REQUEST FOR PROPOSAL: 14RFP92333A-CJC

Program Evaluation for Linkage to Care Activities under Merck Foundation Grant

For

Health and Wellness

RFP DUE DATE AND TIME: Thursday, June 5, 2014 at 11:00 A.M.
RFP ISSUANCE DATE: April 30, 2014
PRE-BID CONFERENCE DATE: Thursday, May 15, 2014 at 10:00 A.M.
PURCHASING CONTACT: Charlie Crockett
E-MAIL: charlie.crockett@fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303
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SECTION 1
INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia (“County”) is seeking Proposals from qualified and experienced consultants to provide process evaluation services, impact evaluation services, and outcome evaluation services for a linkage to care program in the Department of Health and Wellness.

Through the issuance of the Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for Linkage to Care Evaluation 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 contract to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 BACKGROUND

The Fulton County Department of Health and Wellness is in receipt of grant funding from The Merck Foundation as one of three jurisdictions supported under the HIV Care Collaborative for Underserved Populations in the United States. Fulton County has been funded to engage/re-engage persons who are living with HIV disease into outpatient/ambulatory medical care in order to improve individual health outcomes and to reduce individual and community viral load. A required component of The Merck Foundation’s grant is to undertake process, impact and outcome evaluations.

The Fulton County Department of Health and Wellness (FCDHW), has more than 59 years of experience providing both preventive care and treatment to the citizens of Fulton County. FCDHW is the largest county health department in Georgia, covering a 535 square mile area including approximately 88% of the City of Atlanta. The department provides services for more than 350,000 individuals annually, an average of over 1,500 visits per workday. FCDHW employs over 568 healthcare professionals and support staff.

The FCDHW Communicable Disease Prevention Branch (CDPB) operates linkage to care activities under The Merck Foundation Grant and other funders. The CDPB operates three clinics at its Aldredge Center location: the Sexually Transmitted Infections Clinic (STI), Ryan White Primary Care Clinic, and the Tuberculosis Clinic; and houses several programs: Epidemiology (STI and Tuberculosis), STI/HIV Community Outreach, Surveillance, Medical Records, a federal licensed CLIA approved laboratory for STI diagnosis (syphilis, pregnancy and urine testing, gonorrhea testing, gram stains, etc.), and two neighborhood
clinics: Adamsville Regional Health Center and College Park Regional Health Center.

The CDPB provides a full array of services: STI case management, treatment, partner notification, HIV counseling and testing, and STI/HIV/TB prevention and education, and linkage to care. HIV/STI and TB community outreach screening activities utilizing mobile vans are also provided. Services provided for HIV positive individuals include: treatment, mental health and substance abuse treatment and referrals, HIV case management, dental, and HIV support groups. The FCDHW/CDPB primary care services include the provision of diagnostic testing, early intervention and risk assessment, preventive care and screening, practitioner examination, medical history taking, diagnosis and treatment of common physical and mental conditions, prescribing and managing medication therapy, care of minor injuries, education and counseling on health and nutritional issues, continuing care and management of chronic conditions, and referral to and provision of specialty care. Primary medical care for the treatment of HIV infection includes the provision of care consistent with US Public Health Service Guidelines (USPHS). Care includes access to antiretroviral and other drug therapies, including prophylaxis and treatment of opportunistic infections and combination antiretroviral therapies.

Linkage to care activities are designed to: improve client access to timely HIV care and treatment; develop and support innovative provider- and systems-based programs that improve access to HIV care and treatment; and, improve health outcomes among persons living with HIV.

In 2012 in Georgia, persons testing late for HIV infection accounted for 57% of new AIDS diagnoses. Late testing results in missed opportunities for prevention and treatment of HIV infection and emphasizes the need for earlier testing, linkage and retention in care for persons living with HIV infection in Georgia.

Since the advent of highly active antiretroviral therapy in the mid-nineties, deaths due to AIDS declined by 53% from 1,533 deaths in the year 1995 to 723 deaths in the year 2000 in Georgia. There were 277 deaths among persons with AIDS in Georgia in 2012.

Through December 31, 2012 there were 14,561 persons living with HIV in Fulton County with a crude rate of 1,489 per 100,000 which accounted for 29% of all HIV cases in Georgia. 57% (n=8,253) had stage 3 HIV disease (AIDS) which was a crude rate of 844 per 100,000 which represented 30% of all cases in Georgia.

HIV/AIDS Treatment Cascade: This concept is a model being used by Federal, state and local agencies to identify issues and opportunities related to improving the delivery of services to persons living with HIV across the entire continuum of

care—from diagnosis of HIV infection and active linkage in care to initiation of antiretroviral therapy (ART), retention in care, and eventual viral suppression—meaning no detectable virus in the blood. The HIV/AIDS treatment cascade is a way to show, in visual form, the numbers of individuals living with HIV/AIDS who are actually receiving the full benefits of the medical care and treatment they need.²

The following cascade depicts the HIV Care Continuum for the 2885 adults and adolescents diagnosed with HIV infection in 2011 with residence at diagnosis in Georgia.³ Among those persons, 62% were linked to care within 3 months of diagnosis, 66% were minimally engaged in care with at least 1 CD4 or viral load (VL) 4-15 months after diagnosis, 46% retained in care with at least 2 CD4 or VL measures 4-15 months after diagnosis, 41% prescribed ART and 45% were virally suppressed. (Note that all proportions are percent of total number of persons diagnosed with HIV in the category. Each bar is independent of the one preceding it. Hence it is possible for “Engaged in Care” to be greater than “Linked to Care” as seen here.)

The following figure depicts the HIV Care Continuum for the 726 adults and adolescents diagnosed with HIV infection in 2011 in Fulton County, living as of

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³ HIV Care Continuum, New Diagnoses, Georgia, 2011, Georgia Department of Public Health, HIV/AIDS Epidemiology Section, 2013.
Among those persons, 58% were linked to care within 3 months of diagnosis, 64% were minimally engaged in care with at least 1 CD4 or viral load (VL) 4-15 months after diagnosis, 46% retained in care with at least 2 CD4 or VL measures 4-15 months after diagnosis, 40% prescribed ART and 42% were virally suppressed. (Note that all proportions are percent of total number of persons diagnosed with HIV in the category. Each bar is independent of the one preceding it. Hence it is possible for “Engaged in Care” to be greater than “Linked to Care” as seen here).

Specify if there are any relevant existing documents available such as reports, studies, etc. Those reports/studies can be placed in the RFP document as an Exhibit or Appendix.

http://www.cdc.gov/nchhstp/newsroom/docs/2012/Stages-of-CareFactSheet-508.pdf


http://www.hivcarecollaborative.org/content.aspx?contentid=51

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4 HIV Care Continuum, New Diagnoses, Fulton County, Georgia, 2011, Georgia Department of Public Health, HIV/AIDS Epidemiology Section, 2013.
1.3 COUNTY OBJECTIVES

The following are the County Objectives for this project:

The key objectives for this project are:

1. To effectively and objectively evaluate the Linkage to Care process(es);
2. To effectively and objectively evaluate the impact of Linkage to Care services; and,
3. To effectively and objectively evaluate the outcomes of Linkage to Care services.

1.4 OBTAINING THE RFP

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

1.5 SUBCONTRACTING OPPORTUNITIES

There will be no subcontracting opportunities for this project.

1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, May 15, 2014 at 10:00 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 for responding to this RFP; however Proposers are encouraged to attend. 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.

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 **Thursday, June 5, 2014 at 11:00 A.M.,** legal prevailing time. All submitted proposals shall 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 will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.
1.8 DELIVERY REQUIREMENTS

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.

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, Charlie Crockett, CPPB, APA, charlie.crockett@fultoncountyga.gov or fax (404) 893-1737. Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.
2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

Addendum – Revision to the 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.

Request for Proposal (RFP) – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

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

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.

**Anti-Retroviral Treatment and Access to Services (ARTAS)** – is an individual-level, multi-session, time-limited intervention to link individuals who have been recently diagnosed with HIV to medical care. ARTAS is based on the Strengths-Based Case Management (SBCM) model, which is rooted in Social Cognitive Theory (especially the concept of Self-Efficacy) and Humanistic Psychology. SBCM is a case management model that encourages the client to identify and use personal strengths; create goals for himself/herself; and establish an effective, working relationship with the Linkage Coordinator (LRC). ARTAS consists of up to five client sessions conducted over a 90 day period or until the client links to medical care – whichever comes first. Eligible clients should be within 6–12 months of receiving an HIV-positive diagnosis.

**Audio Computer-Assisted Self-Interview (ACASI)** – refers to electronic data collection system which allows participants to privately answer sensitive questions via a laptop computer, netbook or Windows-based tablets.

**CAREWare** –is free, scalable software for managing and monitoring HIV clinical and supportive care.

**Cross-Site HIV Care Collaborative Program Evaluation** – The Merck Foundation is working with George Washington University (GWU) to conduct a three-year (2013–2015), cross-site evaluation of the HIV Care Collaborative programs. A cohort of newly identified and previously lost-to-care HIV-positive adults will be enrolled in care linkage, engagement and retention interventions, using linkage workers and patient navigators. The cohort’s care will be tracked longitudinally to assess: clinical and other outcomes associated with these interventions. Previously designed client-level data systems will be used to track patient characteristics, service utilization, quality of care, and clinical outcomes. Qualitative techniques will be used to assess the impact of implementation of the Patient Protection and Affordable Care Act (ACA); shifts in HIV public health funding; changes in state health laws that promote HIV screening and engagement in care; and other policy changes. Best practices in linkage, engagement, and retention in HIV care will be documented and disseminated to inform similar efforts in other communities.

**DMP** – Data Matching Protocols. Data matching involves the full or partial integration of two or more datasets on the basis of information held in common. It enables data obtained from separate sources to be used more effectively, thereby enhancing the value of the original sources. Data matching can also reduce the potential burden on data providers by reducing the need for further data collection.

**eHARS** – Enhanced HIV/AIDS Reporting System – a browse-based application provided by the Centers for Disease Control and Prevention to collect, manage, and report HIV/AIDS case surveillance data.
HIV Care Collaborative – to help address barriers to HIV care, especially among underserved populations, the Merck Foundation launched a three-year initiative—HIV Care Collaborative for Underserved Populations in the United States—to connect more people living with HIV to the care they need to stay healthy.

Linkage to Care – linkage to outpatient/ambulatory medical care.

Linkage to Outpatient/Ambulatory Medical Care (OAMC) – a person is seen by a health-care provider (i.e., physician, physician assistant, nurse practitioner) to receive medical care for his/her HIV infection, usually within a specified time. Linkage to medical care is the outcome of the referral.

Medical Records – includes paper medical records, electronic records in Mitchell & McCormick, CAREWare, and MLAB.

Mitchell & McCormick (M&M) – refers to the software system used by Fulton County Department of Health and Wellness for client related data collection and reporting.

MLAB – Georgia Department of Public Health system for electronically posting laboratory results.

National Program Office – the George Washington University (GWU) School of Public Health and Health Services serves as the National Program Office for the HIV Care Collaborative. GWU provides overall technical assistance to each of the program sites and helps foster a “peer-learning” network among the health departments and local partners through regular meetings, site visits, and forums for sharing best practices, lessons learned, and key challenges. GWU also is evaluating the progress and results of the Collaborative programs.

PLWHA – Person(s) living with HIV/AIDS.

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, oral or written, received after Thursday, May 22, 2014 at 2:00P.M., local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this 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 & Contract Compliance
Attn: Charlie Crockett, CPPB, APA
Purchasing and Contract Compliance Office
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: charlie.crockett@fultoncountyga.gov
F: (404) 893-1737

RE: 14RFP92333A-CJC, Program Evaluation for Linkage to Care Activities under Merck Foundation Grant

Telephone inquiries will not be accepted.
All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

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 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

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

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

a. Commencement Term
The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in the year 2014, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2014. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

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

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

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

d. **Same Terms**

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

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

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

2.6 **RFP SUBMITTALS**

See Exhibit 1 for the RFP Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your proposal. Failure to submit all 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 Vendor Selection Committee.
composed of County personnel 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. 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.

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 grounds 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 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.
2.12 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 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg., 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.13 RESPONSIBILITY OF PROPOSER

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

2.14 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.

2.15 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.

• 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.

• 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.

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 PROCESS

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.

2.17 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its 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.
2.18 **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.

2.19 **ADDITIONAL OR SUPPLEMENTAL INFORMATION**

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

2.20 **REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Comprehensive HIV Prevention Program Health Program Administrator or designated representative.

2.21 **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: [https://e-verify.uscis.gov/enroll](https://e-verify.uscis.gov/enroll).

See Section 5, Proposal Forms for declarations and affidavits.

2.22 **AUTHORIZATION TO TRANSACT BUSINESS**

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

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

2.23  RIGHT TO PROTEST

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

2.24  FIRST SOURCE JOBS POLICY

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of $200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

2.25  NON-COLLLUSION

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. See Section 5, Proposal Forms for declarations and affidavits.
2.26 EXCEPTIONS TO THE COUNTY’S CONTRACT

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

The County shall be the sole determiner of the acceptability of any exception. See Section 5, Proposal Forms for declarations and affidavits.

2.27 GENERAL REQUIREMENTS

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

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

The County must advise 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.

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

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

4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

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

7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

9. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).
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 Thursday, June 5, 2014 at 11:00 A.M. and must be addressed to:

REQUEST FOR PROPOSALS RFP #
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA  30303

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). 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 Cost 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 TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP ________
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address
3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) original (hardcopy) and five (5) copies on CD media in PDF format.

Contract Compliance Exhibits, one (1) original (hardcopy) marked "Original" and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original (hardcopy) marked “Original” and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original (hardcopy) and one (1) copy in a separate sealed envelope.

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

a. CLIENT SATISFACTION SURVEY: The vendor shall undertake an evaluation of client satisfaction which shall include development of the survey instrument, survey implementation, collection and analysis of data, and development of report summarizing findings.

b. IMPACT EVALUATION: The vendor shall develop methods to track the number of ancillary services used by those utilizing the Linkage to Care services versus those who do not. Historical data will be collected from CAREWare to illustrate usage of services prior to the implementation of the Linkage to Care project; current data shall be used to compare changes occurring post project implementation.

c. MULTI-SITE EVALUATION: The vendor will collaborate with the National Program Office (NPO) and the evaluation teams of other Merck Foundation funded cities (Houston and Philadelphia) in the multi-site evaluation. Activities shall include participating IN conference calls and in local and out-of-state
evaluation team meetings. To the greatest extent possible, the consultant team shall work with the NPO and evaluation teams of other Merck Foundation funded cities (Houston and Philadelphia) in the creation of journal articles and other publications.

d. **PROCESS EVALUATION:** The vendor shall develop a methodology for applying HIV surveillance and HIV care Data Matching Protocols to identify individuals in need of re-linkage to care, as well as the provider- and system-based factors that precipitated falling out-of-care.

e. **CLIENT-LEVEL DATA COLLECTION:** The vendor shall develop an ACASI computerized system for collecting individual-level data from clients receiving linkage services. The consultant shall develop and manage the resulting database and analyze data for reports, presentations, etc.

### 3.4 PROJECT DELIVERABLES

- **CLIENT SATISFACTION SURVEY:** Data shall be collected and analyzed monthly. Quarterly and annual reports shall be developed presenting the results of the analysis as well as identified trends.

- **IMPACT EVALUATION:** The methodology to track the number of ancillary services used by those utilizing the Linkage to Care services versus those who do not shall be developed by the end of the second quarter of the contract.

- **MULTI-SITE EVALUATION:** The vendor will collaborate with the National Program Office (NPO) and the evaluation teams of other Merck Foundation funded cities (Houston and Philadelphia) in the multi-site evaluation. Activities shall include participating in monthly conference calls and in local and out-of-state evaluation meetings. To the greatest extent possible, the vendor shall work with the NPO and evaluation teams of other Merck Foundation funded cities (Houston and Philadelphia) in the creation of journal articles and other publications.

- **PROCESS EVALUATION:** By the close of the third quarter of the project period, the vendor shall develop a methodology for applying HIV surveillance and HIV care Data Matching Protocols to identify individuals in need of re-linkage to care, as well as the provider- and system-based factors that precipitated falling out-of-care.

- **CLIENT-LEVEL DATA COLLECTION:** By the close of the 2nd quarter of the project period, the vendor shall develop an ACASI computerized system for collecting individual-level data from clients receiving linkage services. The vendor shall develop and manage the resulting database and analyze data for reports, presentations, etc. through the remainder of the project period.

- The vendor shall provide a Monthly summary of progress made toward completion of each task.

- Participate in bi-monthly programmatic and other ad hoc meetings scheduled by the program staff.

- Submit a monthly expenditure report to the program staff by the 15th calendar day of each month following the end of the month.
3.5 TECHNICAL PROPOSAL FORMAT AND CONTENT

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

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

Section 1 - Executive Summary

The executive summary shall include the following information:

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

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

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

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

Section 2 – Project Plan or Project Approach (Weight 35%)

1. CLIENT SATISFACTION SURVEY: Data shall be collected and analyzed monthly. Quarterly and annual reports shall be developed presenting the results of the analysis as well as identified trends.

2. IMPACT EVALUATION: The vendor shall develop methods to track the number of ancillary services used by those utilizing the Linkage to Care services versus those who do not. Historical data will be collected from CAREWare to illustrate usage of services prior to the implementation of the Linkage to Care project; current data shall be used to compare changes occurring post project implementation.

3. MULTI-SITE EVALUATION: The vendor will collaborate with the National Program Office (NPO) and the evaluations of other Merck Foundation funded cities (Houston and Philadelphia) in the multi-site evaluation. Activities shall include participating in conference calls and in local and out-of-state evaluation meetings. To the greatest extent possible, the vendor shall work with the NPO and evaluation teams of other Merck Foundation funded cities (Houston and Philadelphia) in the creation of journal articles and other publications.

4. PROCESS EVALUATION: The vendor shall develop a methodology for applying HIV surveillance and HIV care Data Matching Protocols to identify
individuals in need of re-linkage to care, as well as the provider- and system-based factors that precipitated falling out-of-care.

5. **CLIENT-LEVEL DATA COLLECTION**: The vendor shall develop an ACASI computerized system for collecting individual-level data from clients receiving linkage services. The vendor shall develop and manage the resulting database and analyze data for reports, presentations, etc.

Section 3-Project Team Qualifications/Qualifications of Key Personnel (Weight 14%)

**Project Team Qualifications:**

1. Demonstrated knowledge of behavioral health sciences and health interventions as evidenced by direct previous experience and/or by research.
2. Demonstrated history of publication of journal articles and other publications on relevant topics such as: health behavior, theory and practice; health research practice and methods; health risk factors; health promotion; HIV health services; and/or, enhancing adherence to treatment and medication regimens.
3. Demonstrated knowledge of quantitative data management & analyses as evidenced by direct previous experience and/or by research.
4. Demonstrated knowledge of qualitative data management and analysis as evidenced by direct previous experience and/or by research.
5. Demonstrated knowledge of ACASI as evidenced by direct previous experience and/or by research.
6. Demonstrated use of ACASI.
7. Demonstrated knowledge of development and application of client satisfaction surveys.
8. Demonstrated knowledge of impact evaluations as evidenced by direct previous experience or by research.
9. Demonstrated knowledge of process evaluation as evidenced by direct previous experience or by research.
10. Demonstrated knowledge of client-level data collection as evidenced by direct previous experience or by research.
Qualifications of Key Personnel:

1. The Project Coordinator and any Project Manager(s) shall have a PhD or be PhD eligible.
2. The Project Coordinator must have a minimum of five (5) years of evaluation experience.
3. The Project Manager(s) must have a minimum of (3) three years of evaluation experience.
4. Other program staff must have at least an undergraduate degree from an accredited college or university.

Section 4 – Past Performance (Weight 15%)

The Proposer must identify three (3) projects where the Proposer has performed projects similar in size and scope. The response should be limited to one (1) page per project and shall include the following information for each project:

1. The name of the project, year performed and the project location.
2. Description of the project.
3. One reference for each project including a contact name, and phone number. The reference contact should be the person responsible for the project on which the Proposer worked.
4. Provide resumes for personnel that shall be involved with this project which includes, but shall not be limited to:
   - Name and Title
   - Education and Degrees Conferred
   - Current and Past Experience
   - Relevant Training
   - Relevant Publications

Section 5 - Availability of Key Personnel (Weight 9%)

Submit current personnel workload and percentage of time available to the project.

Section 6 - Local Preference (Weight 5%)

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business’ submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business’ submission of its proposal or bid as applicable.
In order to receive the Local Preference points of five (5) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP.

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

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

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

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

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

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

   The following supporting documentation must be provided:
   - Provide a list of all employees name and address.

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

**Section 7 – Service Disabled Veterans Preference (Weight 2%)**

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

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

Section 8- Cost (Weight 20%)

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Requests for Proposals (RFP):

**Lowest cost submitted**  
Each successive cost X Points allocated for cost in RFP = Cost proposal score

Thus, the respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

Section 9 – Proposer Financial Information

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

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

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

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

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

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

d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.
Section 10 – Disclosure Form and Questionnaire

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

3.6 COST PROPOSAL FORMAT AND CONTENT

Sealed cost proposals are to be included in a separate sealed envelope/package.

Cost proposal shall include the hourly rate for each level of individuals, e.g., manager, consultant, analyst. Cost shall be based on estimated number of hours and not to exceed price based on Proposer’s expressed understanding of the scope of work.

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

i. Cost proposal shall include the hourly rate for each level of individuals, e.g., manager, consultant, analyst.

ii. Cost shall be based on estimated number of hours and not to exceed price based on Proposer’s expressed understanding of the scope of work.

Section 2 – Completed Price Proposal Forms

The Proposer is required to complete all the Price Proposal Forms included in Section 3 of the RFP. Section 3 provides a description of the Price Proposal Forms.
COST PROPOSAL FORMS  
(SUBMIT IN SEPARATE SEALED ENVELOPE)

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Hourly Rate</th>
<th>Estimated No. Of Hours</th>
<th>Total Fee</th>
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(If additional space is required, include a separate sheet marked as price proposal page 2, etc.)

**TOTAL NOT TO EXCEED PRICE FOR ENTIRE PROJECT: $ __________________**

**PRICE IN WORDS _____________________________________________________**

**NOTE:** Total cost shall be inclusive of all projected expenses, including but not limited to transportation, meals, lodging, long distance calls, photocopying services, etc.
4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Project Plan/Approach to Work</td>
<td>35%</td>
</tr>
<tr>
<td>Project Team Qualifications/Qualifications of Key Personnel</td>
<td>14%</td>
</tr>
<tr>
<td>Relevant Project Experience/ Past performance</td>
<td>15%</td>
</tr>
<tr>
<td>Availability of Key Personnel</td>
<td>9%</td>
</tr>
<tr>
<td>Local Preference</td>
<td>5%</td>
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<tr>
<td>Service Disabled Veterans Preference</td>
<td>2%</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>20%</td>
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</tbody>
</table>

**TOTAL POINTS** 100%
5.1 INTRODUCTION

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

Form A: Certification Regarding Debarment
Form B: Non-Collusion Affidavit of Bidder/Offeror
Form C: Certificate of Acceptance of Request for Proposal Requirements
Form D: Disclosure Form and Questionnaire
Form E: Georgia Security and Immigration Contractor Affidavit/Agreement
Form F: Georgia Security and Immigration Subcontractor Affidavit
Form G: Professional License
Form H: Local Preference Affidavit of Bidder/Offeror
Form I: Service Disabled Veteran Preference Affidavit of Bidder/Offeror
5.2 PROPOSAL FORMS DESCRIPTION

Certification Regarding Debarment
Proposer shall complete and submit Form A, 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.

Non-Collusion Affidavit of Bidder/Offeror
Proposer shall complete and submit Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

Certificate of Acceptance of Request for Proposal Requirements
Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

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

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

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

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

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

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

(1) The Offeror certifies that neither it nor 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 the commission 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.
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 statues 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.

[SIGNATURES ON NEXT PAGE]
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 ______________________, 20____

__________________________________

(Legal Name of Proponent) (Date)

__________________________________

(Signature of Authorized Representative) (Date)

__________________________________

(Title)
STATE OF GEORGIA

COUNTY OF FULTON

form b: 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.

__________________________________________
(PRESIDENT/VICE PRESIDENT)

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

__________________________________________
(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.
FORM C: 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.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror’s right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County’s contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror’s proposal as non-responsive.

Company:_______________________________________________________

Signature:_____________________________________________________

Name: __________________________________________________________________

Title: ___________________________ Date: ___________________________

(Affix Corporate Seal)
Form D: 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;

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?
5. Has any Offeror, member of Offeror’s team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

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

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

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

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

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

On this ______ day of ______________________, 20___

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _______ day of _____________________, 20___

(Notary Public) (Seal)

Commission Expires ________________________

(Date)
FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

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

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor] on behalf of Fulton County Government has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _________________________________

County: ______________________________________

Commission Expires: __________________________
NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

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

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

FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor] _____________________ behalf of Fulton County Government has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

__________________________________________
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public: __________________________________________________________________________

County: ________________________________________________________________________________

Commission Expires: _____________________________________________________________________
NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____________________________________________________________

Performing work as: Prime Contractor ____ Sub-Contractor _____

Professional License Type: _______________________________________________________

Professional License Number: ___________________________________________________

Expiration Date of License: _____________________________________________________

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

Signed: _______________________________________________________________________

Date: ________________________________________________________________________

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

Form H: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Offeror ____________________________ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-358(f), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

__________________________________  (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

___________________________________  (OFFICIAL TITLE OF AFFIANT)
(NAME OF AFFIANT)

___________________________________  (SIGNATURE OF AFFIANT)

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

Notary Public: ________________________________

County: ________________________________

Commission Expires: ________________________
STATE OF GEORGIA

COUNTY OF FULTON

Form I:  SERVICE DISABLED VETERAN Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-361, the Bidder/Offeror ___________________________________________ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more individuals who are at least thirty percent (30%) disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs, and that the business is located within the geographic boundaries of Fulton County.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-361(e), in the event this affidavit is determined to be false, the business named herein shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

__________________________________  (Affix corporate seal here, if a corporation)

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

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

Notary Public: ________________________________

County: ________________________________

Commission Expires: ________________________________
SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm’s work force. If the EEOR indicates that the firm’s demographic composition indicates underutilization of employee’s of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

6.2 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 EBO Plan must identify and include:

1. Potential opportunities within the scope of work of this solicitation that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

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 document 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.

### 6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

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

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

### 6.4 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.
• Exhibit H – First Source Jobs Program Information, Form 2

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

• Exhibit G – Prime Contractor’s Subcontractor Utilization Report
• Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H 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 owning 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 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.

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

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):

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Project Commence Date</th>
<th>Project Completion Date</th>
<th>Estimated Dollar Amount</th>
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_____________________________ (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 in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not
limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

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<thead>
<tr>
<th>Name</th>
<th>Race</th>
<th>Sex</th>
<th>Financial Decisions</th>
<th>Supervision Field Operation</th>
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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 Manager'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 __________, 20__, 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.

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<tr>
<th>REPORTING PERIOD</th>
<th>PROJECT NAME:</th>
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<td>FROM:</td>
<td>PROJECT NUMBER:</td>
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<td>TO:</td>
<td>PROJECT LOCATION:</td>
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<tr>
<th>PRIME CONTRACTOR</th>
<th>Contract Award Date</th>
<th>Contract Award Amount</th>
<th>Change Order Amount</th>
<th>Contract Period</th>
<th>% Complete to Date</th>
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**AMOUNT OF REQUISITION THIS PERIOD:** $  
**TOTAL AMOUNT REQUISITION TO DATE:** $  
**TOTAL AMOUNT REQUISITION TO DATE:** $

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

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<th>Name of Sub-Contractor</th>
<th>Description of Work</th>
<th>Contract Amount</th>
<th>Amount Paid To Date</th>
<th>Amount Requisition This Period</th>
<th>Contract Period Starting Date</th>
<th>Contract Period Ending</th>
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**TOTALS**

Executed By: ____________________________ (Signature)  
(Printed Name)  
Notary: ____________________________  
Date: ____________________________  
My Commission Expires: ____________________________

70
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.
EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:
It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of $200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:
The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:
Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1
FULTON COUNTY

First Source Jobs Program Information

Company Name: _______________________________

Project Number: _______________________________

Project Name: _______________________________

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. __________________________________________

2. __________________________________________

3. __________________________________________

4. __________________________________________

5. __________________________________________

6. __________________________________________

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _______________________________

Phone Number: _______________________________

Email Address: _______________________________

FORM 2
FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor’s Name: _____________________________________________

Formal Contract Name: _______________________________________________

RFP/ITB Number: _____________________________________________________

Contact Person: ______________________________________________________

Contact Phone: _______________________________________________________

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.

2. The contractor shall provide the applicable details of every entry level job in writing within the required form.

3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor’s Official Title: ______________________  Date: __________________

Contractor’s Name: ____________________________

Contractor’s Signature: _________________________
Insurance and Risk Management Provisions
Comprehensive HIV Prevention Program Services

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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). 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
   Employer’s Liability Insurance BY DISEASE EACH EMPLOYEE $500,000

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

   Bodily Injury and Property Damage Liability Each Occurrence $1,000,000
   (Other than Products/Completed Operations) General Aggregate $2,000,000
   Products/Completed Operation Aggregate Limit $2,000,000
   Personal and Advertising Injury Limits $1,000,000
   Damage to Rented Premises Limits $100,000
   *CGL - No Exclusion for Sexual Abuse Allegations

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

   Combined Single Limits Each Occurrence $1,000,000
(Including operation of non-owned, owned, and hired automobiles). 4. UMBRELLA LIABILITY
(In excess of above noted coverages) Each Occurrence $1,000,000
5. PROFESSIONAL LIABILITY Per Claim/Aggregate $1,000,000/$1,000,000

Professional Liability to be scheduled as underlying coverage, in addition to General Liability, Auto Liability and Employers Liability.
General Liability, Professional Liability and Umbrella coverage provided on a Claims-made basis, must be kept in force and uninterrupted for a period of five (5) years beyond policy expiration. If coverage is discontinued for any reason during this five (5) year term, Contractor must purchase and evidence full Extended Reporting Period (ERP) coverage.

Certificates of Insurance
Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers’ Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.
The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County. Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.
Such certificates and notices must identify the “Certificate Holder” as follows:
Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303-3459
Certificates must list Project Name (where applicable).

Important:
It is understood that Insurance in no way Limits the Liability of the Contractor/Vendor.

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

**PROTECTION OF PROPERTY**
Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government’s property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.
Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.
Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**
To the fullest extent of the Law, 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 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.

**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.**
SECTION 8
SAMPLE CONTRACT
CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME
**Index of Articles**

ARTICLE 1. CONTRACT DOCUMENTS
ARTICLE 2. SEVERABILITY
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Exhibits

EXHIBIT A: GENERAL CONDITIONS
EXHIBIT B: SPECIAL CONDITIONS
EXHIBIT C: SCOPE OF WORK
EXHIBIT D: COMPENSATION
EXHIBIT E: PURCHASING FORMS
EXHIBIT F: CONTRACT COMPLIANCE FORMS
EXHIBIT G: INSURANCE AND RISK MANAGEMENT FORMS
EXHIBIT H: PAYMENT & PERFORMANCE BONDS (IF APPLICABLE)

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

APPENDICES

APPENDIX 1: POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS
APPENDIX 2: APPLICATION FORMS (Example)
APPENDIX 3: PROCEDURES (Example)

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

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

Contractor: [Insert Contractor Name]

Contract No.: [Insert Project Number and Title]

Address: [Insert Contractor Address]

City, State

Telephone: [Insert Contractor telephone #]

Email: [Insert Consultant Email]

Contact: [Insert Contractor Contact Name] [Insert Contractor 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 Contractor Company Name], hereinafter referred to as “Contractor”, authorized to transact business in the State of Georgia.

WITNESSETH

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

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

I. Form of Agreement;
II. Addenda;
III. Exhibit A: General Conditions;
IV. Exhibit B: Special Conditions [where applicable]
V. Exhibit C: Scope of Work
VI. Exhibit D: Compensation;
VII. Exhibit E: Purchasing Forms;
VIII. Exhibit F: Contract Compliance Forms;
IX. Exhibit G: Insurance and Risk Management Form;
X. Exhibit H: Payment & Performance Bonds (if applicable)
XI. Appendix 1: Policy 800-6, Procedures for Handling Change Orders

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

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

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

ARTICLE 4. SCOPE OF WORK

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

ARTICLE 5. SERVICES PROVIDED BY COUNTY
Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

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

ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, specified in Appendix 1.

ARTICLE 7. SCHEDULE OF WORK

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

ARTICLE 8. CONTRACT TERM

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

ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, 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 work/services.
ARTICLE 10. **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 11. **SUSPENSION OF WORK**

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

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

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

ARTICLE 12. **DISPUTES**

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

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

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

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

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

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

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

(6) Whether or not the Contractor’s right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor’s refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.
ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

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

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

ARTICLE 15. **WAIVER OF BREACH**

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

ARTICLE 16. **INDEPENDENT CONTRACTOR**

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

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

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

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

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

ARTICLE 18. **INDEMNIFICATION**

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

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

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

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

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 20. INSURANCE

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.
ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

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

Section 21.02 **Interest of Public Officials:**

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

ARTICLE 22. **SUBCONTRACTING**

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

ARTICLE 23. **ASSIGNABILITY**

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

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 25. **AUDITS AND INSPECTORS**

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

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

ARTICLE 26. ACCOUNTING SYSTEM

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

ARTICLE 27. VERBAL AGREEMENT

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

ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]  
[Insert User Department Address]  
Atlanta, Georgia 30303  
Telephone:  
Facsimile:  
Attention:  [Insert User Department Representative for project]
ARTICLE 29. JURISDICTION

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

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

ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

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

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

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

ARTICLE 34. **INVOICING AND PAYMENT**

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

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

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

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

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

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

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

**Payment of Sub-contractors/Suppliers:** The Contractor must certify in writing that all
sub-contractors of the Contractor and suppliers have been promptly paid for work and
materials and previous progress payments received. In the event the prime Contractor
is unable to pay sub-contractors or suppliers until it has received a progress payment
from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds
due from said progress payments within forty-eight (48) hours of receipt of payment
from Fulton County and in no event later than fifteen days as provided for by State Law.
**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

**ARTICLE 35. TAXES**

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

**ARTICLE 36. PERMITS, LICENSES AND BONDS**

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

**ARTICLE 37. NON-APPROPRIATION**

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

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.
ARTICLE 38. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER: FULTON COUNTY, GEORGIA

CONSULTANT: [Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

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

Mark Massey
Clerk to the Commission (Seal)

Secretary/Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

GENERAL CONDITIONS
EXHIBIT B

SPECIAL CONDITIONS
EXHIBIT C

SCOPE OF WORK
EXHIBIT D

PROJECT DELIVERABLES
EXHIBIT E

COMPENSATION
EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS
EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS
The following submittals shall be completed and submitted with each proposal (see table below “Required Proposal Submittal Check List”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive. Submit one (1) Original proposal and five (5) CD’s as required in Section 3.1.2 of the RFP.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Required Proposal Submittal Check List</th>
<th>Check (✓)</th>
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<tbody>
<tr>
<td>1</td>
<td>One (1) Proposal marked “Original”, five (5) CD’s</td>
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</table>
| 2      | *Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements  
Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit |           |
| 3      | *Form F: Georgia Security and Immigration Subcontractor Affidavit(s) |           |
| 4      | Technical Proposal |           |
| 5      | Cost Proposal (submitted in a separate sealed envelope) |           |
| 6      | Financial Information (submitted in a separate sealed envelope) |           |
| 7      | Acknowledgement of each Addendum |           |
| 8      | Executive Summary  
Technical Approach/Detailed Work Plan  
Project Team Qualifications/Qualifications of Key Personnel  
Relevant Project Experience  
Proposer Financial Information  
Availability of Key Personnel  
Local Preference  
Disclosure Form and Questionnaire |           |
| 9      | Purchasing Forms  
Form A: Certificate Regarding Debarment  
Form B: Non-Collusion Affidavit of Bidder/Offer or  
Form C: Certificate of Acceptance of Request Proposal requirements  
Form D: Disclosure Form & Questionnaire  
Form G: Professional License  
Form H: Local Preference Affidavit of Bidder/Offeror |           |
| 10     | Office of Contract Compliance Requirements (separate envelope)  
Exhibit A: Promise of Non-Discrimination  
Exhibit B: Employment Record  
Exhibit C: Schedule of Intended Subcontractor Utilization  
Exhibit D: Letter of Intent to Perform as Subcontractor  
Exhibit E: Declaration Regarding Subcontractor Practices  
Exhibit F: Joint Venture Disclosure Affidavit  
Exhibit G: Prime Contractor/Subcontractor Utilization Report  
Equal Business Opportunity Plan (EBO Plan)  
Exhibit H – First Source Jobs Program Information Form 1  
Exhibit H – First Source Jobs Program Agreement Form 2 |           |

Evidence of Insurability, proposer must submit one (1) of the following:  
Letter from insurance carrier  
Certificate of Insurance  
An umbrella policy in excess of required limits for this project

Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each Bidder/Proposer (If applicable)

Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)

Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)