FULTON COUNTY

REQUEST FOR PROPOSAL 26RFP1645430A-KM

Alternative Senior Transportation Services

For

The Department of Senior Services

RFP ISSUANCE DATE: Friday, October 9, 2026

RFP DUE DATE AND TIME: Monday, November 16, 2026 at 11:00 A.M.

PRE-PROPOSAL CONFERENCE DATE: Wednesday, October 28, 2026 at 10:00 A.M.

PURCHASING CONTACT: Keisha Massey at (404) 612-1010

E-MAIL: keisha.massey@fultoncountyga.gov

LOCATION: https://www.bidnetdirect.com/georgia/fultoncounty

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SECTION 1 – INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia ("County") is seeking a qualified firm to coordinate Alternative Senior Transportation Services for Fulton County seniors that are eligible to use Transportation Network Company's (i.e. Uber, Lyft, etc.) transportation for up to ten (10) trips per month.

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for the Alternative Senior Transportation Services.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the [insert project description here] to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 METHOD OF SOURCE SELECTION

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

1.3 BACKGROUND The Fulton County Department of Senior Services is a designated county-based agency under the Older Americans Act and coordinates programs that support healthy aging and enable senior residents age 60 and above to age in place. Senior Transportation is one of ten programs administered by the Department and remains the top-requested service each month. The transportation program functions as an essential intervention strategy, providing access to medical appointments, nutritional services, and community activities for the County's rapidly growing senior population.

Through its MOST model (Mobility Options for Senior Transport), the Department manages non-emergency medical transportation for seniors who require more support than typical taxi services can provide. The Alternative Senior Transportation Service program serves ambulatory seniors—specifically individuals who may use a cane but do not require wheelchair-accessible vehicles or para transit-level assistance. The County seeks a qualified bidder capable of coordinating transportation through partnerships with Transportation Network Companies (TNCs) such as Uber, Lyft, or comparable providers.

The purpose of the Alternative Senior Transportation Service is to expand access to reliable, safe, and flexible mobility options for eligible Fulton County seniors. The program provides up to ten (10) one-way trips per month for approved participants, with cost-sharing set at $1.00 per one-way trip. The County recognizes that seniors may vary in digital literacy and access to technology; therefore, both mobile app booking and reservationist-assisted scheduling are essential components of service delivery.

The Department of Senior Services' mission emphasizes self-sufficiency. Fulton County understands that some individuals may face vulnerable moments requiring temporary support. Transportation services are designed to ensure such periods are rare, brief, and non-recurring. By leveraging modern dispatch technology, established TNC partnerships, and responsive reservation support, the County aims to provide a dependable transportation resource that enhances seniors' independence, safety, and quality of life

1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

The objective of the Alternative Senior Transportation Services program is to provide alternative transportation services using TNC's (i.e. Uber, Lyft, etc.) to transport eligible Fulton County seniors aged 60 and above to ensure that seniors are self-sufficient.

1.5 OBTAINING THE RFP

In order to obtain complete information about this solicitation, please click the link below where this document and supporting documents can be downloaded, https://www.bidnetdirect.com/georgia/fultoncounty.

1.6 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held via web-conference.

Date: Wednesday, October 28, 2026
Time: 10:00 A.M.
Link: https://zoom.us/j/99349121593?pwd=9RkJUkRzke2aeLhP5xK7iIUCbBViav.1

Meeting ID: 993 4912 1593
Passcode:193852

One tap mobile
+14703812552,99349121593#,*193852# US (Atlanta)
+14702509358,99349121593#,*193852# US (Atlanta)

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. However, no verbal response provided at the Pre-Proposal Conference binds the County. Only those responses to questions submitted through BidNet Direct and responded to by the County will be official.

Inquiries regarding the solicitation either technical or otherwise may be submitted prior to the Pre-Proposal Conference and will be addressed during the Pre-Proposal Conference.

Any additional questions asked at the Pre-Proposal Conference will be responded to in the form of an addendum with the County's official responses.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Mario Avery, Contract Compliance Administrator at (404) 612-6307 or email: mario.avery@fultoncountyga.gov.

1.7 PROPOSAL DUE DATE

All proposals will be received by the Department of Purchasing & Contract Compliance electronically through BidNet Direct at https://www.bidnetdirect.com/georgia/fultoncounty on or before **Wednesday, November 4, 2026 at 11:00 A.M.,** legal prevailing time. All submitted responses will be electronically time and date stamped at the time all documents are uploaded and received.

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 CONTACT PERSON AND INQUIRIES

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions to:

Purchasing Contact Name: Keisha Massey, Assistant Purchasing Agent

Email: keisha.massey@fultoncountyga.gov

Phone: (404) 612-1010

1.9 PROCUREMENT SCHEDULE

The following is the procurement schedule for this project and will be strictly adhered to.

EVENT	DATE
RFP Issued	Friday, October 9, 2026
Pre-Proposal Conference	Wednesday, October 28, 2026 at 10:00 A.M.
Deadline for Submission of Questions and Requests for Clarification by 2:00 P.M.	Wednesday, November 4, 2026
Proposal Due Date by 11:00 A.M.local time	Monday, November 16, 2026
Tentative Dates for Oral Interviews/Presentations	Wednesday, December 9, 2026
Anticipated Board of Commissioners Meeting Date	TBD

SECTION 2 – INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation and for purposes of this RFP, the following terms and acronyms have the following meaning:

Acronym or Term	Name or Definitions
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.
Subcontractor/Sub-Consultant	An individual, firm, corporation or any combination thereof having a direct contract with Consultant/Contractor for the performance of a part of the work.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or 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 submit such requests through BidNet Direct 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 **Wednesday, November 4, 2026 by 2:00 PM,** local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on BidNet Direct website.

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 BidNet Direct website. 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 MULTI-YEAR CONTRACT TERM

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 2027, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2027. 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 [insert number of renewal in word] (insert number), 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, each Renewal Term below shall begin on the 1st day of January for the calendar year of such Renewal Term and shall end no later than the 31st day of December of the calendar year of such Renewal Term:

Option Period	Option Duration	Start Date	End Date
1	12 months	January 1, 2028	December 31, 2028
2	12 months	January 1, 2029	December 31, 2029

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 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Each proposal will be reviewed to determine whether it has been submitted in accordance with the proposal requirements.

Proposals deemed non-responsive will be rejected from further review and the Offeror will be advised in writing.

Proposals deemed responsive will be evaluated based on the evaluation criteria set forth in this RFP. The County will determine which proposals are reasonably susceptible of being selected for award based on the evaluation criteria. The County may also conduct oral presentations/interviews.

Selection will include an analysis of proposals by an Evaluation 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. The County will determine which proposals are reasonably susceptible of being selected for award based on the evaluation criteria. 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. Awards will not necessarily be based on cost alone.

2.7 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.

2.8 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.

2.9 APPLICABLE LAWS

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

2.10 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

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

2.11 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 A written addendum, if necessary, will be made available to each recipient of this RFP.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 WAGE CLAUSE

Pursuant to 102-413, each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.18 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 Department of Purchasing and Contract Compliance, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.19 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the **Program Manager**, or designated representative.

2.20 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, 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. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/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.

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

See Section 5, Proposal Forms for declarations and affidavits.

2.21 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.

2.22 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.

2.23 NON-COLLUSION

By submitting a signed proposal, Offeror certifies and attests that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one 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.

2.24 CERTIFICATE OF ACCEPTANCE

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

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

2.25 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(s).

2.26 CERTIFICATION REGARDING DEBARMENT

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

2.27 INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT

The County through the Department of Purchasing & Contract Compliance grants to any public serving governmental agency, authorization to purchase equivalent services or products described herein with this solicitation at the same submitted unit bid price, terms and conditions, but only with the consent of the Contractor/Consultant/ Service Provider. Public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s)/Consultant(s)/Service Provider(s) under the

terms and conditions of the resultant contract. Any purchases shall be between the Contractor/Consultant/Service Provider and the participating public agency and shall not impact the Contractor's/Consultant's/Service Provider's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and the County makes no guarantee as to their participation.

2.28 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 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.

3.2 FORMAT & PROPOSAL SUBMISSION INSTRUCTIONS

3.2.1 Submission Instructions: Submit one (1) original, signed and dated proposal response in PDF Format electronically on-line through BidNet Direct at https://www.bidnetdirect.com/georgia/fultoncounty on the forms provided in the solicitation document.

All Proposals, including all attachments, must be received by the County through BidNet Direct no later than **Monday, November 16, 2026 at 11:00 A.M.**

All submitted responses will be electronically time and date stamped at the time all documents are uploaded and received.

3.2.2 Required Submittals: The bidder **must complete and execute** the following documents and upload as required:

1. Technical Proposal – Format the proposal with the following labeled sections:
    a. Section 1 – Executive Summary
    b. Section 2 – Technical Approach
    c. Section 3 – Project Team Organization
    d. Section 4 – Qualifications of Key Personnel
    e. Section 4 – Relevant Project Experience
    f. Section 5 – Availability of Key Personnel
    g. Section 6 – Local Preference **(upload with Exhibit – 1)**
    h. Section 7 – Service Disabled Veterans Preference **(upload with Exhibit – 1)**
2. Contract Compliance Requirements
3. Insurance and Risk Management Provisions
4. Purchasing Forms – All forms listed below must be completed and uploaded utilizing the Exhibit 1, Purchasing Forms envelope:
    a. Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
    b. Form B: Georgia Security and Immigration Subcontractor Affidavit
    c. Form C: Disclosure Form & Questionnaire
    d. Form D: Local Preference
    e. Form E: Service Disabled Veterans
    f. Exhibit A: Promise of Non-Discrimination
    g. Exhibit B1: Schedule of Intended Subcontractor Utilization
    h. Exhibit B2: Subcontractors & Suppliers Form
    i. Exhibit C: Subcontractor Contact Form
    j. Insurance and Risk Management Signature Page
5. Cost Proposal

Any proposal responses received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have his/her proposal response submitted through BidNet Direct to the County for receipt on or before the stated time and date.

Proposal(s) shall be publicly opened via web conferencing, with only the names of the Proposers disclosed at the opening.

Date: Monday, November 16, 2026

Time:11:00A.M. local time

Web Conference Link: https://zoom.us/j/94305168125?pwd=1VExzC5EZqYo0VBVLSzzKs3hi6aKtq.1

Meeting ID: 943 0516 8125
Passcode: 098682

One tap mobile
+13017158592,94305168125#,*098682# US (Washington DC)
+13126266799,94305168125#,*098682# US (Chicago)

3.3 SCOPE OF WORK

1. The Selected Bidder shall coordinate and administer Alternative Senior Transportation Services for eligible ambulatory seniors in Fulton County. Upon issuance of the Notice to Proceed (NTP), the Selected Bidder shall have a maximum of four (4) weeks to establish operations, configure systems, finalize TNC integrations, and prepare for service implementation, unless otherwise approved by the Department of Senior Services. Acceptable service models include broker services, direct TNC platform, phone-dispatch concierge, assisted-ride provider, managed transportation platform, or a hybrid model.

2. The Selected Bidder shall operate a real-time, on-demand dispatching platform capable of dynamically matching riders to TNC drivers. The platform must support trip scheduling, real-time vehicle tracking, estimated arrival times (ETAs), trip status updates, and automated cost-share processing.

3. Selected Bidder shall provide a demonstration of its technology solution during the oral interview stage, should the proposer advance, including a walk through of rider intake, reservation workflow, trip ordering, route tracking, billing integration, reporting features, and TNC coordination. Develop partnership with local Transportation Network Companies (TNC's), e.g. Uber, Lyft or any combination of providers to establish dispatch/concierge services.

4. Selected Bidder shall maintain a staffed reservation center to assist seniors with trip scheduling Monday through Friday, 8:00 a.m.–5:00 p.m., excluding County-recognized holidays. Reservations must support seniors without smartphones or individuals who prefer telephone-based scheduling.

5. The Selected Bidder shall monitor staffing levels sufficient to support up to 4,000 registered seniors, adjusting resources proportionally as enrollment grows.

B. TNC Partnership Management & Driver Compliance

6. The Selected Bidder shall establish and maintain partnerships with Transportation Network Companies (TNCs) such as Uber, Lyft, or equivalent providers. Only ambulatory seniors shall be transported; no wheelchair-accessible or ADA para transit vehicles are required.

7. The Selected Bidder shall ensure that all TNC partners used for service delivery maintain compliance with applicable federal, state, and local regulations governing TNC operations, including criminal background checks, motor vehicle record (MVR) monitoring, driver identity verification, continuous safety monitoring, required insurance coverage, and zero-tolerance drug/alcohol policies. The Selected Bidder shall provide documentation or attestations confirming TNC compliance.

8. The Selected Bidder shall ensure that only TNC-authorized, safety-certified drivers are matched to Fulton County trips, and shall maintain procedures for reporting safety events, trip irregularities, or complaints involving TNC drivers in accordance with County timelines.

C. Service Continuity & Contingency Planning

9. The Selected Bidder shall maintain a comprehensive Contingency Plan to ensure uninterrupted service delivery during system outages, TNC platform disruptions, staffing shortages, or other service-impacting events. The plan must include procedures for trip fulfillment when the dispatch platform is unavailable, backup communication methods for seniors and County staff, alternative trip-ordering workflows, and escalation protocols. The Selected Bidder shall provide Fulton County with a written Contingency Plan within thirty (30) days of contract execution and update the plan annually or upon request. The Selected Bidder shall notify Fulton County immediately of any service interruption affecting trip scheduling, dispatching, payment processing, or reporting, and shall implement corrective actions as detailed in the approved Contingency Plan.

D. Technology, Data Systems & Security

10. The Selected Bidder shall maintain an automated system capable of ordering trips and issuing rider notifications through a mobile application, web portal, and reservationist-assisted interface. The system must provide end-to-end trip tracking ensuring participant safety and must include secure digital payment processing for the $1.00 cost share.

11. The system must enforce trip limits, track medical and community trip mileage restrictions, and prevent participants from exceeding monthly trip allowances. The system must calculate mileage limits using actual driving distance based on road-network routing and shall not use straight-line (“as the crow flies”) calculations. Medical trips shall be limited to fifteen (15) miles one-way, or thirty (30) miles round trip. Community trips shall be limited to ten (10) miles one-way, or twenty (20) miles round trip. No additional stops or deviations from the trip path are permitted unless required due to an emergency. The system must automatically prevent participants from exceeding mileage thresholds and must log any emergency-related exceptions for County review.

12. The Selected Bidder shall provide Fulton County with backend dashboard access, including real-time visibility into ridership trends, trip type, trip volume, peak usage hours, average wait times, cost-share reconciliation, billing summaries, and driver compliance metrics.

13. The Selected Bidder shall ensure all participant data, payment information, and trip records meet industry-standard data security requirements, including encryption, privacy safeguards, and secure storage.

E. Reporting, Data Access, and Dashboard Requirements

14. Real-Time Operations Dashboard
The Selected Bidder shall provide Fulton County with secure, real-time backend access to an operations dashboard. The dashboard must display active trips, trip status, TNC driver assignments, real-time vehicle locations, estimated times of arrival (ETAs), and system uptime. The dashboard shall allow County staff

to monitor service delivery, identify operational issues, and view program activity without requiring monthly report submission.

15. Advanced Trip and Ridership Analytics
The Selected Bidder shall provide analytics summarizing ridership patterns, including total completed trips, peak service hours, average wait times, trip durations, trip cancellation counts, and no-show occurrences. Analytics must differentiate between medical trips and community trips and must reflect adherence to County-established mileage limits based on actual driving distances.

16. Financial and Billing Transparency
The Selected Bidder shall maintain a reporting system capable of daily, weekly, and monthly cost-share reconciliation. Reports must include cost-share collected, cost-per-trip by TNC provider, average trip cost, billing exceptions, system-detected anomalies, and adjustment recommendations. Data must be exportable and audit-ready for County review.

17. Safety, Complaint, and Incident Tracking
The Selected Bidder shall provide reporting on complaints, safety-related incidents, trip irregularities, and driver or service concerns. Reports shall indicate complaint category, date of occurrence, date of resolution, resolution outcome, and any required follow-up actions. Patterns of recurring complaints or incidents must be highlighted within the dashboard and monthly reports.

18. System Performance and KPI Metrics
The Selected Bidder shall track and report system performance indicators including, but not limited to: average wait time, on-time pickup rate, booking success rate, system uptime/availability, dispatch latency, and API or data synchronization failures. KPI tracking shall be viewable in real-time and included in monthly reporting submissions.

19. Eligibility, Enrollment, and Utilization Reporting
The Selected Bidder shall provide reporting on program enrollment including the number of registered seniors, new registrations per month, assignment of rider identification numbers, and utilization rates. Reports shall track trip limit compliance, medical and community trip mileage compliance, and emergency-related exceptions.

20. Audit-Friendly Data Retention and Exportability
The Selected Bidder shall maintain complete and accurate trip-level data, system logs, payment records, and compliance documentation for audit purposes. All reporting data shall be exportable in standard formats compatible with County systems (e.g., CSV, Excel). Data must be retained in accordance with County data retention policies and made available upon request.

F. Participant Management & Customer Support

21. Upon receipt of approved applications, the Selected Bidder shall input participant information into its system within three (3) business days and assign a unique rider identification number.

22. Caregivers or companions (minimum age 18) accompanying eligible seniors shall not be charged and must begin and end their trip at the same location as the participant.

23. The Selected Bidder shall supply a comprehensive Standard Operating Procedures Manual including organizational structure, customer service policies, technology specifications, dispatch workflow, media release policies, website details, hiring policies, and safety guidelines.

24. The Selected Bidder shall attend all scheduled meetings requested by the Department of Senior Services and collaborate on outreach, education, and program promotion.

3.4 PROJECT DELIVERABLES

Performance Activity	Performance Expectations	Consequences, for non-compliant
Submission of the Monthly Report is required by the 6th calendar day of the following month for services that are rendered. If the 6th falls on a weekend or holiday, then the report will be due on the following business day.	Received by the 6th Calendar Day of the following month	Reports not received by the 6th calendar day, may result in delay in payment. Chronic late reports may require the Selected Bidder to submit a Corrective Action Plan.
Invoicing	Received by the 6th calendar day of the following month	Invoices not received by the 6th calendar day, may result in delay in payment.
Rider identification number issuance rate of 93%	93% of approved applicants will receive their rider identification number within three (3) business days.	If the rider identification issuance is below 93%, a Corrective Action Plan and/or strategy plan may be required to attain the 93% threshold.
Completeness of Monthly Reports	Monthly Reports are to include all information outlined in this RFP	May result in delay of payment for services related to missing items
Accuracy of Reporting	Monthly reports submitted by the selected bidder should be accurate and include the trip details.	Payment adjustments may be calculated and applied to compensate for inaccuracies.
Complaints (All complaints are to be reported to Department of Senior Services)	Complaint will be resolved within 72 hours.	If the complaint is not resolved within 72 hours, may require the Selected Bidder to submit a Corrective Action Plan.
On time performance reporting using a pickup arrival window of 0 minutes early to 10 minutes past the promised ETA	Operational target of 90% to compliance.	Sustained performance below 90% for two consecutive months may require the Selected Bidder to submit a Corrective Action Plan.
Mileage and Trip Limit Compliance	100% enforcement of mileage rules (15-mile medical / 10-mile community) calculated using actual driving distance.	Corrective Action Plan if system fails to block non-compliant trips or miscalculates mileage.
System Uptime & Dashboard Availability	Minimum uptime of 99% during service hours.	Corrective Action Plan for sustained uptime below threshold.

Booking Success Rate	Operational target: 95% successful booking initiation without system errors.	Corrective Action Plan after 2 consecutive months below threshold.
Safety Incident Reporting	Safety incidents must be reported to Fulton County within 24 hours.	Corrective action plan for late or missing reports.

The successful selected respondent must report activities monthly in a format to be provided by the County. The County is willing to adapt reporting formats, if the selected respondent has an automated system in place and the reports are acceptable to the County.

Monthly Reporting Requirement

(Report Deliverables)	**Performance Requirement**
Submit Monthly Report – This report will include the following: Date/time of call for reservations/ride • Name of participant • Last name of reservationist • Origination address of participant • Destination address of participant • Tracking of **10 trips per month** per approved participant • Trip cost • Trip distance (actual driving miles) • Mileage compliance (medical and community trip rules) • Logged emergency-trip mileage exceptions • Total unduplicated number of participants per month • Total number of participants by TNC • Average cost of trips by each TNC • Total average cost of all TNCs combined • Tracking and reconciliation of cost share • Complaint Log (complaint date, category, response, resolution date, outcome, escalation status) • Trip Type Count (medical vs. personal/community) • Safety incidents per 1,000 trips • Call center wait times (average and maximum) • Completed and uncompleted trips • Number of no-shows • Booking success rate (% of successful trip requests) • Number of failed/errored booking attempts • System uptime percentage (dashboard	By the 6th calendar day of the month following the report month. If the 6th falls on weekend or holiday, then the report will be due on the following business day

availability) • Dispatch and operational performance metrics, including: – Average wait time – ETA accuracy – On-time pickup rate (%) – API or data synchronization failures • Enrollment and utilization metrics, including: – Number of registered seniors – New registrations – Trip limit compliance – ID issuance timeliness – Active vs. inactive riders for the month	

3.5 PROJECT SCHEDULE

See Project Deliverables

3.6 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 Approach

Provide a clear and detailed description of the proposed approach of how transportation services will be provided in order to accomplish the County's goals and objectives. The County will consider the comprehensiveness of the approach, understanding of the project, strategies and methodology to be used.

2.1 **Staffing**

2.1.1 Provide an Organizational/Staffing Chart. Indicate in the chart (1) the names of proposed key staff; and (2) the number of full-time and part-time employees for each position. Also indicate partnership(s) as appropriate

2.1.2 Provide your understanding of key staff responsibilities/duties and the inter-relationships between staff and functions

2.1.3 Document your knowledge of any contracts and your willingness to ensure consistency.

2.1.4 Provide your approach to retaining employees

2.2 **Call Center Functions**

For each call center function (i.e., reservations, scheduling, dispatching and handling same-day issues), please provide:

2.2.1 Your understanding of the role of the staff and your understanding of relevant operational policies that impact these staffs; detail daily and other procedures, including your approach to accommodating callers with disabilities and limited English proficiency.

2.2.2 Your approach to ensuring there will be a sufficient number of staff to handle each function to ensure achievement of performance standards; include any assumptions used such as number of reservation agents per call per hour, number of schedulers and dispatchers per run, etc. ·

2.2.3 Identify the telephone and internet access system you will be using that supports call center functions (provide a detailed description of this telephone system in the appendix), how many telephone lines you will be needing to ensure achievement of telephone performance standards, your approach to "triaging" incoming telephone calls, standard reports, and oversight capabilities.

2.2.4 Identify the software system (and version) you will be using that supports the call center functions (provide a detailed description of this telephone system).

2.3 **Administrative/Support Functions**

For each administrative/support function (i.e., trip reconciliation, reporting, invoicing, complaint follow-up, lost-and found, HR, IT, etc.), please provide:

2.3.1 Your understanding of the role of the staff, detailing daily and other procedures; for training, provide your approach to training call center staff (reservations, scheduling, dispatch, same-day issue handlers), operational staff (window dispatchers, drivers, road supervisors), vehicle maintenance staff, and administrative and support staff (safety/trainers, trip reconciliation, reporting, invoicing, HR, IT, etc.); provide any detailed training curriculum in the appendix.

2.3.2 Your approach to ensuring there will be a sufficient number of staff to handle each function.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

Identify all proposed key personnel to be assigned to this project including their relevant experience as it related to this project. Key staff might include the project/general manager, the Operations Manager, Call Center Manager or if this is split among functions, the Reservations Manager, Scheduling Manager, and Dispatch Manager), and the IT manager,

1. Provide resumes for the following positions being proposed for this project:
   - Project/General Manager - must demonstrate a minimum of five (5) years of experience in providing transportation services.
   - All other key positions identified above must demonstrate a minimum of three (3) years of experience in providing transportation services.

2. Each resume should be limited to no more than two (2) pages per person and be organized according to the following:
   - Name and Title
   - Professional Background

- Current and Past Relevant Work Experience
- Include two (2) references for each key personnel member on similar projects

3. Include the role and responsibilities that each key personnel member will perform on this project.

4. Provide an organizational chart depicting all positions identified to be required under this project.

Section 4 – Relevant Project Experience

Selected Bidder should identify two (2) projects where the Selected Bidder has performed transportation services, with a preference on seniors similar in scope to Fulton County's Alternative Senior Transportation Services program. Current contracts or contracts that have ended within the past five (5) years are preferred.

No more than ½-page narratives for each project should focus on the similarity and differences of each project as compared to the County's program, focusing on customer types, the size of the service ridership, functions performed, and including the name and location of the partner or contract organization and the most recent contract term. The County is also interested in learning of an experience implementing innovative

services or technologies that improve service quality or cost efficiency and that may be applicable to the County's program.

Section 5 - Availability of Key Personnel

Based on the project time schedule, state the percentage of time key personnel will spend on this project.

Section 6 - Local Preference

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

The Proposer must submit one (1) of the following supporting documentation with their proposal:

- 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.

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

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

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 Request for Proposals (RFP):

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

The County will determine responsibility based on the following criteria for the proposer(s) recommended by the Evaluation Committee:

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.

3.7 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

The Cost Proposal Forms are provided in Section 9 – Exhibits, Exhibit 1 of this RFP. The Proposer is required to complete all of the Cost Proposal Forms provided.

SECTION 4 – EVALUATION PROCESS

This section briefly describes the process for evaluating the RFP responses submitted for this project.

4.1 EVALUATION COMMITTEE

Selection will include an analysis of the RFP responses submitted by an Evaluation Committee composed of County personnel who will review the submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4.4.

4.2 EVALUATION AND SELECTION PROCESS

The evaluation process will include a review of each submittal to verify responsiveness in accordance with Section 4.3 of the RFP.

To assist in the evaluation of the RFP responses, the Evaluation Committee may in its sole discretion:

Seek clarification or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of the RFP responses; and

Conduct reference checks relevant to any or all of the references cited in a Response to verify any and all information regarding a Respondent.

Conduct oral interviews/presentations to further clarify and confirm understanding of the proposer's knowledge of the full scope of the project.

4.3 RESPONSIVENESS REVIEW

The Respondent shall submit a RFP response that provides all the information required in accordance with this RFP. If the Respondent does not fully comply with these requirements, the County may deem the RFP response non-responsive, in which case the Respondent will be disqualified. The County may consider a RFP response non-responsive, and the Respondent maybe disqualified if the RFP response is not submitted in the format specified in this RFP; if the RFP response does not meet the requirements of the RFP or if the RFP response is incomplete.

4.4 EVALUATION SELECTION CRITERIA

Proposals will be evaluated using a 100 point scale. The evaluation criteria and relative weight listed below will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Approach	20%
Qualifications of Key Personnel	20%
Relevant Project Experience/ Past performance	20%
Availability of Key Personnel	18%
Local Preference	5%
Service Disabled Veterans Preference	2%
Cost Proposal	15%
TOTAL POINTS	100%

4.5 NOTIFICATION OF SELECTION

Upon completion of the evaluation of RFP responses, the County shall notify the Proposer(s) in writing of the firm selected.

SECTION 5 – PROPOSAL FORMS

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms provided in Exhibit 9, Purchasing Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Forms.

FORM A: Georgia Security and Immigration Contractor Affidavit and Agreement

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

FORM B: Georgia Security and Immigration Subcontractor Affidavit

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

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.

FORM C: Disclosure Form and Questionnaire

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

FORM D: Professional License

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

FORM E: Local Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form E** and submit the supporting documentation required, which certifies that the Proposer is eligible to receive local preference points.

FORM F: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

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

SECTION 6 – CONTRACT COMPLIANCE REQUIREMENTS

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.

TITLE VI NON- DISCRIMINATION POLICY

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

UTILIZATION PLAN

A Utilization Plan must be submitted if your firm fails to meet the work category availability listed for this project category.

The Utilization Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor. The bidder/proposer **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with the bid/proposal submittal.

DETERMINATION OF GOOD FAITH/UTILIZATION EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that certified firms 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 good faith efforts in the utilization of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor with regard to this the project should be documented using Exhibit C, Subcontractor Contact Form.

Primes contractors must provide documentation of efforts to include, but not limited to:

1. A list all firms contacted during the solicitation phase but are not included as a subcontractor or supplier participant.

2. Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize certified firms shall include:

    - Pre-bid/proposal conferences, Meet and Greet the Prime, Pre-qualification meetings
    - Other efforts to solicit participation.

3. A list of publications where the advertisement was placed as well as a copy of the advertisement that must include at a minimum:

    - Project scope of work,
    - Project location
    - Location(s) of where plans and specifications may be viewed or obtained and
    - Subcontracting/trade opportunities

PROMPT PAYMENT

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

REQUIRED FORMS

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** complete and upload Exhibits A through C and the Utilization Plan, if applicable, as described in Section 3.2, Format & Proposal Submission Instructions.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B1 – Schedule of Intended Subcontractor Utilization
- Exhibit B2 – Subcontractors & Suppliers Form
- Exhibit C – Subcontractor Contact Form
- Utilization Plan (If applicable)

UTILIZATION REPORTING (Post Award)

The awardee(s) will be required to report **all** payments from the County to the prime contractor, and prime contractor payments to subcontractors, sub-consultants and suppliers (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

NON-DISCRIMINATION IN PURCHASING & CONTRACTING
PROJECT REQUIREMENTS

26RFP1645430A-KM, Alternative Senior Transportation Services

For

The Department of Senior Services

WORK CATEGORY: OTHER SERVICES

Based on the above-referenced work category, the availability of MBE and FBE firms available for subcontracting participation/opportunities is:

WORK CATEGORY AVAILABILITY:

11.49% MBE and 2.62% FBE

Any firm designated as certified by the County and is engaged by the successful Prime Contractor who performs a commercially useful function in the execution of the project will be eligible for participation credit using the following certified designations:

MBE –Minority Business Enterprise

FBE - Female Business Enterprise

SBE – Small Business Enterprise

DBE – Disadvantage Business Enterprise

SDVBE – Veteran Owned Business Enterprise

NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROGRAM REMINDERS

1. Certification: It is the Prime Contractor's responsibility to verify that subcontractor/sub-consultants included in their bid/proposal are certified. The County accepts certifications from the Georgia Minority Supplier Development Council (GMSDC); Women Business Enterprise National Council (WBENC), Small Business Administration (SBA); VETBIZ; Department of Transportation (GDOT) and; the City of Atlanta, Office of Contract Compliance.

2. Reporting: The successful bidder/proposer must submit a monthly subcontractor utilization report of all payments using the automated B2GNOW Payment Software Program. This requirement will be discussed with the awardee at the Kick-Off/Pre-Construction meeting.

3. Exhibit B1 – Schedule of Intended Subcontractor Utilization: It is required that the bidder/proposer designated as the "Prime Contractor" list and submit information on all subcontractors ***(including majority firms***) they solicited for quotes and plan to utilize for the project. Failure to submit this form may result in your bid/proposal being declared non-responsive.

4. Directories of Certified Firms: To access Directories of certified firms of Fulton County or the entities from whom Fulton County accepts certifications, see web links below:

Fulton County Government

https://fultoncountyga.diversitycompliance.com Click "Search Registered Directory" for Certified Vendors

City of Atlanta Government
https://atlantaga.gob2g.com/
Scroll down and Click "Portal" to search for Certified Vendors

VETBIZ
https://vip-vems-hotfixdev.powerappsportals.us/services/service-find-verified-firm/
Scroll down to bottom. You will see "Search Business" to search for Service-Disabled Veteran Business Enterprise Certified Vendors.

GDOT
http://www.dot.ga.gov/
Click drop down arrow on "Doing Business" then click "DBE Program". Scroll down, click on " Directories" drop down arrow then click on "UPC Directories" to search for Certified Vendors.

GMSDC – Georgia Minority Supplier Development Council
https://gmsdc.org/

WBENC – Women's Business Enterprise National Council
https://www.wbenc.org/certification

SBA – Small Business Administration

https://web.sba.gov/pro-net/search/dsp_dsbs.cfm

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

_____ _____
Title Company Name

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

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

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

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

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

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

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

NAME: _____ **TITLE:**_____

SIGNATURE:_____

ADDRESS:_____

_____

PHONE NUMBER: _____ **EMAIL:** _____

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal.** All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name _____

ITB Name & Number: _____

1. My firm, as **Prime** Bidder/Proposer on this scope of work/service(s) **is NOT**☐, **is**☐ a minority or female owned and controlled business enterprise. ☐**African American (AABE);** ☐**Asian American (ABE);** ☐ **Hispanic American (HBE);** ☐**Native American (NABE);** ☐ **White Female American (WFBE);** ☐**Small Business (SBE);** ☐**Service Disable Veteran (SDVBE)** ☐**Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.**

   ☐ Male or ☐ Female (Check the appropriate boxes).

   Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

   $_____ Or _____ %

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

   JV Partner(s) information:

Business Name		**Business Name**	
(a.)		(b.)	
% of JV		**% of JV**	
Ethnicity		**Ethnicity**	
Gender		**Gender**	
Certified (Y or N)		**Certified (Y or N)**	
Agency		**Agency**	
Date Certified		**Date Certified**	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE**

Exhibit B2 FORM)

Total Dollar Value of Certified Subcontractors: ($)

Total Percentage of Certified Subcontractors: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, 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.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:_____**Title**:_____

Business or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

SECTION 7- INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

Senior Transport Services

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits that the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

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- X, 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.

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	$2,000,000
(Other than Products/Completed Operations)	General Aggregate	$3,000,000
Products\Completed Operation	Aggregate Limit	$2,000,000
Personal and Advertising Injury	Limits	$1,000,000
Damage to Rented Premises	Limits	$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each Occurrence $1,000,000

(Including operation of non-owned, owned, and hired automobiles).

4. **UMBRELLA LIABILITY** Each Occurrence $3,000,000

(In excess of above noted coverages)

5. **CYBER LIABILITY** Per Claim/Aggregate $1,000,000/$2,000,000

Policy shall include coverage for losses arising from the breach of information, security, and privacy and intentional/unintentional release of private information. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In the event of a breach, Contractor/Vendor must notify Fulton County Government within 30 days of notification.

6. **FIDELITY AND CRIME**

(Employee Dishonesty-Theft) Per Occurrence $500,000

*Above to include 3rd Party Coverage

7. **PROFESSIONAL E&O LIABILITY** per Claim/Aggregate $1,000,000/$2,000,000

* Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered**.** Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

This insurance 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 neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

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 (Where Applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

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

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 (Where Applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

SECTION 8 – SAMPLE CONTRACT

8.1 FULTON COUNTY CONTRACTUAL REQUIREMENTS – BACKGROUND

As a government entity, Fulton County Government ("County") is governed by a number of statutes, rules, policies and requirements that may restrict or prevent the County from entering into certain types of contracts or certain contractual terms and conditions, some of these requirements are non-negotiable.

8.2 CONTRACT TERMS AND CONDITIONS

The County intends to execute a contract substantially similar to the Sample Contract provided. The Contractor/Consultant must comply with the terms and conditions set forth in the Sample Contract. No changes to the terms and conditions will be permitted without prior written approval from the County's Purchasing Agent. The Sample Contract is attached for your review. Proposed terms and conditions that conflict with those contained in the attached Sample Contract or that diminish the County's rights under the contract shall be considered null and void and will not be considered.

8.3 CONTRACTUAL TERMS AND CONDITIONS – NO MATERIAL CHANGES

8.3.1 Indemnification and Insurance

The Finance Department, Risk Management Division is responsible for establishing guidelines for indemnification and insurance provisions in County contracts. The indemnification and insurance requirements contained in the attached contract are pursuant to those guidelines. The County shall not be deemed to have accepted any alteration of these provisions without prior written approval to the Offeror from the County.

Indemnification

Indemnification is a contractual clause by which one party to a contract asks the other party to defend it against any claims or third parties who might be injured as a result of something that occurs while the parties are performing their duties and obligations under the contract. In accordance with Georgia law, the County cannot enter into agreements indemnifying Contractors/Consultants, or any other entity, against third party claims. Be advised that the County will not agree to clauses to indemnify a Contractor/Consultant "to the extent permitted by law."

Insurance

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the County with proof of coverage prior to contract approval. The coverage must be satisfactory to the County as outlined in Section 7, Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions of this RFP.

8.3.2 Limitation of Liability

The County is prohibited from limiting direct damages, including those resulting from property damage or personal injury. Any request by an Offeror to the County to limit direct damages will not be considered.

8.3.3 Waivers of Jurisdiction and Venue

The County will not consider requests or contractually agree to change the jurisdiction or be subject to the laws of another state or federal courts.

8.3.4 Alternative Dispute Resolution/Mediation

The County will not consider requests or contractually agree to include alternative dispute methods.

8.3.5 Confidentiality

Fulton County Government and all of its agencies are subject to the State of Georgia public record laws. The County cannot agree to contractual terms that attempt to prevent it from having to disclose records that are declared public records under applicable statues.

8.4 EXCEPTIONS TO THE COUNTY'S CONTRACT

As noted in Section 2, Instructions to Proposers, 2.25, if an 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(s).

SAMPLE CONTRACT

FULTON COUNTY

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

Index of Articles

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

Exhibits

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

APPENDICES

APPENDIX 1:

CONTRACT AGREEMENT

Consultant: ***[Insert Consultant Name]***

Contract No.: ***[Insert Project Number and Title]***

Address: ***[Insert Consultant Address]***

City, State

Telephone: ***[Insert Consultant telephone #]***

Email: ***[Insert Consultant Email]***

Contact: ***[Insert Consultant Contact Name]***

[Insert Consultant Contact Title

This Agreement made and entered into effective the _____ day of _____, 2019 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as **"County"**, and **[Insert Consultant Company Name]**, hereinafter referred to as **"Consultant"**, authorized to transact business in the State of Georgia**.**

WITNESSETH

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

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

I. Form of Agreement;
II. Addenda;

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on ***[Insert Board of Commissioners approval date and item number].***

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

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

ARTICLE 4. **SCOPE OF WORK**

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

ARTICLE 5. **DELIVERABLES**

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

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 7. **MODIFICATIONS**

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

ARTICLE 8. **SCHEDULE OF WORK**

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

ARTICLE 9. **CONTRACT TERM**

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

OR

MULTI-YEAR CONTRACT TERM

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

a. Commencement Term

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

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 20__ and shall end no later than the 31st day of December, 20__. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 20__ and shall end no later than the 31st day of December, 20__. If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1st day of January, 2016 and shall end no later than the 31st day of December, 2016. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

ARTICLE 10. **COMPENSATION**

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

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

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 12. **SUSPENSION OF WORK**

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

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

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

ARTICLE 13. **DISPUTES**

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

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

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

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

(3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling 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 Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

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

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

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

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

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

ARTICLE 16. **WAIVER OF BREACH**

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

ARTICLE 17. **INDEPENDENT CONSULTANT**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any

act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

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

ARTICLE 21. **REVIEW OF WORK**

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

ARTICLE 22. **INDEMNIFICATION**

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

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the

applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

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

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

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

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

22.4 Separate Counsel.

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

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

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

ARTICLE 23. CONFIDENTIALITY

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

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

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

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection

to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. **ASSIGNABILITY**

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

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

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

ARTICLE 31. **AUDITS AND INSPECTORS**

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its 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. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

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

ARTICLE 33. **VERBAL AGREEMENT**

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

ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address

Atlanta, Georgia 30303

Telephone:

Email:

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

With a copy to:

Department of Purchasing & Contract Compliance

Interim Director

130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: felicia.strong-whitaker@fultoncountyga.gov

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Email:

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

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37. **FORCE MAJEURE**

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

ARTICLE 38. **OPEN RECORDS ACT**

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

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

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

ARTICLE 40. **INVOICING AND PAYMENT**

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

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia

Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government

141 Pryor Street, SW

Suite 7001

Atlanta, Georgia 30303

Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

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

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

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

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

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

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

ARTICLE 41. **TAXES**

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

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

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

ARTICLE 43. **NON-APPROPRIATION**

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

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

ARTICLE 44. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

[INSERT CONSULTANT COMPANY NAME]

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

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

EXHIBIT B

SPECIAL CONDITIONS

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Consultant shall

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

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

EXHIBIT F

PURCHASING FORMS

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 9 – EXHIBITS

Exhibit 1: Purchasing Forms

a. Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
b. Form B: Georgia Security and Immigration Subcontractor Affidavit
c. Form C: Disclosure Form & Questionnaire
d. Form D: Local Preference
e. Form E: Service Disabled Veterans
f. Exhibit A: Promise of Non-Discrimination
g. Exhibit B1: Schedule of Intended Subcontractor Utilization
h. Exhibit B2: Subcontractors & Suppliers Form
i. Exhibit C: Subcontractor Contact Form
j. Insurance and Risk Management Signature Page

Exhibit 2-Cost Proposal Form

Total Estimated Annual Cost

Cost Component	Amount
Proposed Per-Trip Fixed Cost to County reflecting the $1.00 cost share	
Estimated Annual Trip Volume	
Total Annual Cost	

** Historical ridership details can be found in section 1.3 of the RFP*

Proposer shall provide all assumptions and cost factors used in calculating the proposed per-trip fixed cost, including operational, administrative, technology, and TNC-related components.