other required items for each service.			
▪ Case Management	10		
▪ Senior Center Management	10		
▪ Home Delivered Meal Delivery	10		
▪ Volunteer Services	10		
5.0 Scope of Services Specialized Services Comprehensive description of specialized services (Scoring of Specialized Services will be considered separately by service.)			
▪ In-Home Services			

○ Homemaker		15	
○ Personal Care		15	
○ Respite		10	
▪ Adult Day Care			40
Total Possible Score	80	80	80

Budget Proposal

The following criteria will be used in evaluating the budget proposal:

Budget Proposal Evaluation Criteria	Maximum # Points for this section
Narrative	
▪ Offeror provided a budget narrative that was clear and concise in describing the proposed budget	5
Budget Spreadsheets	
▪ Offeror accurately identified services costs	5
▪ Offeror projected Program Income, as applicable.	5
▪ Offeror has a reasonable cost for the # of services provided.	5
TOTAL POINTS	20

Rejection of Proposals/Cancellation of RFP

The Department of Purchasing and Contract Compliance, in conjunction with the Atlanta Regional Commission (ARC) reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the ARC. It is also within the right of the ARC to reject proposal that do not contain all elements and information requested in this document. The ARC reserves the right to cancel this RFP at any time. The ARC will not be liable for any cost/losses incurred by the Offeror’s throughout this process.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the bidders ability to carry out the project and meet the project outcomes.

Section 1 - Executive Summary [Required]

The executive summary shall 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.

Section 2 – Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.
3. Description of project deliverables.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel [Required]

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years work experience.
3. 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 Experience
 - Relevant Training
 - Courses completed during past five (5) years
 - Previous Work Experience related to Aging Services in the State of Georgia
 - Include two (2) references for each key personnel member on similar projects.
 - Include the role and responsibilities that each key personnel member will perform on this project.

Section 4 – Relevant Project Experience [Required]

In accordance with the minimum qualifications in section 1.4 of this RFP, identify three (3) projects where the Proposer has³⁷performed at least three (3) analysis or process reviews of a Property Tax System with entities comparable to Fulton County within the

past three (3) years. Such entities include cities and/or counties which provide appraisal and assessment of real and tangible business personal property. 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 5 – Proposer Financial Information [Required]

Proposers will be evaluated on the strength of their Financial Statements. Annual reports include Financial Statements from recent years, which will also be reviewed. The review will focus upon the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements. Ratio Analysis will be included in determining the Proposer's financial strength as well as a review of the sources and uses of funds.

The follow documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a "Fail" for the "Financial Responsibility" criteria for the Proposal Evaluation Criteria provided in Section 4.

Financial Statement/Capability

Offerors will be evaluated on the strength of their Financial Statements. Annual reports include Financial Statements from recent years, which will also be reviewed. The review will focus upon the Offerors Statement of Income, Balance Sheet and Cash Flow Statements. Ratio Analysis will be included in determining the Offerors financial strength as well as a review of the sources and uses of funds.

In order for the County to evaluate, verify and understand the Offerors financial capability, the following documentation is requested for the Offeror:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Offerors most recent Dun & Bradstreet and/or Value Line Reports.
- (4) Documentation and discussion of the financial condition and capability of the Offeror (s).

-
- (5) State whether the Offeror or any member of the Offerors team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

Section 6 - Availability of Key Personnel [Required]

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

Section 7- Location of Firm [Required]

Please provide the business location (the term business location means a physical structure, office of suite but does not include a post-office box or a temporary job or project site location) of the Proposer or Bidder. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or partnership agreement including the business address of all members.

3.5 COST PROPOSAL FORMAT AND CONTENT

The Price Proposal shall be provided in a **separate sealed envelope** in accordance with specifications. The Price Proposal 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 Cost Proposal.

Section 2 - Completed Price Proposal Forms

The Proposer is required to complete **all** of the Price Proposal Forms included in Section 3 of the RFP. Section 3 provides a description of the Price Proposal Forms.

**SECTION 4
EVALUATION CRITERIA**

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

EVALUATION PROCESS

The Program Proposal and the Budget Proposal will be evaluated and scored based on the evaluation criteria identified below. Maximum points for the Program Proposal is 80 points and for the Budget Proposal is 20 points for a total maximum score of 100 points. Proposals for Core Services and each Specialized Service will be scored separately.

Program Proposal

The Program Proposal will be evaluated according to the criteria in the following chart: Scoring for Specialized services will be evaluated adding the scores from 1.0, 2.0, 3.0, and 4.0 to the Scope of the specific specialized service.

Program Proposal Evaluation Criteria

	Maximum # of Points for Bids on Core Services	Maximum # of Points for Bids on Core Services	Maximum # of Points for Bids on Core Services
1.0 Organizational Capacity Thorough description of Offeror’s capacity to deliver services.	10	10	10
2.0 Other Resources and Partnerships	5	5	5
6.0 Client Service	10	10	10
Local Preference (Central Office within Fulton County)	10	10	10
Provided evidence of Fiscal Soundness	5	5	5
7.0 Scope of Services for Core Services Comprehensive description of service delivery, staffing, outcome measurements and other required items for each service.			
▪ Case Management	10		
▪ Senior Center Management	10		
▪ Home Delivered Meal Delivery	10		
▪ Volunteer Services	10		
8.0 Scope of Services Specialized Services Comprehensive description of specialized services (Scoring of Specialized Services will be considered separately by service.)			

▪ In-Home Services			
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○ Homemaker		15	
○ Personal Care		15	
○ Respite		10	
▪ Adult Day Care			40
Total Possible Score	80	80	80

Budget Proposal

The following criteria will be used in evaluating the budget proposal:

Budget Proposal Evaluation Criteria	Maximum # Points for this section
Narrative	
▪ Offeror provided a budget narrative that was clear and concise in describing the proposed budget	5
Budget Spreadsheets	
▪ Offeror accurately identified services costs	5
▪ Offeror projected Program Income, as applicable.	5
▪ Offeror has a reasonable cost for the # of services provided.	5
TOTAL POINTS	20

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit of Bidder/Offeror Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements
Procurement Affidavit Form 4	Disclosure Form and Questionnaire
Procurement Affidavit Form 5	Bid Bond

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all subcontractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form 4, which requests disclosure of business and litigation.

5.2.5 Bid Bond

CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) ***Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the⁴⁴commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for

an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

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

On this _____ day of _____, 2007

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH. IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH. IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # to #_____ exhibit(s) #_____ to #_____, attachment(s) #_____ to #_____, and/or appendices # to #,_____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

07RFP54832C-AP, AGING SERVICES

OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

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 proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (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
 - (c) whether said Offeror's business⁵² was the subject of any civil or

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

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

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

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

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

On this _____ day of _____, 2007

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2007

(Notary Public) (Seal)

Commission Expires _____
(Date)

BID BOND REQUIREMENTS

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall be in the amount of not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

BID BOND

**07RFP54832C-AP, AGING SERVICES
FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter called the PRINCIPAL, and _____

_____ hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government, in the penal sum of _____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Fulton County Government, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the Fulton County Government, for **07RFP54832C-AP, AGING SERVICES**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payments Bonds payable to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the Fulton County Government, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated

damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of

_____ Dollars

(\$ _____) being in the amount of five (5%) percent of the CONTRACT Sum. The money payable on this bond shall be paid to the Fulton County Government, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEROF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 2007.

ATTEST:

PRINCIPAL

BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____
_____,

Who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

(SEAL)

BY _____

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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. 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.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. 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 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. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) 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 forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

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 owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES											
------------------	--	--	--	--	--	--	--	--	--	--	--

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____
 Subcontractor

Submitted by: _____ **Date Completed:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (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 Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____
14. Identification of control and participation responsible for day-to-day management⁶⁹ _____ in venture; list those individuals who are and policy decision-maker, including, but

not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

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

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 2007, before me, appeared _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

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

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____ (Signature) _____ (Printed Name)

Nortary: _____ Date: _____

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance. 71

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

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

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer’s Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000
Employer’s Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE - EACH EMPLOYEE	\$500,000

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE
Combined Single Limits Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. ELECTRONIC DATA PROCESSING LIABILITY
(Required if computer contractor) Limits - \$1,000,000

5. UMBRELLA LIABILITY
(In excess of above noted coverage’s) Each Occurrence - \$2,000,000

6. PROFESSIONAL LIABILITY Each Occurrence - \$1,000,000
(Required if respondent providing bid/quotation for professional services).

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

SECTION 8
PERFORMANCE BOND REQUIREMENTS

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of Fulton County. The Performance Bond shall be in the amount of at 100% of the total contract amount payable by the terms of the Contract and shall be written on the enclosed form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS _____

(hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated _____, which is incorporated herein by reference in its entirety, for the **AGING SERVICES**, more particularly described in the Contract (herein called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the

amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

(SEAL)

(Principal)

By: _____

Attest:

Secretary

(SEAL)

(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

SECTION 8B

PAYMENT BOND REQUIREMENTS

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon

any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this _____ of _____, _____.

(SEAL)
(Principal)
By: _____

Attest:

Secretary

(SEAL) (Surety)
By: _____

Attest:

Secretary

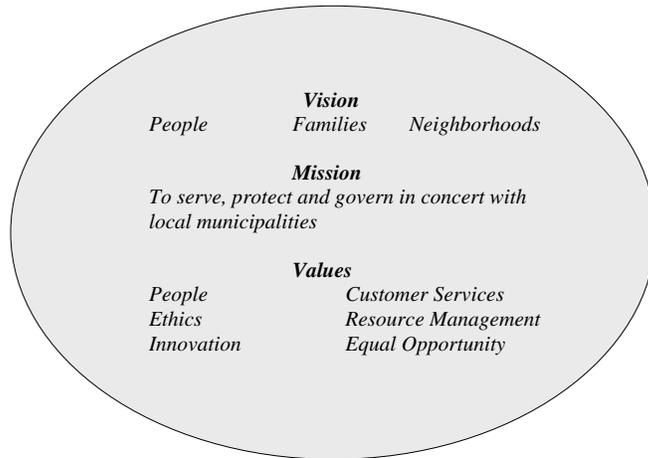
(Address of Surety's Home Office)

(Resident Agent of Surety)

**SECTION 9
SAMPLE CONTRACT**



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 SERVICES
- 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 CONTRACTOR
- ARTICLE 18. RESPONSIBILITY OF CONSULTANT
- 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. NON-APPROPRIATION
- ARTICLE 42. WAGE CLAUSE

CONTRACT AGREEMENT

Consultant: *[Insert Consultant Name]*
Contract No.: *[Insert Project Number and Title]*
Address: *[Insert Consultant Address]*
City, State
Telephone: *[Insert Consultant telephone #]*
Facsimile: *[Insert Consultant Facsimile #]*
Contact: *[Insert Consultant Contact Name]*
[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of _____, 20____ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “**County**”, and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as “**Consultant**”.

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: Office of Contract Compliance Forms;
- IX. Exhibit G: 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 Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

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 SERVICES

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 Services.

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 Services, 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 Policy 800-6, 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]

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]*, which is full payment for a complete scope of services.

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 matters 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 subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 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 Fulton County Board of Tax Assessors designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the Tax Assessors 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 Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to 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.

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 CONTRACTOR**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

ARTICLE 20. **ACCURACY OF WORK**

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

ARTICLE 21. **REVIEW OF WORK**

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

ARTICLE 22. **INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

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

ARTICLE 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 County and be delivered to the Chief Appraiser, County Board of Tax Assessors.

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 subcontractor 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 **[Insert User Department Representative for project]**. 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 **[Insert User Department Representative for project]**, 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 or **[Insert User Department Representative for project]**. 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 G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without

the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

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

ARTICLE 31. AUDITS AND INSPECTORS

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

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

Facsimile:

Attention: ***[Insert User Department Representative for project]***

With a copy to:

Fulton County Department of Purchasing

Purchasing Director

130 Peachtree Street, Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 730-5800

Facsimile: (404) 893-6273

Attention: Jerome Noble

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Facsimile:

Attention: ***[Insert Consultant Representative for project]***

ARTICLE 35. **JURISDICTION**

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

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

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

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

to:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

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

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the 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. The County shall promptly pay any undisputed items contained in such invoices.

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. **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 42. **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
& Title]***

Karen Handel, Commission Chair
Board of Commissioners

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert User Department Head]
[Name and Title]

APPENDIX A

EXAMPLES AND DEFINITIONS OF OUTCOME MEASUREMENTS

Term	Definition	Example
Goal	A long term result that is broad in focus.	Increase the number of individual who receive Information and Assistance through Gateway
Objective	A specific statement of a proposed solution, which, when accomplished, will either meet or partially meet the goal to which it relates. Should have a definite time span and should always be verifiable.	To provide Information and Assistance to X number of persons by June 30, 2008
Action Step	Same conditions of proposed actions, which, when taken, will fully or partially meet an agency objective. These steps identify key responsibilities within an agency and should further define the objectives in measurable terms	To recruit and train four I&A staff to ensure the completion of at least X number of calls per week between January 2008 and June 2008.
Time Line	Defines the beginning and projected completion date that an action step will be completed and who is responsible. Detail who, what, when, and where.	Advertise, interview, employ and train four additional I&A staff beginning in October 1, 2007 and completed by December 30, 2007 Staff Responsible: I&A Coordinator
Performance Measure	Regular collection and reporting of information about the efficiency, quality and effectiveness of a program.	The increased number/percent of persons receiving information and assistance through Gateway as compared to fiscal year 2006

APPENDIX B

I. ELDERLY RIGHTS AND ADVOCACY DEFINITIONS

II. HOME and COMMUNITY BASED SERVICES (NON-MEDICAID)

APPENDIX C DEFINITIONS OF ACRONYMS

Aging Information Management System (AIMS):

AIMS is the accountability and payment system developed and maintained by the Georgia Department of Human Resources (DHR), Division of Aging Services and DHR Office of Information Technology. This statewide system was designed specifically for aging services contracted with DHR, Division of Aging Services to include planning and contracting, authorizing providers and services, tracking client data, as well as financial and payments to providers.

Client Health Assessment Tool (CHAT):

The Client Health Assessment Tool is a computer program that automates the screening, assessment and care management functions for Home and Community Based services including those funded by the Older Americans Act and Medicaid Waivers. CHAT includes a seamless link to Elder Services Program (ESP), the information and referral software (see below).

Elder Services Program (ESP):

The Elder Services Program (ESP) is an information and referral software program developed by Xuma Soft in cooperation with the Atlanta Regional Commission. ESP is designed for Area Agencies on Aging, contract agencies and other community agencies to match customers to aging and long-term care information and referral services.

Uniform Cost Methodology (UCM):

Uniform Cost Methodology is an accounting system instituted by the Georgia Department of Human Resources, Division of Aging Services. Its primary purpose is to determine full costs of a particular service regardless of fund source and allocate costs using the same allocation statistic. ARC's aging services contract providers use information from the UCM spreadsheets to effectively manage their programs and assure they are capturing all of their costs to determine the true costs of services – regardless of who pays for these services. (For more information on UCM, see Appendix I.)

APPENDIX D

Definition of Geographic Service Areas

North Fulton

The geographic area designated as “**North Fulton**” shall consist of addresses within Fulton County in the following Zip Codes:

30004	30188
30005	30075
30136	30076
30097	30342
30350	30328
30338	

The following Neighborhood Senior Centers are within the **North Fulton** service area:

Crabapple Neighborhood Senior Center

Crabapple Government Center
12624 Broadwell Rd.
Alpharetta, GA. 30004

Registered Participants: 34
Average Attendance: 26

Roswell Neighborhood Senior Center

1250 Warsaw Road
Roswell, GA 30075

Registered Participants: 97
Average Attendance: 28

Sandy Springs Neighborhood Senior Center

Dorothy C. Benson Senior Multipurpose Complex
6500 Vernon Woods Dr.
Atlanta, GA 30328

Registered Participants: 73
Average Attendance: 39

South Fulton

The geographic area designated as “**South Fulton**” shall consist of addresses within Fulton County in the following Zip Codes:

30337	30354
30344	30268
30213	30272
30349	30291

The following Neighborhood Senior Centers are within the **South Fulton** service area:

Camp Truitt Neighborhood Senior Center

4320 Hershel Road
College Park GA 30337

Registered Participants: 48
Average Attendance: 33

Fairburn Neighborhood Senior Center

109 Milo Fisher Street
Fairburn, GA 30213

Registered Participants: 39
Average Attendance: 29

Palmetto Neighborhood Senior Center

510 Turner Ave.
Palmetto, GA 30268

Registered Participants: 111
Average Attendance: 78

Hapeville Neighborhood Senior Center

515 King Arnold Dr.
Hapeville, GA 30354

Registered Participants: 88
Average Attendance: 20

Central Fulton

The geographic area designated as “**Central Fulton**” shall consist of addresses within Fulton County in the following Zip Codes:

30303	30312	30324
30305	30313	30326
30306	30314	30327
30307	30315	30331
30308	30316	30336
30309	30317	30354(within the
30310	30318	City Limits of
30311	30319	Atlanta)

The following Neighborhood Senior Centers are within the **Central Fulton** service area:

Auburn Neighborhood Senior Center

300 Edgewood Avenue
Atlanta, GA 30303

Registered Participants: 59
Average Attendance: 31

Bethlehem Neighborhood Senior Center

87 Thayer Street
Atlanta, GA 30315

Registered Participants: 115
Average Attendance: 27

Cosby Spear Neighborhood Senior Center

355 North Avenue NE
Atlanta GA 30308

Registered Participants: 39
Average Attendance: 26

Dogwood Neighborhood Senior Center

1953 Bankhead Highway
Atlanta, GA 30318

Registered Participants: 82
Average Attendance: 44

New Horizons Neighborhood Senior Center

745 Orr St., NW
Atlanta, GA 30314

Registered Participants: 76
Average Attendance: 41

Northside Shepherd Neighborhood Senior Center

425 Tenth Street, NW
Atlanta, GA 30318

Registered Participants: 68
Average Attendance: 19

St. Paul Neighborhood Senior Center

501 Grant Street
Atlanta, GA 30315

Registered Participants: 34
Average Attendance: 10

(St. Paul Neighborhood Senior Center is a two-day per week satellite center, open on Tuesday and Thursday, only.)

Southeast Neighborhood Senior Center

1650 New Town Circle
Atlanta, GA 30315

Registered Participants: 92
Average Attendance: 47

APPENDIX E
Applicant Information Sheet

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____ County: _____

Primary Contact Person: _____ Phone Number: _____

Title: _____ E-mail address: _____

Please list below which services are included in this proposal, and which geographic area your agency proposes to provide said service.

Services Proposed	Geographic Area(North, South, Central, All)

Signature of Person Legally Authorized to act for the Agency

Signature

Date

Print Name

APPENDIX F
Sample Lease Agreement

LEASE AGREEMENT BETWEEN FULTON COUNTY

AND

AGING SERVICES PROVIDER

THIS LEASE, made and entered into this 1st day of July, 2003, by and between Fulton County, (hereinafter referred to as “Lessor”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and Aging Services Provider, a corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as “Lessee”).

WITNESSETH:

WHEREAS, Lessor, through its Board of Commissioners, identified a need for a Senior Service Agency and/or Neighborhood Senior Center at the designated addresses;

Specific Address of County facility

WHEREAS, Fulton County through its General Fund renovated the building for the sole purpose of being used by Lessee to provide services to senior citizens of Fulton County consistent with the policies of the Fulton County Department of Human Services and Office of Aging.

WHEREAS, the Board of Commissioners determined that the Fulton County Department of Human Services would manage the properties;

WHEREAS, the Lessee agrees to be the agency selected to provide senior services, at the aforementioned facilities for the seniors Fulton County.

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

ARTICLE 1 - PREMISES

Paragraph 1.0 Lessor agrees to lease the properties which has been renovated/constructed so as to create space for a worksite for a Senior Service Agency and/or Neighborhood Senior Center.

Paragraph 1.1 Lessor has sole and exclusive possession of the properties.

Paragraph 1.2 Lessor agrees to lease the properties solely for the purpose of delivering senior services to the seniors of Fulton County, but Lessor reserves the right to jointly occupy the properties for similar purposes at times mutually convenient to both parties. In the event a conflict over such use should arise, the rights of the Lessor, acting on behalf of the Fulton County Board of Commissioners, shall prevail.

ARTICLE 2 – TERM

Paragraph 2.0 The term of this lease shall begin upon entry on minutes of the Board of Commissioners in open meeting and shall continue for an initial term of one year and to be renewed only by approval of the Board of Commissioners.

Paragraph 2.1 Lessor agrees at its own expense to keep the properties in a reasonably safe condition so as to permit reasonable occupancy by Lessee and to make, all necessary repairs, renewals, and replacements from time to time as determined by the Fulton County Department of Human Services;

ARTICLE 3 - RENTAL

Paragraph 3.0 In the event county funds and other grant funds are insufficient to support a Senior Service Agency and/or Neighborhood Senior Center, or such funds are insufficient to keep the building in a reasonably safe condition for reasonable occupancy by senior citizens, Lessor reserves the right to terminate this sublease by giving sixty (60) days prior notice of such insolvency whichever is determined by the Board of Commissioners.

Paragraph 3.1 Lessee, in lieu of rent, is solely responsible for repair and replacement due to vandalism, or negligence on the part of the Lessee.

Paragraph 3.2 Lessee agrees to abide ¹¹⁰by Fulton County Policy relating to use of

County Facilities during the work and weekend. No events involving political activity or use during the weekend will occur without prior approval from the County Manager, consistent with County Policy.

Paragraph 3.3 Lessee may rent the facility during non-program hours. All rentals must be approved in writing by the Lessor prior to any commitment made by the Lessee. Monies collected as a result of rental of the building must be used as Program Income. Lessee is to assure that the facility is clean and ready to open on the next regular service day following any rental.

ARTICLE 4 – UTILITY BILLS

Paragraph 4.0 Lessor agrees to pay all utility bills but Lessee is responsible for all bills other than those specific to operating utilities. Temperatures should be set consistent with County policy governing County Facilities.

Paragraph 4.1 Lessee agrees to pay all telephone bills.

ARTICLE 5 – SECURITY

Paragraph 5.0 Lessor agrees to provide, at no expense to Lessee, an electronic security protection system.

Paragraph 5.1 Lessor shall not be liable to Lessee for any theft of or damage to any personal property or fixtures including but not limited to any documents, files, or work products brought into the building or premises by Lessee, it's employees, agents, contractors, licensees, guests, or invitees nor shall Lessor be liable for any consequential damages or lost program income arising from theft or damage. Lessee shall maintain hazard and theft insurance on all such personal property and fixtures; and upon request of the Lessor from time-to-time, Lessee shall furnish Lessor with the certificate from the insurer showing that all premiums have been paid and, if Lessor requests, stating that the policy shall not be canceled without sixty days prior written notice to the Lessor.

Paragraph 6.0 Lessee agrees to fully staff the properties such that senior services will be delivered to all seniors in the Lessee's service area. Hours of Operation at each facility shall be 8:30 a.m. to 4:00 p.m.; Lessee is responsible for the provision of staff during the Hours of Operation. Such senior citizen services are to include services under federal grants under Title III of the Older American Act and grants provided by and through Fulton County. In the event such services are not provided in accordance with specific grant requirements, as determined by the Board of Commissioners, this lease will automatically terminate.

Paragraph 6.1 Lessee agrees to meet all grant requirements pertaining to Fulton County Grants and federal grants administered by Fulton County before undertaking any non-Fulton County grant commitments or fundraising activities.

ARTICLE 7 – REPAIRS BY LESSOR

Paragraph 7.0 Lessor agrees to keep the properties in repair and in operating condition, except for repairs rendered necessary by the negligence of the Lessee, its agents, employees or invitees. Lessee shall promptly report in writing to the Fulton County Department of Human Services/Office of Aging as agent for Lessor any defective condition known to Lessee which Lessor is required to repair. Failure to report such conditions shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such conditions.

ARTICLE 8 – REPAIRS BY LESSEE

Paragraph 8.0 Lessee accepts the properties in its present condition repaired and refinished for use as a worksite for a Senior Service Agency and/or Neighborhood Senior Center and agrees, at its own expense, under Article 3 to maintain on-site janitorial services.

Paragraph 8.1 Lessee shall not, without prior written consent of the Lessor, make alterations or improvements in or about the premises and shall not do anything to or on the premises which will increase the rate of fire, hazard, liability or other insurance on the building or premises or subject such insurance to being void or suspended. In the event that the Lessee's actions, omissions or occupancy of premises shall cause a rate of fire, hazard, liability or other insurance on the building or premises to be increased, the Lessee shall be charged,

annually in advance, as additional rent, the amount of any such increase promptly upon demand of the Lessor.

Paragraph 8.2 Lessee agrees to return the properties to Lessor at the expiration of this lease or sooner, in as good condition and repair as when first occupied, normal wear and tear excepted. The Lessee will remove all personal property and repair all injury done by or in connections with installation or removal of said property and shall surrender all keys to the premises. All property remaining on premises on expiration of the terms shall be deemed conclusively abandoned and shall, at the Lessor's option, become property of the Lessor.

ARTICLE 9 – DESTRUCTION OF OR DAMAGE TO PROPERTY

Paragraph 9.0 In the event that any of the properties are totally destroyed by storm, fire, lightning, earthquake, or other casualty, this lease shall terminate as of the date of the destruction.

ARTICLE 10 – INDEMNITY

Paragraph 10.0 The Lessee agrees to and hereby does, indemnify and save Lessor harmless against all claims for damages to persons or property by reason of Lessee's use or occupancy of premises, and all expenses incurred by Lessor because thereof, including attorney's fees and court costs. In addition, the Lessee shall, during all terms of this lease and any extension or renewal thereof, and at Lessee's expense, maintain in full force and effect comprehensive general liability insurance, which shall contain an endorsement recognizing and insuring any liability accruing to Lessee under this lease. Such insurance policy shall contain a clause expressly waiving any right of the insurer of subrogation against Lessor. Prior to the commencement of the term of this lease, Lessee shall furnish Lessor with a certificate of such insurance which shall show the waiver of subrogation and the endorsement required hereby.

APPENDIX G
Assurances

Certification Regarding Debarment

Certification Regarding Lobbying

Assurances of Compliance with Title IV of the Civil Rights Act

Assurances of Compliance with Section 504 of the Rehabilitation Act of 1973

Health Insurance Portability and Accountability (HIPAA) Business Associate Agreement

General Financial Requirements and Assurances

Nutrition Program Assurances

Contractual and Standard Assurances

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date: _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared

ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Date: _____

(Signature of Official Authorized to Sign)

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964

THE CONTRACTOR HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI and the Act and the Regulation, no person in the United States shall, on the ground of political affiliation, religion, race, color, sex, handicap, age, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity financed in whole or in part by federal funds, which the CONTRACTOR provides or participates directly through a contractual or other arrangement.

THE CONTRACTOR agrees to make no distinction on the ground of political affiliation, religion, race, color, sex, handicap, age, or national origin with respect to admission policy or procedure or in the provision of any aid, care, service or other benefits to individuals admitted or seeking admission to the CONTRACTOR.

This assurance is given in consideration of and for the purpose of receiving any and all payments from state agencies receiving federal grants. THE CONTRACTOR recognizes and agrees that state agency financial payments will be extended in reliance on the presentations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. The assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, and the persons whose signatures appear below are authorized to sign this assurance on behalf of the CONTRACTOR.

Date

Name of Contractor

Signature of Legally Authorized Person

Title

ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, AND AMERICANS WITH DISABILITIES ACT OF 1990

The CONTRACTOR HEREBY AGREES THAT it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Americans with Disabilities Act of 1990, as amended, and all requirements imposed by the applicable DHHS regulation (45 CFR Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to sub-section 84.5(a) of the regulation (45 CFR 84.5 {a}), the CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The CONTRACTOR recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal assistance is extended by it to the Department of Health and Human Services or, where the assistance is in the form of real property, for the period provided for in sub-section 84.5(b) of the regulation (45 CFR 84.5 {b}).

The CONTRACTOR: (check {a} or {b})

- a. () Employees fewer than fifteen (15) persons.
- b. () Employees fifteen (15) or more persons and, pursuant to sub-section 84.7(a) of the regulation (45 CFR 84.7 {a}), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

I certify that this information is complete and correct to the best of my knowledge.

Name of Contractor

Telephone Number

Address

(IRS) Employer Identification #

City/State/Zip

Signature of Legally Authorized Person

Date

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

The Contractor named below satisfactorily assures the Atlanta Regional Commission, as Area Agency on Aging (AAA), that it is in compliance with Health Insurance Portability and Accountability Act (HIPAA), Public Law No. 104-191, 110 Stat. 1936. (Kassenbaum, Kennedy), 45 CFR 160, et seq. (HIPAA Privacy Regulations) and its regulations, including but not limited to the Privacy rule promulgated in 45 CFR 160 and Part 164 subparts A and E, that pursuant to HIPAA which became effective April 14, 2003. The Contractor understands and acknowledges that the Georgia Department of Human Resources, (DHR) is a covered entity as defined by HIPAA and as required to adopt and implement standards and procedures for the handling of protected health information by April 14, 2003. Further, as the Area Agency on Aging is for purposes of HIPAA, a business associate of DHR, its contractors that handle protected health information are business associates of both the AAA and DHR. The Contractor further understands and acknowledges that upon entering a contract with the AAA, it is a business associate of both DHR and the Area Agency on Aging, as defined by HIPAA, and is required to comply with and abide by the DHR and AAA privacy standards and procedures. Contractor therefore agrees that any use of protected health information pursuant to this contract will comply with all HIPAA, DHR and AAA requirements and privacy standards and procedures.

Further, Contractor agrees to provide training for its employees as required by HIPAA. Contractor shall provide the privacy, security and electronic data interchange safeguards as outlined by federal law and regulations. Contractor shall provide notice of privacy policies, maintain minimum necessary and de-identified information as required by HIPAA and will comply, at a minimum, with any policies of DHR and/or the AAA. Contractor further acknowledges and agrees that the DHR, Division of Aging Services, and the Area Agency on Aging provide functions that are considered health oversight in funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with DHR, Division of Aging Services and the AAA, and does not require authorization, according to HIPAA.

I HAVE REVIEWED, UNDERSTAND AND AGREE TO ABIDE BY ALL CONDITIONS AS STATED ABOVE.

Date

Name of Contractor Agency

Title

Signature of Legally Authorized Person

GENERAL FINANCIAL REQUIREMENTS AND ASSURANCES

The applicant/provider assures that the following general financial conditions are understood and will be met as a requirement for entering a contract with the Atlanta Regional Commission Area Agency on Aging for aging services: Check if YES

- _____ 1. I understand that the Atlanta Regional Commission (ARC)/Area Agency on Aging shall have the right to suspend/withhold payment if conditions of the contract are not met.

- _____ 2. I understand that ARC shall not be liable for non-payment or late payment for services rendered if aging funds are not available or have not been received from the Georgia Department of Human Resources (DHR) Division of Aging (DAS) or the Federal Administration on Aging (AoA).

- _____ 3. I understand that ARC shall base all payments to contractors upon unit costs developed utilizing the Uniform Cost Methodology except in those cases where services have been exempted by the DHR DAS.

- _____ 4. I understand that required monthly program and fiscal reports must be submitted on the 8th of each month following the month in which the service was provided. Final program and fiscal reports must be submitted by the 15th of the month following the end of the contract period. Failure to submit reports within these timeframes may jeopardize timely reimbursement.

- _____ 5. I understand that federal, state, and program income are restricted funds and must be spent during this fiscal year. Minimum required match is the minimum non-federal funds necessary to earn the federal and state funds for the program.

- _____ 6. I understand that program income is funds voluntarily donated by the participants of the program to increase or maintain services. Included in the budget is an estimate of the funds to be collected during this next fiscal year and is based on past history of such collections of program income from participants of the program.

- _____ 7. I understand this budget is for the aging program beginning July 1, 2007 and ending June 30, 2008. I understand that I will provide no less than 250 days of service per year for the nutrition program. I understand that all other services will be available no less than 250 days per year and will be based on client or caregiver needs and/or care plans.

I HAVE REVIEWED, UNDERSTAND AND AGREE TO ABIDE BY THE FINANCIAL CONDITIONS AS STATED ABOVE.

Date

Name of Contractor

Title

Signature of Legally Authorized Person

NUTRITION PROGRAM ASSURANCES

The Nutrition Program applicant/agency assures the following general program requirements will be met or exceeded. The Nutrition Program Offeror will: Check if YES

- _____ 1. Comply with all policies, procedures, standards, guidelines and regulations for nutrition services contained in the **Older Americans Act**, Division of Aging Services Manual and the Atlanta Regional Commission (ARC) Area Agency on Aging Procedural Issuances..

- _____ 2. [Congregate Meals only] Assure that congregate meals will be provided in a senior center/nutrition site for five days a week (minimum), six hours a day (minimum.)

- _____ 3. Assure that all nutrition sites shall comply with the Americans with Disability Act requirements, relating to access, and with any other relevant DAS Standards or program requirements.

- _____ 4. Assure that each meal will comply with provisions in the Older Americans Act, Title III, Subpart 3 section 339, concerning compliance with Dietary Guidelines for Americans. All meals will be served Monday through Friday and weekends as needed, to eligible persons.

- _____ 5. Assure that participants whose NSI score is 6+ receive or are referred to an appropriately trained social service or health care professional for a level one screening.

- _____ 6. Assure that the operation and maintenance of the senior center/nutrition site is in accordance with the standards of sanitation and fire safety as established by federal, state and local laws, and other applicable policies, rules and regulations.

- _____ 7. Assure that one qualified staff person is available to manage each senior center/nutrition site, and there is adequate support staff and volunteers to assist with center operations.

- _____ 8. Assure that certified menus, program records on persons served and the type of services provided will be retained for a minimum of five years, according to State of Georgia DHR retention requirements.

- _____ 9. Assure that all program reports and activity logs will be prepared, entered into AIMS and submitted as required by the Division of Aging Services and the ARC Area Agency on Aging.

- _____ 10. Assure that participants will have access to nutrition screening, nutrition education, counseling, health screening, exercise and physical fitness, educational programs and recreational activities. The _____ contractor will maintain an up-to-date waiting list of potential clients for _____ services.

- _____ 11. [Home Delivered Meals Only] Assure that each home delivered meals recipient will be assessed initially and then again in six months, and then annually thereafter (at a minimum), with documentation to be maintained.
- _____ 12. Agree to conduct annual internal monitoring of the nutrition services.
- _____ 13. Agree to accept food stamps, or electronic benefits transfer if available, as voluntary contributions from any eligible participant in the congregate and home Delivered meals services.
- _____ 14. Assure that there are written procedures for a meal reservation system, and that the system is implemented.
- _____ 15. Assure that participants are given the opportunity to review menus, evaluate the quality of the food and attend quarterly menu meetings. Two weeks advance notice of quarterly menu meetings will be submitted to participants and ARC.
- _____ 16. [Congregate Meals Only] Assure that participants are given the opportunity to have input with respect to the activities to be conducted at the sites.
- _____ 17. Assure that all menus are planned and prepared for posting on a weekly cycle. Approved menus must be changed each week and developed to accommodate Participant preference with ethnic and religious background taken into consideration to the extent possible. A sufficient number of copies of each approved menu is supplied for posting at each nutrition site.
- _____ 18. Assure that all menus will have a complete nutritional analysis performed by a Registered Dietitian licensed by the State of Georgia and submitted to ARC for approval.
- _____ 19. Assure safe meal delivery in accordance with applicable DHR Food Safety and Food Safety rules and DAS requirements for holding time.

I have reviewed these program requirements and understand my responsibilities in the provision of nutrition services.

_____ Date

_____ Name of Contractor

Title

Signature of Legally Authorized Person

CONTRACTUAL AND STANDARD ASSURANCES

The applicant/provider assures the following general conditions will be met as a requirement for entering a contract with the Atlanta Regional Commission Area Agency on Aging for aging services:

Check if
Yes

- _____ 1. Assures compliance with Older Americans Act, Social Services Block Grant, Community Care Services Program, the State Community Based Services Program and other funding sources as well as all federal, state laws, standards, policies and procedures. Also assures the compliance with Area Agency on Aging Administrative and Program requirements regarding administration and delivery of aging services.
- _____ 2. Assures the provision of training for staff and volunteers as needed and/or required.
- _____ 3. Assures the priorities established by the Atlanta Regional Commission (ARC)/Area Agency on Aging for serving older persons with greatest economic or social need are addressed.
- _____ 4. Assures that recipients of services have the opportunity to voluntarily contribute toward Older Americans Act services provided. Note that documentation of program income must be kept on file and reported monthly to the ARC Area Agency on Aging.
- _____ 5. Assures that aging services will not be denied to any older person because they cannot or will not contribute toward the cost of the service for Title III services.
- _____ 6. Assures that funds received through voluntary contributions from program participants will not be used to replace funds from other non-federal sources, but will be used to maintain or expand the services for which the contributions were made.
- _____ 7. Assures support from private or public sources to expand services funded ARC.
- _____ 8. Assures that criminal record checks are performed for all employees who have direct contact with program participants.
- _____ 9. Assures an annual audit will be supplied in accordance with the provisions of the 1359 Audit Law. Copies of all reports resulting from said audits shall be furnished to ARC no later than 180 days after the fiscal year ends as detailed in the current contract.
- _____ 10. Assures records relating to the aging programs are kept on file for at least five (5) years after the end of the contract period or until such time as any claims resulting from appeals, 125grievances or litigation are resolved.

- _____ 11. Assures that all promotion and marketing material identify relevant funding sources.
- _____ 12. Assures that the agency will shall send appropriate staff to those training sessions and network meetings required by the Department of Human Resources, Division of Aging Services, and ARC.
- _____ 13. Assures that all services provided under this program will meet current state and local licensure, safety, and insurance requirements for the provision of services.
- _____ 14. Assures contracts for subcontracted services reflect all the requirements as required of the contractor by the Atlanta Regional Commission.
- _____ 15. Assures written personnel policies affecting agency staff have been developed, including, but not limited to, written job descriptions for each position; evaluations of job performance; annual leave; sick leave; holiday schedules; normal working hours; and compensatory time and that these policies/records are available for review by ARC. Assures personnel policies and hiring policies are in compliance with federal and state laws regarding employment and payroll practices.
- _____ 16. Assures written client grievance and personnel grievance procedures have been developed and posted.
- _____ 17. Assures applicant has policies and procedures which safeguard client confidentiality including, prohibiting the release of any client's name; medical records or conditions; or other identifying information to any persons outside the agency without first obtaining the expressed consent of the client. The agency shall also require all subcontracting agencies performing services to adhere to similar policies concerning client confidentiality.
- _____ 18. Assures compliance with all applicable requirements of the Health Insurance Portability Act (HIPAA). (Guidelines to be forwarded when available.)
- _____ 19. Assures coordination with other aging programs and services in the community.
- _____ 20. Assures effective financial management of funds allocated to the aging programs through the use of the Uniform Cost Methodology. Assure compliance with existing regulations and all relevant and current circulars from the Federal Office of Management and Budget for determination and allowability of costs in connection with federal/state contracts and grants.
- _____ 21. Assures the accurate and timely reporting of programmatic and financial information to the ARC Area Agency on Aging, state and federal government using the Georgia Aging Information Management System (AIMS) as required.

- _____ 22 Assures a method is implemented to obtain client feedback on services provided to maintain quality of programs and that this feedback is used in program planning.
- _____ 23. Assures access to all program and agency records by ARC, DHR Division of Aging Services and other federal or state auditors as needed, requested or required.
- _____ 24. Assures cooperation in the use of any facility, equipment or resources owned or operated which may be required by DHR in the event of a declared emergency or disaster.

I HAVE REVIEWED, UNDERSTAND AND AGREE TO ABIDE BY THE CONTRACTURAL AND STANDARD ASSURANCES AS STATED ABOVE.

Date

Name of Contractor

Title

Signature of Legally Authorized Person

**Appendix H
Other Funding Chart**

TOTAL FUNDING FROM OTHER SOURCES

Agency Name: _____

Please provide the total amount of dollars (and percentage) that Offeror projects for SFY 2008 from **all** funding sources:

	Cash	Inkind Value (Explain: i.e. office space, computers, etc.)	Percentage of Total
County Government			
Municipal Government(s)			
United Way			
Foundations			
Special Grants (State/Federal/Private)			
Other (i.e. fund raisers, contributions from civil clubs, etc.			
TOTAL			100%

Appendix I
Example Outcome Measurements

EXAMPLES AND DEFINITIONS OF OUTCOME MEASUREMENTS

Term	Definition	Example
Goal	A long term result that is broad in focus.	Increase the number of individual who receive Information and Assistance through Gateway
Objective	A specific statement of a proposed solution, which, when accomplished, will either meet or partially meet the goal to which it relates. Should have a definite time span and should always be verifiable.	To provide Information and Assistance to X number of persons by June 30, 2008
Action Step	Same conditions of proposed actions, which, when taken, will fully or partially meet an agency objective. These steps identify key responsibilities within an agency and should further define the objectives in measurable terms	To recruit and train four I&A staff to ensure the completion of at least X number of calls per week between January 2008 and June 2008.
Time Line	Defines the beginning and projected completion date that an action step will be completed and who is responsible. Detail who, what, when, and where.	Advertise, interview, employ and train four additional I&A staff beginning in October 1, 2007 and completed by December 30, 2007 Staff Responsible: I&A Coordinator
Performance Measure	Regular collection and reporting of information about the efficiency, quality and effectiveness of a program.	The increased number/percent of persons receiving information and assistance through Gateway as compared to fiscal year 2006

**Appendix K
Budget Sheet
HOMEMAKER SERVICES**

Agency Name:

Please enter expenses, project program income, and proposed number of units related to this service. Total and unit rate will automatically calculate.

Type of Expense	Dollar Amount	Comment
Personnel (include salaries and all costs associated with employment)		
Training		
Mileage		
Supplies		
Insurance		
Rent		
Utilities		
Computer Purchase		
Computer Maintenance		
Office/Paper Supplies		
Copy/Printing		
Postage		
Program Supplies		
Service Contract* (Specify Service)		
Service Contract* (Specify Service)		
Telephone		
Other Please Specify		
Other Please Specify		
* (For contracted services, e.g. In-home or Transportation Services)		
Total	\$ -	
Projected Program Income		
Proposed number on Units (1 unit = 1 hour of service)		
Unit Rate		#DIV/0!

Budget Sheet
PERSONAL CARE SERVICES

Agency Name:

Please enter expenses, project program income, and proposed number of units related to this service.
Total and unit rate will automatically calculate.

Type of Expense	Dollar Amount	Comment
Personnel (include salaries and all costs associated with employment)		
Training		
Mileage		
Supplies		
Insurance		
Rent		
Utilities		
Computer Purchase		
Computer Maintenance		
Office/Paper Supplies		
Copy/Printing		
Postage		
Program Supplies		
Service Contract* (Specify Service)		
Service Contract* (Specify Service)		
Telephone		
Other Please Specify		
* (For contracted services, e.g. In-home or Transportation Services)		
Total	\$ -	
Projected Program Income		
Proposed number on Units (1 unit = 1 hour of service)		
Unit Rate	#DIV/0!	

Budget Sheet
RESPIRE SERVICES

Agency Name:

Please enter expenses, project program income, and proposed number of units related to this service. Total and unit rate will automatically calculate.

Type of Expense	Dollar Amount	Comment
Personnel (include salaries and all costs associated with employment)		
Training		
Mileage		
Supplies		
Insurance		
Rent		
Utilities		
Computer Purchase		
Computer Maintenance		
Office/Paper Supplies		
Copy/Printing		
Postage		
Program Supplies		
Service Contract* (Specify Service)		
Service Contract* (Specify Service)		
Telephone		
Other Please Specify		
* (For contracted services, e.g. In-home or Transportation Services)		
Total	\$ -	
Projected Program Income		
Proposed number on Units (1 unit = 1 hour of service)		
Unit Rate	#DIV/0!	

