

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: JUNE 10, 2010

Cobb County will receive Sealed Bids before 12:00 NOON, June 10, 2010 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 10 – 5493
ADMINISTRATIVE SERVICES FOR HUD AND OTHER GRANT PROGRAMS
COBB COUNTY ECONOMIC DEVELOPMENT DEPARTMENT**

**PRE-PROPOSAL MEETING: MAY 26, 2010 @ 2:00 P.M.
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

No bids will be accepted after the 12:00 noon deadline.

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to purchasing@cobbcounty.org:

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: MAY 14, 21, 28, 2010
JUNE 4, 2010

BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 10-5493

REQUEST FOR PROPOSAL
ADMINISTRATION SERVICES FOR HUD AND OTHER GRANT PROGRAMS
COBB COUNTY ECONOMIC DEVELOPMENT DEPARTMENT

DELIVERY DEADLINE: JUNE 10, 2010 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

OPENING DATE: JUNE 10, 2010 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: _____

CONTACT NAME: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME _____ TITLE _____

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 10-5493; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 90 CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

ADVERTISE DATES: MAY 14, 21, 28, 2010
JUNE 4, 2010



COBB COUNTY
PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-1154
www.cobbcounty.org

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Conference/Bid Room, Marietta, GA 30008.

Thank you in advance for your cooperation.

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 10-5493 DATE: June 10, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request for Proposal
Administration Services for HUD and Other Grant Programs

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

**SEALED BID # 10 – 5493
ADMINISTRATION SERVICES FOR HUD AND OTHER GRANT PROGRAMS
COBB COUNTY ECONOMIC DEVELOPMENT DEPARTMENT**

BID OPENING DATE: JUNE 10, 2010

**PRE-PROPOSAL CONFERENCE: MAY 26, 2010 @ 2:00 P M. (E.S.T.)
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

**BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

**BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 6 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 91806

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

**"STATEMENT OF NO BID"
SEALED BID NUMBER 10-5493
REQUEST FOR PROPOSAL**

ADMINISTRATION SERVICES FOR HUD AND OTHER GRANT PROGRAMS

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____

COBB COUNTY
BOARD OF COMMISSIONERS

REQUEST FOR PROPOSALS
FOR ADMINISTRATION SERVICES FOR HUD AND
OTHER GRANT PROGRAMS

Department of Economic Development

Sealed Bid # 10-5493

COBB COUNTY, GA

REQUEST FOR PROPOSALS
ADMINISTRATION SERVICES FOR HUD AND OTHER GRANT PROGRAMS
Department of Economic Development
Sealed Bid # 10-5493

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REQUEST FOR PROPOSAL
ADMINISTRATION SERVICES FOR HUD
AND OTHER GRANT PROGRAMS
SEALED BID #10-5493

SECTION 1

INTRODUCTION

Cobb County Government (County) requests proposals from qualified professional consultants to administer Housing and Urban Development (HUD), State, and other grant programs for the County. It is the intent of the County to retain a Contractor who will provide professional advice and hands-on full administration of these grant programs. The Contractor must insure that grant operations are in full compliance with all legal and regularity provisions and meet the goals of the funding agency and Cobb County.

Cobb County has in recent years experienced growing diversity among its nearly 700,000 residents and their needs and interests. The Cobb County Board of Commissioners has designated that the day-to-day administration of HUD, State, and other grant programs be processed through the use of an independent contractor rather than the use of in-house County staff, although County staff provide oversight and direction. Additionally, all six cities located within the County currently elect to have their programs of these types administered through the County and its contracted administrator. Further, Cobb County is the lead agency for the Georgia Urban County Consortium (GUCC) HOME administered grants for Cobb County, the City of Marietta, and Cherokee County and additionally is the lead agency for a GUCC with Fulton County HOME program funds.

1.1 Service Description

The successful Proposer shall implement HUD and other Federal, State and local grant programs for Cobb County including, but not limited to the following:

- Community Development Block Grants (CDBG)
- Community Services Block Grants (CSBG)
- Emergency Shelter Grants (ESG)
- Home Investment Partnership Act Grants (HOME)
- Justice Assistance Grant (JAG)
- Federal Emergency Management (FEMA)
- Neighborhood Stabilization Program (NSP)
- Homelessness Prevention and Rapid Re-Housing Program (HPRP)
- Energy Efficiency and Block Grant Program (EECBG)
- American Recovery and Reinvestment Act funded programs (CDBG, CSBG, JAG)

Should Cobb County become the recipient of any new grant funds during the performance period of an executed administration contract, at the option of the County, the contract could be amended to include the administration services for the new program(s). Likewise, if any of the grant funds now received, or grant programs now in place, are terminated during the performance period of a contract, the contract will be modified accordingly to delete such program(s) and the associated administrative services costs supporting it. Professional administration fees associated with the addition or deletion of program(s) will be negotiated between Cobb County and the contractor, and

shall be limited to costs determined to be reasonable by Cobb County.

1.2 Service Provision

The objective of the County is to secure a firm that will plan, administer, and monitor the County's HUD and other grant programs in accordance with all Federal, State and local requirements. The successful bidder will provide the following general functions for all grants identified in this Request for Proposal (RFP).

- Develop, apply, and manage grant programs.
- Submit timely program progress reports.
- Submit monthly calendar of scheduled events and public hearings.
- Coordinate accounting requirements between the County and other agencies.
- Use the County's purchasing system to contract for goods and services.
- Secure grant payment drawdowns and insure obligations to the grant programs are paid in a timely manner.
- Monitor all programs according to individual grant requirements.
- Retain and make all grant associated records available to Cobb County staff.
- Provide an adequate number of experienced, qualified and capable personnel.

Recipients of Services

Contractor agrees to determine eligibility of clients to receive services in compliance with all grant requirements as well as state and federal law. Eligibility criteria may involve income levels, disability status, and legal residency. Contractor agrees to provide services only to those clients who are eligible and to maintain documentation of such service eligibility on file.

1.3 Term

The initial term of the agreement shall be for three (3) years starting **October 1, 2010 and terminating on September 30, 2013**, with an option to renew for two (2) additional one (1) year periods, these being **October 1, 2013 through September 30, 2014 and October 1, 2014 through September 30, 2015**. Any option to renew will be made at the sole discretion of the County. The CONTRACT shall be subject to the provisions of O.C.G.A 36-60-13 regarding multi-year contracts and shall contain language similar to:

"This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the contractor within at least sixty (60) days prior to September 30 of the initial year of the contract or of each succeeding remaining calendar year."

1.4 Pricing

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

1.5 Insurance and Indemnification Requirements

Insurance

The successful proposer shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. At a minimum, the successful proposer shall maintain the following insurance coverages.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-form property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the County. At the option of the County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages

The Contractor and its officers, officials, employees and volunteers are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor. Contractor should maintain professional liability coverage, at a minimum, in the amounts of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and its officers, officials, employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the County and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the County.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A: VII, or otherwise acceptable to the COUNTY. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days, prior written notice by certified mail, return receipt requested, has been given to the County.

Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officer, officials, employees, and volunteers; or the proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before any work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. County may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Contractor shall require all insurance policies in any way related to the work and secured and maintained by Contractor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against County . Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

Indemnification

The successful proposer shall, in addition to any other obligation herein, agree to indemnify Cobb County and, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its agents, officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged; (a) bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from claims resulting in whole or in part from any actual or alleged act or omission of the proposer, any independent contractor or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of work; or, (b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights or other intellectual property rights by the successful proposer in the performance of work; or, (c) liens, claims or actions made by the successful proposer or other party performing the work, as approved by the County.

The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the successful proposer or its subcontractor, as approved by the County, under workers compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

ATTACHMENT 1-A

ACTIVE PROGRAMS

The following table represents the current programs and funding amounts for the County's grant programs.

<u>Program</u>	<u>Amount</u>
Community Development Block Grant (CDBG)	\$1,723,078
CDBG-Recovery Act	\$1,059,525
Justice Assistance Grant (JAG)	\$ 188,032
JAG-Recovery Act	\$ 767,563
Community Services Block Grant (CSBG)	\$ 614,916
CSBG-Recovery Act	\$ 649,306
Homeless Prevention Rapid Re-Housing Program (HPRP)	\$ 1,337,048
Energy Efficiency and Conservation Block Grant (EECBG)	\$ 5,288,500
Emergency Food and Shelter Grant (EFSG)	\$ 222,472
Emergency Shelter Grant (ESG)	\$ 143,337
Neighborhood Stabilization Program (NSP)	\$ 1,836,823
Home Investment Partnerships Act (HOME)	<u>\$ 2,103,660</u>
TOTAL	\$15,934,260

SECTION 2

GENERAL REQUIREMENTS RELATED TO THE RFP

2.1 Introduction

Cobb County is soliciting technical and cost proposals from qualified professional consultants for administration of HUD, State, and other grants. It is the intent of the County to retain a Contractor who will provide professional advice and hands-on full administration of the programs, such that only monitoring from County staff is necessary. The contractor shall insure that grant operations are fully compliant with all legal and regulatory provisions and satisfy the goals of the Grantors and Cobb County.

The following section outlines specific requirements for the Proposals and the RFP process. Proposers are cautioned to read the section carefully and provide all the requested information. Failure to do so may result in a proposal being rejected.

2.2 Type of Solicitation

This is an RFP for the services described. Each Proposal will be evaluated in accordance with the Evaluation Criteria outlined in Section 2.12. The Cobb County Board of Commissioners will award a Contract to the proposer who the County deems in its sole discretion best meets the requirements of this RFP and whose response is most beneficial and advantageous to the County.

2.3 Solicitation Schedule

- | | |
|--|--|
| ☐ Advertisements of RFP | Friday, May 14, 2010
Friday, May 21, 2010
Friday, May 28, 2010
Friday, June 4, 2010 |
| ☐ Pre-proposal Conference | Wednesday, May 26, 2010 |
| ☐ Deadline for submitting written inquiries | Tuesday, June 1, 2010 |
| ☐ RFP responses due from proposers | Thursday, June 10, 2010 (NOON). |
| ☐ Evaluations finalized | Tuesday, July 13, 2010 |
| ☐ BOC award decision ("Award of Contract") | Tuesday, July 27, 2010 |
| ☐ Contingent transition period | October 1 – December 31, 2010 |
| ☐ New contract start-up | October 1, 2010 |

Cobb County may unilaterally change this schedule without notice.

2.4 Proposal Format and Contents

The Proposal submitted pursuant to this RFP shall consist of the Proposer's response to and submission of **Section 3**. Proposers must provide a Proposal using the format in **Section 3**, which complies fully with the requirements of this RFP. Offerors are encouraged to submit their best offer initially since award may be made without discussion.

2.5 Signature Requirements

Proposals must be accompanied by a transmittal letter and signed by a duly authorized officer(s) of the firm. Consortiums, joint ventures, or teams submitting Proposals, although permitted and encouraged, will not be considered responsive unless it is established that all Contractual responsibility rests solely with one Contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the team.

2.6 Proposal Submission

Sealed Proposals must be submitted to Cobb County at the following address:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008-4012
Fax: 770-528-1154

Proposers shall submit an original plus six (6) copies of their Proposal. Proposals should not exceed 25 pages in length and should follow the outline contained in the RFP. The full package of copies and each copy must be labeled "Cobb County CDBG Grants Administration Proposal" and show the name and address of the firm proposing. Supporting documents may be submitted with the Proposal or in a separate envelope marked "Literature for CDBG Grants Administration Proposal to Cobb County" with the Proposer's name indicated on each piece of literature. Supporting documents and attachments are not included in the 25 page limit.

Proposals must be received before 12:00 P.M. (NOON) Thursday, June 10, 2010. Proposals delivered after the appointed time and date will not be opened. Proposals will be opened and announced on the same date at 2:00 P.M. at the Cobb County Purchasing Department's bid/meeting room, 2nd floor, 1772 County Services Parkway, Marietta, Georgia. Names of firms that submitted responses will be identified without reference to contents.

2.7 Proposal Effective Period

Submission of a proposal indicates acceptance by the firm of the requirements contained in this RFP unless exceptions or alternatives are specifically and clearly noted in the proposal. No proposal may be withdrawn for a period of 120 days after the bid opening date. Any costs or expenses, including attorney's fees, incurred by Cobb County to enforce this agreement shall be borne by the successful proposer.

2.8 Pre-Proposal Conference

A Pre-Proposal conference will be held at Cobb County's Purchasing Department at 2:00 P.M. on Wednesday, May 26, 2010 located at 1772 County Services Parkway, Second Floor, Marietta, GA. Questions or requests for clarification will be discussed in the Pre-Proposal conference. The discussions are not binding. The County will issue written response in the form of addenda.

2.9 Protocol for Questions

Proposers are cautioned, however, that no prior, current, or post-award conversations, representations or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of the RFP or any Contract resulting from this procurement.

All questions or inquiries concerning this RFP must be made in written form to:

Cobb County Purchasing
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
E-mail: purchasing@cobbcounty.org

Written responses to written inquiries will be considered official responses. Written inquiries must be received no later than **Tuesday, June 1, 2010 at 5:00 pm**. Any written inquiry received after the deadline will not be answered

2.10 Revisions to RFP

The County will issue an Addendum to the RFP if it becomes necessary to revise any part of the RFP or if additional information is necessary to enable proposers to make any adequate interpretation of the provisions of this RFP.

Addenda will be posted on the Cobb County Website at purchasing.cobbcountyga.gov. No Addenda will be issued later than three days prior to the date for receipt of proposals except an Addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals. Each Proposer shall ascertain prior to submitting a proposal that the Proposer has received all Addenda issued, and the Proposer shall acknowledge the receipt in the proposal.

2.11 Evaluation

An Evaluation Committee has been established to review and evaluate all Proposals submitted in response to this RFP. Proposals must contain all requested information to fulfill RFP requirements. Incomplete Proposals will not be considered and will be rejected.

All Proposals will be evaluated against the established criteria. The Evaluation Committee may request clarifications, in writing, to any element of the proposer's Proposal package. Such clarifications shall be requested, in writing, and shall specify the information requested and the response date required.

The Evaluation Committee may elect to hold oral interviews with the highest rated proposers. Key Management personnel must be available at the interview, including the manager of your organization. The County may choose, at its sole discretion, to not interview all proposers or to award a Contract without conducting any oral interviews.

2.12 Evaluation Criteria

Proposals will be evaluated against the following criteria:

1. Staffing – Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project.
2. Experience/Performance – Review of past performance on Cobb County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to County's needs.
3. Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals.
4. Availability – Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County.
5. Financial Stability – Evaluation of the overall financial position of the firm as determined from financial information required by the Request for Proposal or Qualifications or from other independent sources.
6. Cost –Evaluation of the overall cost of the required services as submitted in the Request for Proposal, where applicable.

2.13 Contract Award and Conditions

The evaluation, recommendation, and selection method used will be according to the County's most recent *Policy for the Procurement of Professional Services* Competitive Proposals method wherein qualifications and bid price are taken into consideration, under the stipulation that the bid price is an important factor, but not necessarily the determining factor. Technical qualifications will be the primary consideration in the award of the contract. If two or more proposals are determined to be technically equivalent, then price will be the primary consideration. Disadvantaged Business Enterprises are encouraged to respond to this RFP.

The Contract will be awarded to the most qualified proposer whose offer conforms to the RFP and whose offer is most advantageous to the County using the process outlined in Section 2.11 and the Evaluation Criteria outlined in Section 2.12.

Section 4 of this RFP contains provisions that will be included in the resulting contract. The successful proposer is required to enter into a Contract with Cobb County that contains these or substantially similar provisions. Any changes to these terms and conditions shall be mutually agreed upon and incorporated in writing into the final executed document.

2.14 Compliance with Federal Laws and Regulations

The project will be funded in whole by grants from Federal, State, and other government agencies. The proposed Contract includes the requirements related to these Funding (Section 4).

In addition, the proposer must submit representations or certifications on the following subjects:

- **Fair Housing**
- **Anti-displacement and Relocation**
- **Drug-free Workplace**
- **Anti-Lobbying**
- **Debarment, Suspension, Ineligibility and Other Responsibility Matters**
- **Section 3 Plan**
- **Anti-discrimination Restrictions**
- **Conflict of Interest**
- **Confidentiality**
- **Compliance with Georgia Security and Immigration Act**

2.15 Reserved Rights

The County reserves the right to reject any or all proposals and to waive what it considers to be informalities and minor irregularities in proposals received. The County reserves the right to accept a proposal other than the lowest cost Proposal.

Any contract resulting from this RFP will be financed in whole with funds available to the County through grants from the Federal, State and local governments. The obligations of the County are contingent upon receipt of these requested funds by the granting agencies. In the event that funding from these sources are eliminated or decreased, the County reserves the right unilaterally to terminate or amend the contract.

The selected proposer will be paid for services rendered at a fixed fee amount for each grant program. The County will make these payments semimonthly in equal amounts upon submittal of sequentially numbered invoices by the contractor. If individual grant programs are added or deducted during the term of the contract, the payment amounts will be adjusted accordingly.

2.16 Implementation Schedule

The County's existing grant administration services shall not be disrupted as a result of the implementation of a new service Contract. A Transition Plan shall be submitted by all proposers guaranteeing a smooth transition program related to services and support to all grant programs. Such plan must be approved by the County.

If the contractor selected is a firm not currently providing services to the County, it will be necessary to incorporate a transition period of succession. Due to the on-going and lengthy nature of the grant processes, it will be necessary for the present contractor to be retained for a minimum of three months, from the start of the new contract on October 1, 2010 through December 31, 2010.

Following the award and execution of a Contract, Cobb County will issue a Notice to Proceed to the Contractor, which will specify that the Contractor will assume full responsibility for all service components on October 1, 2010.

In all instances the parties involved must maintain the coordination of all ongoing programs, and make certain there is an effective and responsible transfer phase in/out of all duties and tasks stated in the RFP.

2.17 Pre-Contractual Expenses

Upon receipt of a proposal by Cobb County, the proposal shall be the property of the County for disposition or usage by the County at its discretion. Any expenses incurred by a Proposer in the preparation and submittal of its proposal shall be the sole responsibility of the Proposer and shall not be reimbursed by the County, including but not limited to the following:

- ☐ Preparing the proposal in response to this RFP and submitting the proposal.
- ☐ Negotiating with the County on a matter related to the proposal.
- ☐ Any other expense incurred by the Proposer prior to the date of contract award.

The County and the Board of Commissioners shall be held harmless from any liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization in responding to this RFP.

2.18 Contents of Contract

The contract resulting from this RFP will consist of at least the following items:

- ☐ Request for Proposal, Scope of Work, and addenda.
- ☐ Contract provisions described in Section 4.
- ☐ The Contractor's proposal and modifications mutually agreed upon by the County and the Contractor between the contract award and execution of the contract.
- ☐ The Contractor's plans developed prior to service start-up.

SECTION 3

INSTRUCTIONS TO PROPOSERS

This section provides specific instructions for the Proposals to be submitted for this solicitation.

3.1 Documents

A complete set of proposal documents shall be used in preparing the proposal. Cobb County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.

Each proposer should carefully examine these documents and take such other steps as may be reasonably necessary to ascertain the nature of the work and the conditions which can affect the work or the cost thereof. Failure to do so will not relieve Proposers from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Responsive proposals are those complying in all material aspects with this solicitation.

3.2 Preparation of Proposal

A proposal shall be submitted in the format set forth below and on the forms furnished, or copies thereof, shall be completed in ink or typed, and shall be manually signed. If erasures or other changes appear on the forms, each erasure or change shall be initialed by the person signing the proposal.

If a proposal is from an individual, sole proprietorship, or a proposer operating under a trade name, the proposal shall be signed by that individual.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner; the official address of the partnership shall be shown below the signature.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the corporate secretary or assistant secretary.

A proposal submitted by a joint venture shall list the name of the joint venture and the mailing address and shall be executed by all joint ventures in the same manner as if they were individually submitting the proposal. The signature portion of the proposal form shall be altered as appropriate for execution by the joint venture and all joint ventures.

3.3 Proposal Content and Format

The following outlines the format and required content of proposals to be submitted to Cobb County in response to the RFP for Grant Administration Services. Proposers must submit material in the following sequence.

A. *Proposal Transmittal Letter*

Executed Proposal Transmittal Letter as shown on Attachment 3-A.

B. *General Information (to be completed on separate pages)*

1. Name of Proposer
2. Full address of Proposer's principal office
3. Proposer's telephone number and fax number
4. Proposer's e-mail address
5. Name(s), street address(s), telephone number(s), fax number(s), and e-mail address(es) if different from above, of primary contact(s) in Proposer's organization with responsibility for responding to this RFP to whom matters regarding this RFP should be directed.
6. Indicate whether Proposer is an individual, partnership, corporation or joint venture. If the Proposer is a consortium, joint venture, or team indicate the entity responsible for the Proposal.
7. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors and shareholders and state of incorporation; if a joint venture, list names and addresses of venturers and, if any venturer is a corporation, partnership, or joint venturer, list the same information for each such corporation, partnership and joint venture.

C. *Required Certifications*

1. Certification regarding Conflict of Interest. (Attachment 3-B)
2. Certification regarding Drug-free Workplace. (Attachment 3-C)
3. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. (Attachment 3-D)
4. Certification regarding Guidance on Lobbying Restrictions. (Attachment 3-E)
5. Certification regarding Section 3 Plan. (Attachment 3-F)
6. Certification regarding Non-Segregated Facilities. (Attachment 3-G)
7. Certifications regarding Fair Housing; Anti-Displacement; and Confidentiality (Attachment 3-H)
8. Certification of Compliance with Georgia Security and Immigration Act (Attachment 3-I)
 - Contractor Affidavit & Agreement- Attachment 3-I (a)
 - Subcontractor Affidavit & Agreement- Attachment 3-I (b)
 - Employer Immigration Compliance Certification- Attachment 3-I (c)

D. Addenda

Provide acknowledgement, by number and date issued, of each addendum to this RFP issued by Cobb County and received by Proposer. (Attachment 3-J)

E. Proposer's Qualifications/Experience (to be completed on separate pages)

1. Experience. Provide the following information.

- a. Number of years that Proposer has been in grant administration.
- b. Number of years of experience Proposer has in the proposed type services similar to those required in the RFP, as a Contractor and also as a subcontractor.
- c. List projects that Proposer currently has underway. Include the following information for each project.
 1. Name and telephone number of client contract
 2. Contract price
 3. Description of type services provided, including size of service
 4. Length of contract
 5. Performing service as a prime contractor or subcontractor
- d. List other projects that Proposer has completed during the last five years that demonstrate qualifications to perform the work of this RFP. For joint venture or partnership work, name the other individuals or companies and indicate who was the sponsoring individual or company. Include information on the project including: client, name and telephone number of contact, description on type services provided, length of contract and reason for termination (if applicable).
- e. Provide a list of clients from 2005 to the present that you no longer serve. Include a contact person and telephone number for each former client.
- f. State whether or not any arbitration or litigation has occurred or is pending or threatened by or against Proposer or any officer or partner of Proposer relating to performance under a Contract by Proposer or Proposer's predecessors. Give details.
- g. Provide any other information (including appropriate business references) describing Proposer's experience and past performance in providing these type services.
- h. Provide at least five (5) current or previous clients who may be contacted regarding grant administration services that your organization has performed. (Attachment 3-L)

2. Key Personnel.

General Manager – Provide a resume for the General Manager your firm is proposing. Include education, experience (including location) and accomplishments.

Department Managers – Provide resumes of your proposed Department Managers. Include education, experience (including location) and accomplishments.

Management Support Team – Describe how your firm will support the General Manager’s efforts. Discuss the resources and services which your firm will provide at no extra charge as part of the Contract.

3. Financial Responsibility

Provide information relating to the financial condition of the Proposer, including information demonstrating that it has the necessary financial resources to meet the requirements shown in this RFP. This information will include the following.

- a. Audited balance sheets of Proposer for the last three fiscal years.
- b. Audited consolidated balance sheets of Proposer and its subsidiaries, if any, for the last three fiscal years.
- c. Audited statements of income and stockholders’ equity, if any, and changes in the financial position of the Proposer for its last three years.
- d. Audited consolidated statements of income and stockholders’ equity, if any, and changes in the financial position of Proposer and its subsidiaries, if any, for the last three fiscal years.
- e. Unaudited balance sheets of Proposer and its subsidiaries, if any, for interim quarterly periods since close of its last fiscal year.
- f. State whether or not Proposer, its predecessors, or its principals have been involved in bankruptcy. If so, give details.
- g. Evidence of ability to obtain the specified amounts of insurance in the form of a written commitment from an insurance company authorized to do business in the State of Georgia.

F. Proposer’s Approach to Providing Administration Services (to be completed on separate pages)

1. *Understanding of Requirements*

After studying this RFP, including the Service Specifications in Exhibit A, provide a statement demonstrating an understanding of the services and support required by this RFP of the Contractor for each service type. Keep in mind that all elements of services and support needed to meet the requirements of this RFP which are not listed as responsibilities of the County in Exhibit A, are assumed to be responsibilities of the Contractor.

2. *Description of Approach*

- a. Provide a brief summary of Proposer’s operating philosophy.

- b. Provide a brief summary of how Proposer intends to fulfill Contractor's requirements in this RFP.
- c. Outline the approach that the Proposer will use to ensure the specific responsibilities outlined in the Scope of Work Contractor's Responsibilities will comply with HUD, DOE, DOJ and other applicable federal, State, and local regulations.
- d. Provide a brief summary of the Proposer's understanding and use of best practices, as feasible, and ability to remain knowledgeable on relevant legislation and legal issues.

3. *Records and Reports*

Define records and reporting program that encompasses all aspects of the operations and meets Cobb County requirements.

Provide detailed description of how the required databases will be implemented.

Describe location of records storage (onsite, offsite) and accessibility to records.

4. *Personnel*

Provide proposed organization chart and staffing plan, indicating organization structure, number of management and staff employee positions by division, full-time or part-time status of each employee, and salary and benefit schedules for each employee classification.

The Staffing Plan should describe the skills and experience required of each of the employees, and the overall training program that will be implemented to insure that all personnel meet satisfactory standards of knowledge.

The plan must also address strategies that will be adopted for recruitment and retention of employees.

5. *Proposed Transition*

Proposers should submit a time schedule setting forth the sequence of events and associated time requirements proposed to be undertaken from the Contract award through the first full month of system operations under the Contract. The time schedule must provide for the transition to the new Contract on October 1, 2010.

Note: This section must be completed by all Proposers. The present service contractor must discuss how the transition to the new contract provisions will be accomplished.

G. *Cost Proposal*

The Proposer shall provide a firm fixed cost Proposal (Attachment 3-K) for the administration services outlined in Exhibit A of this RFP. The cost proposal should set forth

the firm fixed costs which the prospective contractor would propose to charge Cobb County to provide the services contemplated herein on an annual basis for three years.

The cost proposal should be based on the characteristics of the current service as outlined in Section 1. As stated, should Cobb County become the recipient of any new grant funds during the performance period of an executed administration contract, the contract may be modified to include the administration services for the new program(s), and, likewise, if any of the grant funds now received are terminated during the performance period of a contract, the contract amount will be lowered accordingly. Professional administration fees for more or fewer program(s) will be negotiated between Cobb County and the Contractor, and shall be limited to costs determined to be reasonable by Cobb County. All service and revisions will be based upon the fixed fees at the start of the Contract, and will be calculated separately for each service administration.

**ATTACHMENT 3 - A
PROPOSAL TRANSMITTAL LETTER**

The undersigned, _____, hereby submits its Proposal to provide Grant Administration Services and Support to Cobb County, Georgia pursuant to the Request for Proposals/Cobb County Grant Administration Services and Support (the "RFP"), delivered to the undersigned by Cobb County, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if Cobb County, Georgia awards the Contract to the undersigned, the Proposal made by the undersigned and delivered to Cobb County, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and Cobb County, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the RFP including, but not limited to, the RFP Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Pricing Sheets, all as described in the RFP.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Transmittal Letter this _____ day of _____, 2010.

By: _____
Title: _____

Sworn to and subscribed
before me this _____ day of _____, 2010.

Notary Public

My Commission Expires:

Date _____

ATTACHMENT 3 - B

WARRANTY/CONFLICT OF INTEREST STATEMENT

The undersigned, _____, warrants that all information provided by it in this proposal is true and accurate. As a duly authorized representative of _____ (Firm), I, _____ (Name), _____ (Title), certify that to the best of my knowledge no circumstances exist which would cause a conflict of interest in performing services for Cobb County Government, that no employee of Cobb County, nor any public agency official or employee affected by this RFP has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any manner or degree with the performance of services for Cobb County Government, including the purchase of goods or services.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

ATTACHMENT 3 – C

DRUG-FREE WORKPLACE

The undersigned vendor in accordance with the Georgia Law hereby certifies that _____(Name of Business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, their business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or a plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

(Name – Print)

(Title)

(Signature)

(Date)

ATTACHMENT 3-D

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies, the lower tier participant may be subject to suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if, at any time, the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction”, “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should a proposed covered transaction be entered into, any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded shall be prohibited from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for all lower tier covered transactions.
7. A participant in an covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned swears that the foregoing statement is true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statement.

Signature_____ Date_____

Typed Name_____

Typed Title_____

Corporate Seal (where appropriate)

Date_____

State of_____

County of_____

ATTACHMENT 3-E
CERTIFICATION REGARDING GUIDANCE ON LOBBYING RESTRICTIONS

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned swears that the foregoing statement is true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

Signature _____
Typed Name _____
Date _____

ATTACHMENT 3-F
SECTION 3 PLAN CERTIFICATION

Proposer agrees to implement the following specific Section 3 Plan directed at increasing the utilization of lower income residents and businesses within Cobb County.

1. To ascertain from Cobb County the exact boundaries of the Section 3 covered project areas. And, where advantageous, seek the assistance of local officials in preparing and implementing the Firm's Section 3 Plan.
2. To recruit from within Cobb County the necessary number of low to moderate income residents through: local advertising media, Marietta Daily Journal, and through community organizations and public or private institutions operating within or serving Cobb County, such as the Chamber of Commerce, the Georgia Department of Labor, the Workforce Investment Act Program, the Urban League, the NAACP, the Local Housing Authorities, and related organizations. These organizations (and any other that Cobb County recommends) will be notified of all openings in the proposer's firm.
3. To obtain a list from Cobb County of all low to moderate income area residents who have applied, either on their own or by referral from any source, and employ such persons, if otherwise eligible, and if a vacancy exists.
4. To insert the Section 3 Plan in all bid proposal documents, and to require all bidders on subcontracts to submit a Section 3 Plan, including numeric goals and the specific steps planned to accomplish these goals.
5. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
6. To insure that all appropriate Section 3 business concerns are notified of any pending subcontract opportunities.
7. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above action steps have been taken.
8. To appoint a company official to be its Section officer to coordinate the implementation of this Section 3 Plan.
9. The Proposer will develop a list of all projected work force needs for all phases of this grants management project, by occupation, trade, skill level, and number of positions, along with the number of new hires anticipated for this project, and the number of Section 3 residents for which jobs will made available.
10. The Proposer, as openings become available during the Contract period, will solicit and strongly consider Section 3 low to moderate income residents to fill any and all available positions.

The Proposer will work with all of the employment sources identified in the Proposer's Section 3 Plan to recruit eligible Section 3 employees for any potential position. Thus, the Proposer anticipates that it will be of assistance to Cobb County, during the Contractual period, in meeting its overall Section 3 goals.

(Signature)

(Date)

(Name)

(Date)

ATTACHMENT 3-G

CERTIFICATION BY PROPOSER REGARDING NON-SEGREGATED FACILITIES

The Proposer certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, work, storage, restaurant, and other eating area which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor

(Signature)

Name and Title of Signer

Date

ATTACHMENT 3-H

CERTIFICATIONS FOR FAIR HOUSING – ANTI-DISPLACEMENT AND RELOCATION - CONFIDENTIALITY

In accordance with the applicable statutes and regulations governing the consolidated plan regulations, and proposer certifies that:

Affirmatively Further Fair Housing – The proposer will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the grant jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan – The proposer will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24: and in effect will follow a residential anti-displacement and relocation assistance plan required under section 104(D) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Confidentiality – The proposer will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

(Signature)

(Date)

(Name)

(Date)

ATTACHMENT 3-I
Compliance with Georgia Security and Immigration Compliance Act
Effective: 04/26/10 (Replaces all prior versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Definitions:

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Additionally, before a bid for any such service is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b)(1).

Based upon the County’s experience, additional compliance certification shall be required of all contractors and their subcontractors at the time work is commenced under any contract for the physical performance of services.

PROCEDURE

1. Bid Documents: Bid documents should contain information regarding the contract language requirement below.
2. Responsive Bid Documents: Responsive bid documents must include a signed, notarized affidavit from the contractor in the form attached. If the affidavit is not submitted **at the time of the bid**, the applicant will be **disqualified**.

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.

3. Contract Language: Affirmative language shall be contained in contracts for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) Affidavits in the form attached be executed from a contractor (and any subcontractors, regardless of tier) showing compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. Such affidavits should be attached to the contract and/or subcontracts.

- (b) That the contractor will be responsible for securing affidavits, and submitting them to the County, for any subcontractors (or sub-subcontractors) employed or retained for work under the contract.
- (c) That the contractor will comply with the requirements for submitting Compliance Certification (as discussed below);
- (d) That failure to comply with any of the requirements and procedures of the County (i.e., failure to supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County officials upon request; and/or failure to continue to meet any of the foregoing obligations during the life of the contract) shall constitute a material breach of the contract and shall constitute a material breach of the contract and shall entitle the County to dismiss any general contractor, subcontractor, or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements.
- (e) That upon notice of a material breach of these provisions, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

4. Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” form attached hereto and submit the same to the County.

After commencing work under any contract the physical performance of services, the contractor shall update the “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” form attached hereto whenever there is a change in personnel and every six (6) months during the term of the contract.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor and submit the same to the County.

FORM ATTACHMENTS:

- 1. CONTRACTOR AFFIDAVIT & AGREEMENT
- 2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT
- 3. EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION

Effective: 04/26/10 (Replaces all prior versions)

CONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A);
- (2) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (3) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia.

EEV/Basic Pilot Program User ID Number

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

Notary Public Commission Expires: _____

**The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.

Effective: 04/26/10 (Replaces all prior versions)

EXHIBIT A

SUBCONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A);
- (2) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (3) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia.

EEV/Basic Pilot Program User ID Number

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

Notary Public Commission Expires: _____

**The applicable federal work authorization program as of the effective date of the statute is the EEV/Basic Pilot program operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

Effective: 04/26/10 (Replaces all prior versions)

EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION
*(To be completed by Contractors and all Subcontractors prior to contract initiation,
every 6 months after commencement of work, and at any time that
there is a change in personnel assigned to the project.)*

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

_____ (Project Name/Description)		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Contractor Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED
BEFORE ME ON THIS THE
____ DAY OF _____, 201__

Notary Public
Commission Expires: _____

Effective: 04/26/10 (Replaces all prior versions)

ATTACHMENT 3 - J

ADDENDUM ACKNOWLEDGEMENT

This form is for the acknowledgement of addendum and the date the Proposer received the addendum.

Number of Addendum	Date Received	Name of Person Receiving Addendum
1		
2		
3		
4		
5		

ATTACHMENT 3 - K**COST SUMMARY**

All proposed compensation amounts must be fixed price amounts.

	Program Title	Program Year 2010*	Program Year 2011*	Program Year 2012*
CDBG	Community Development Block Grants			
CDBG-ARRA	CDBG-Recovery Act funds			
HOME	HOME Investment Partnership Act Grants			
EECBG	Energy Efficiency & Conservation Block Grant			
ESG	Emergency Shelter Grants			
CSBG	Community Services Block Grants			
CSBG-ARRA	CSBG-Recovery Act funds			
JAG	Justice Assistance Grant			
JAG-ARRA	Justice Assistance Grant-Recovery Act			
FEMA	Federal Emergency Mgmt. Agency			
HPRP	Homelessness Prevention and Rapid Re-Housing Program			
NSP	Neighborhood Stabilization Program			
	TOTAL All Grants Cost			

* PY's 2010, 2011, 2012 refer to Cobb County's Fiscal Years October 1, 2010 through September 30, 2011; October 1, 2011 through September 30, 2012; and October 1, 2012 through September 30, 2012 respectively.

ATTACHMENT 3 - L

CLIENT REFERENCES

Provide at least five (5) current or previous clients who may be contacted regarding grant administration services that your organization has performed.

Client Contact Name
Organization
Grant Program Name(s) / Years Administered
Telephone Number
Services Provided to Client

Client Contact Name
Organization
Grant Program Name(s) / Years Administered
Telephone Number
Services Provided to Client

Client Contact Name
Organization
Grant Program Name(s) / Years Administered
Telephone Number
Services Provided to Client

Client Contact Name
Organization
Grant Program Name(s) / Years Administered
Telephone Number
Services Provided to Client

Client Contact Name
Organization
Grant Program Name(s) / Years Administered
Telephone Number
Services Provided to Client

SECTION 4

PROPOSED CONTRACT PROVISIONS

The following provisions are intended to be incorporated into the Contract for grant administrative services. The Proposer should confirm its willingness to enter into the Contract containing these provisions or otherwise state in its Proposal specifically what portion(s) it will not agree to.

4.1 DEFINITIONS

The following terms used in this CONTRACT will have the meaning set forth below.

- a. The term "COBB" or the "COUNTY" means Cobb County, Georgia, (which acts through its Board of Commissioners).
- b. The term "BOARD OF COMMISSIONERS" means the governing body of Cobb County, Georgia.
- c. The term "SERVICES" means Administration Services for HUD and Other Grant Programs as described in this RFP and as they are added during the term of the agreement, and workmanship and material furnished or used in performing the services.
- d. The term "PROPOSER" means any firm or entity responding to this Request for Proposals.
- e. The term "PROPOSAL" means the qualifications, services, support and prices offered by the PROPOSER.
- f. The term "SUCCESSFUL PROPOSER" means the firm or entity to be selected to provide grant administration services to COBB COUNTY.
- g. The term "CONTRACT" means the agreement that COBB COUNTY will have with the successful PROPOSER for the provision of grant administration services to COBB COUNTY. Such CONTRACT incorporates the items referenced in Section 2.18.
- h. The term "CONTRACTOR" means the firm or entity awarded the CONTRACT for providing grant administration services and support to COBB COUNTY.

4.2 COMPLETE CONTRACT

This CONTRACT and the attachments and documents incorporated herein, by reference, constitute the complete and exclusive statement of the terms of the agreement between the COUNTY and the CONTRACTOR and supersede all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this CONTRACT shall not affect the validity of other provisions. COUNTY'S failure to insist in one or more instances upon the performance of any term or terms of this CONTRACT

shall not be construed as a waiver or relinquishment of COUNTY'S right to such performance by CONTRACTOR.

4.3 INDEPENDENT CONTRACTOR STATUS

Under the CONTRACT, the CONTRACTOR shall be an independent CONTRACTOR and not an agent of the COUNTY or the Board of Commissioners. The CONTRACTOR shall be fully responsible for all acts and omissions of its employees, subcontractors and their suppliers, and specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the CONTRACT requirements. There shall be no contractual relationship between any subcontractor or supplier and the COUNTY by virtue of the CONTRACT with the CONTRACTOR. No provision of this CONTRACT shall be for the benefit of any party other than the COUNTY and the CONTRACTOR.

The COUNTY, in consideration of the compensation provided to the CONTRACTOR, shall also be the lessee of all facilities and equipment used pursuant to this RFP (other than equipment purchased by the COUNTY). The CONTRACTOR shall be entirely responsible and liable for the operation and maintenance of such facilities and equipment whether purchased or leased by the COUNTY. The CONTRACTOR, and not the COUNTY, is the employer of all grant administration employees and the CONTRACTOR is responsible for their wages, hours, benefits, worker's compensation, social security, and all other incidents of employment.

4.4 KEY PERSONNEL

The CONTRACTOR'S General Manager/President and staff are considered to be essential to the work being performed under this CONTRACT. Prior to diverting any of these individuals to other programs, the CONTRACTOR shall notify the COUNTY reasonably in advance and submit justification and proposed substitutions in sufficient detail to permit evaluation of the impact on the PROJECT. CONTRACTOR shall make no diversion without the written consent of the COUNTY. Replacements to staff vacancies should be made within reasonable time limits, to not hamper or delay grant programs.

4.5 SUBCONTRACTING

The CONTRACTOR shall not assign, award, or delegate any of its rights, duties or obligations under this CONTRACT to a subcontractor without prior written approval of the COUNTY. The COUNTY'S approval of any assignment, award or delegation shall not release the CONTRACTOR of any obligation under the CONTRACT. The CONTRACTOR shall be fully responsible for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the CONTRACTOR, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

Nothing contained in this CONTRACT shall create any contractual relation between any subcontractor and the COUNTY.

4.6 CONTRACT DURATION

The initial term of the agreement shall be for a total of three (3) years), starting **October 1, 2010 and terminating September 30, 2013**, with the County having an option to renew for

two (2) additional one-year terms (October 1, 2013 through September 30, 2014, and October 1, 2014 through September 30, 2015). The CONTRACT shall be subject to the provisions of OCGA section 36-60-13.

4.7 SCOPE OF WORK

COUNTY hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the SERVICES hereinafter described in connection with the management and operation of grants administration.

Subject only to the general policies and directions of the COUNTY with regard to grants administration and operations, and to the provisions and requirements of this CONTRACT, CONTRACTOR shall, upon receiving COUNTY'S notice to proceed, do all things necessary to manage, operate, and maintain grants administration including, but not limited to:

1. Provide executive and administrative management;
2. Be knowledgeable of, and apply for grants;
3. Undertake day-to-day operation of County grant administration programs;
4. Employ and supervise all personnel;
5. Administer programs;
6. Undertake maintenance and repair of facilities and equipment;
7. Prepare reports and analyses of financial and other matters;
8. Provide clerical, statistical, and bookkeeping services;
9. Provide technical assistance to sub-recipients;
10. Monitor and audit sub-recipients as related to performance of grant requirements;
11. Undertake such other work as may be necessary in connection with the operation in accordance with **EXHIBIT A – SCOPE OF WORK** attached hereto.

4.8 PAYMENT TO THE CONTRACTOR

The CONTRACTOR will be paid a fixed fee amount for each grant program. The COUNTY shall make payments to the CONTRACTOR semi-monthly in equal amounts upon submittal of sequentially numbered invoices by the CONTRACTOR. The professional fees paid to the CONTRACTOR will be funded 100% by the grant programs and will be subject to grant funding availability and eligibility. The County shall have no obligation to make any payments to CONTRACTOR from County general or other designated funds.

The COUNTY may withhold payment or portions of the payment if the COUNTY determines that the CONTRACTOR has not fulfilled its obligations under the agreement. Such withholdings shall be deducted by the COUNTY from monies invoiced by the CONTRACTOR in the subsequent month's invoice following the COUNTY'S performance evaluation and the COUNTY supplying at least ten (10) days prior written notice of the COUNTY'S intent to deduct liquidated damages thereby affording the CONTRACTOR an opportunity during said ten day period to provide information to the COUNTY challenging the factual basis for such previous month's intended deduction.

The terms of this Section 4.8 and the terms of the entire CONTRACT are intended to supersede all provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 through 13-11-11, and as may be amended.

4.9 PROGRAM INCOME

All grant program income revenues collected by CONTRACTOR are to be reinvested into the respective grant program as provided in Federal Register Part 570.504 for Community Development Block Grants. CONTRACTOR shall be responsible for processing program income revenues in the manner discussed in **EXHIBIT A - SCOPE OF WORK**, and as necessary for COUNTY to meet the requirements of Federal and State funding sources.

4.10 TERMINATION

1. **Termination for Convenience:** The COUNTY may terminate this CONTRACT at any time for any reason upon ninety (90) days written notice to the CONTRACTOR. Any notice to terminate this CONTRACT shall be given by certified mail, return receipt requested. The effective date of termination shall be ninety (90) days from the date of receipt as noted on the return receipt. The COUNTY shall be responsible for compensating the CONTRACTOR for all services adequately rendered up to the effective date of termination and CONTRACTOR shall not be entitled to any other compensation, fees, or damages claimed for whatever reason, except as set forth in Section 4.12.
2. **Termination for Cause:** Either party may terminate this CONTRACT should either party default in the performance of any of the terms, covenants, obligations, or conditions of this CONTRACT and the non-defaulting party may proceed by following any of the options listed below in the Default section.

4.11 DEFAULT

Default shall mean a failure to comply with any of the provisions of this CONTRACT or any applicable County, State, or Federal laws, which do not fall within the force majeure provisions of this CONTRACT. Additionally:

- a. The CONTRACTOR will be in default should the CONTRACTOR become insolvent or unable to pay its debts as they mature or make an assignment for the benefit of creditors or should a bankruptcy petition under the Bankruptcy Code of 1978, as amended, be brought by or against the CONTRACTOR; or
- b. The CONTRACTOR will be in default should a judgment or order for payment of money no longer subject to appeal or which judgment or order, in the opinion of the COUNTY, would be fruitless to appeal, be entered against the CONTRACTOR by any court or other tribunal which exceeds \$100,000 in amount and (a) such judgment or order shall continue undischarged or unpaid for a period of 30 days and (b) an insurer acceptable to the COUNTY has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance and (c) or the COUNTY is otherwise reasonably satisfied that the CONTRACTOR would be able to satisfy the judgment without affecting its ability to provide those services.

In the event of default under this CONTRACT, the non-defaulting party shall send written notice of specific instances of failure to fulfill any of its obligations under the CONTRACT and, within twenty (20) days of the date notice is sent, such failure has not been cured or otherwise remedied to the satisfaction of the non-defaulting party, then the non-defaulting

party may, at its election, terminate the CONTRACT in whole or in part, for default. The non-defaulting party shall give written notice of termination.

Further, in the event of default, the non-defaulting party shall have the right, but not the obligation, to cure such default and to charge the defaulting party for the costs of curing the default against any sums due or which become due to the defaulting party under this CONTRACT. The non-defaulting party shall use an economical and reasonable method of curing any such default.

4.12 LIQUIDATED CONTRACT DAMAGES

Upon termination for the Convenience of the COUNTY, the COUNTY shall pay the CONTRACTOR the following amounts:

- a. CONTRACT prices for services or supplies accepted under the CONTRACT; and,
- b. Reasonable costs incurred in preparing to perform and performing the terminated portion of the work plus the stated profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages), less amounts paid or to be paid for accepted services or supplies; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire CONTRACT would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss.

Any dispute as to amounts owed shall not affect or delay the effectiveness of such termination.

4.13 FORCE MAJURE

Any delay or failure of performance by either party shall not constitute a default or give rise to any claims for damages if and to the extent the failure is caused by any act, event or condition beyond that party's control and adversely affecting its ability to perform its obligations including:

- a. Acts of God, lightening, earthquake, fire, epidemic, landslide, drought, hurricane, tornado, storm, explosion, failure of utilities, flood, nuclear radiation, or any other act by third parties that interferes with operations;
- b. Condemnation or other taking by any government body, change in any applicable law, rule, regulation, ordinance, or permit condition not in effect as of the date hereof; or,
- c. Any order, judgment, action or determination of any federal or state court, administrative agency or government body.

4.14 NOTICE REQUIREMENT

All notices and correspondences required under this CONTRACT shall be in writing and shall be delivered personally, prepaid registered or certified mail, return receipt requested or overnight receipted delivery service.

All notices and correspondences to the COUNTY shall be addressed as follows:

Cobb County Office of Economic Development
100 Cherokee Street, Suite 450
Marietta, GA 30090-7000
Telephone: (770) 528-2607
Facsimile: (770) 528-2636

4.15 INDEMNIFICATION

1. The CONTRACTOR shall indemnify and hold harmless COBB COUNTY, its Board of Commissioners, in both their official and individual capacities, COUNTY's employees, consultants, agents, servants, successors, heirs, executors and administrators, from and against any and all claims, actions, causes of actions, demands, obligations, liens, rights, damages, judgments, costs, loss of services, expenses, including but not limited to attorney's fees, and compensation of any nature whatsoever arising out of or relating to any and all claims, suits, liens, demands, obligations, actions, procedures or causes of action of every kind and character caused in whole or in part by the acts or omissions of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts arise directly or indirectly out of the performance of the CONTRACT and/or the operation of the grants administration programs. This indemnity provision includes any action or claim resulting from, but not limited to, the following:
 - a. Accident, injury, death, loss, or damage, to any person or property, or other economic loss or claimed liability to the extent caused by, resulting from, connected with or arising out of the acts or omissions of the CONTRACTOR, its officers, directors, employees, agents or subcontractors;
 - b. Violation of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to the operation of the grants administration programs contemplated herein including, but not limited to, all state and federal environmental, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act, American with Disabilities Act, labor laws and regulations and other laws and regulations actions undertaken by the CONTRACTOR in the CONTRACT; and
 - c. Infringement of any patent, trademark, or intellectual property right, or violation of any state or federal patent, trademark, or intellectual property law; provided, however, that CONTRACTOR'S indemnity shall not cover any claims or losses arising from or related to the alleged infringement of any patent, trademark, copyright or similar property right regarding any logo, mark, insignia, advertising, or marketing materials provided to CONTRACTOR by the COUNTY.
2. The COUNTY shall give the CONTRACTOR timely notice of, and shall forward to it every demand, notice, summons or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of the COUNTY to give such notice shall not affect such right to indemnification unless such failure was a result of the COUNTY'S gross negligence or fraud and such failure is materially prejudicial to the CONTRACTOR. The COUNTY agrees to reasonably cooperate with the

CONTRACTOR in connection with the defense of any such claim.

3. The foregoing indemnities shall be in addition to, and not in derogation of, the indemnity set forth in **Exhibit B** hereof.

4. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor or its subcontractor, as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

4.16 LAWS GOVERNING AND VENUE OF ACTIONS

The CONTRACT shall be governed by, and construed in accordance with, the laws of the State of Georgia. The courts of Georgia, located in Cobb County, Georgia, and, as applicable, the United States District Court for the Northern District of Georgia, shall have exclusive jurisdiction to hear any claim between the CONTRACTOR and the COUNTY in connection with the CONTRACT or the operation of grants administration, and CONTRACTOR submits to the jurisdiction and venue of such courts.

4.17 TAX EXEMPT

The COUNTY and its agencies are exempt under present law from state and local sales taxes in the State of Georgia. All transactions under the CONTRACT shall be deemed to have been accomplished within the State of Georgia.

4.18 EMERGENCIES

In the event of a declared civil disorder or natural catastrophe, the CONTRACTOR shall direct the employees to operate as ordered by federal, state, and/or the County civil authorities. Compensation shall be based on actual hours of service performed.

4.19 MEETINGS

Upon request of the COUNTY, the CONTRACTOR shall, at its own expense, attend citizens' meetings to provide information concerning grants. The General Manager, representing the CONTRACTOR, shall attend, at a minimum, monthly meetings with COUNTY staff at times and locations to be determined by Cobb County staff. In addition, CONTRACTOR is expected to be available to meet with County staff and officials to discuss issues of importance as deemed necessary by the COUNTY.

4.20 REMOVAL OF EMPLOYEES

Promptly upon the written demand of Cobb County Manager, CONTRACTOR shall remove from activities associated with this CONTRACT any employees whom COUNTY considers unsuitable for such work. This right of the County shall not, however, serve to create any employer-employee relationship between the County and Consultant's employees who shall, at all times, remain employees of Consultant only.

4.21 APPROVAL OF PROCEDURES

The responses to the Request for Proposals are hereby incorporated into this CONTRACT by reference. These responses, together with the requirements in the Request for Proposals, shall constitute the CONTRACTOR'S operating procedures, policies and practices, and, upon reasonable written request from the COUNTY, the CONTRACTOR shall amend such procedures, policies and practices in accordance therewith. The CONTRACTOR shall request the COUNTY'S prior written approval for any change to these responses. Such procedures, policies and practices shall be deemed to include all CONTRACTOR'S employees' training and orientation and CONTRACTOR'S employee performance codes and disciplinary procedures, and other performance-related procedures or policies.

4.22 COMPLIANCE WITH LAW

The CONTRACTOR shall comply with all applicable federal, state and local laws and regulations relating directly or indirectly to providing services. All facilities and equipment shall be maintained and operated at all times in compliance with all applicable rules, regulations and codes governing the operation of businesses within the COUNTY and its municipalities, and those of the State of Georgia and the United States.

The COUNTY shall comply with all federal and state laws and regulations applicable to the COUNTY and related directly or indirectly to providing services.

4.23 EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)

The CONTRACTOR shall comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended with respect to each of its employee benefit plans. The CONTRACTOR shall supply the COUNTY with such information concerning the status of each of the CONTRACTOR'S employee benefit plans, as the COUNTY shall reasonably request.

4.24 LICENSES, PERMITS, AND FILING FEES

The CONTRACTOR is solely responsible for obtaining any licenses or other authorization required by law to perform the services required in this CONTRACT.

4.25 PROHIBITED USES

Unless expressly authorized in writing by the COUNTY, the CONTRACTOR shall not use any facilities or equipment which are part of the COUNTY'S grant administration programs other than in connection with the services required to be performed under the CONTRACT. The CONTRACTOR shall not use any such facilities or equipment for any purpose other than may be specifically permitted by the COUNTY and in the COUNTY'S sole discretion and under such terms as the COUNTY elects.

4.26 RISK OF LOSS OR DAMAGE

The CONTRACTOR will be responsible for all losses and/or damages to buildings, structures, and facilities, whether owned or leased by the COUNTY, used in the

performance of this CONTRACT, which are due to the negligence of the CONTRACTOR, its agents, representatives, employees, or subcontractors.

4.27 INSURANCE

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.

4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the County. At the option of the County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages

The County and its officers, officials, employees and volunteers are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor. Contractor should maintain professional liability coverage, at a minimum, in the amounts of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and its officers, officials, employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

All program files, records, equipment, and furnishings stored off-site must be insured.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the County and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the County.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A: VII, or otherwise acceptable to the County.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before any work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. County may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Contractor shall require all insurance policies in any way related to the work and secured and maintained by Contractor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against County. Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

4.28 CONFIDENTIALITY

Any and all reports, information or data of whatever nature, including names and addresses provided to, or prepared, generated or assembled by the CONTRACTOR in connection with the performance of the CONTRACT shall not be made available to any individual or organization outside the CONTRACTOR without the prior written approval of the COUNTY unless such is required by a court process. CONTRACTOR shall promptly notify the COUNTY of any request for such information so that it can comply with the mandates of the Georgia Open Records Act.

4.29 EXAMINATION AND RETENTION OF RECORDS

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, databases, and similar materials relating to work performed for COUNTY under this CONTRACT on file for at least five (5) years following the date of the last expenditure report filed with HUD and/or other federal funding agencies. All records stored on a computer database must be in a format compatible with the COUNTY'S. Any duly authorized representative(s) of COUNTY shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to COUNTY representative(s) for such access and inspection. Further, any duly authorized representative(s) of COUNTY shall be permitted to observe and inspect any or all of CONTRACTOR'S facilities and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provision of this CONTRACT. In such instances, COUNTY representative(s) shall not interfere with or disrupt such activities.

All clients shall be notified that their name, address, and other personal information is public record, but that information regarding their respective case will be referred to inquiries according to project number or some other code that will not reveal personal identity.

Exhibit A outlines the reports that must be submitted to COUNTY and their timing.

The CONTRACTOR shall maintain, and the COUNTY and its representatives shall have the right to examine, all books, records, documents, accounting procedures and practices and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the CONTRACT. The materials described above as well as any relevant database and computer tapes or disks containing such information shall be made available at the COUNTY office of the CONTRACTOR at all reasonable times for inspection, audit, and reproduction during the term of the CONTRACT, and for five (5) years from the final date of settlement or payment under the CONTRACT.

4.30 THE COUNTY AND CONTRACTOR-SUPPLIED PROPERTY

The title to capital items provided by the COUNTY shall remain with the COUNTY. The CONTRACTOR shall be required to maintain such items utilizing manufacturers' recommended maintenance standards, at a minimum, or those standards provided by the COUNTY, at the COUNTY'S sole discretion. Furthermore, the CONTRACTOR shall

maintain adequate property control records of all COUNTY-furnished property in accordance with sound industry practice and as approved by the COUNTY.

4.31 SEVERABILITY OF PROVISIONS

Any provision of the CONTRACT which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the CONTRACT, or affecting the validity or enforceability of such provisions in any other jurisdiction.

4.32 TURNOVER PROCEDURE

The COUNTY has established a turnover procedure for return of equipment at end of CONTRACT. This turnover procedure shall be implemented toward the end of the current CONTRACT term and prior to the commencement of the new CONTRACT. At the COUNTY'S option, a turnover inspection may be implemented with or without a change in CONTRACTORS. **Exhibit A – Section 11** outlines the procedures that are to be followed during the turnover period.

4.33 PERFORMANCE STANDARDS

The CONTRACTOR will perform all services required by the CONTRACT according to the performance standards set forth below. The CONTRACTOR'S plans and procedures, submitted with the PROPOSAL, shall incorporate actions necessary to provide service according to these standards. The performance standards shall apply to all services.

The COUNTY has developed these standards with which the CONTRACTOR is expected to comply to insure that the CONTRACTOR'S services and employee performance meet COUNTY standards. Failure by the CONTRACTOR to meet these standards could result in the COUNTY assessing an appropriate liquidated damage amount for each incident of non-compliance. The COUNTY has established specific performance standards related to the following:

- Operating requirements
- Cleanliness
- ADA/Georgia Accessibility Code compliance
- Safety requirements
- Reporting requirements
- Customer service requirements

4.34 FEDERAL REGULATIONS AND REQUIREMENTS

Exhibit B outlines requirements pertaining to this CONTRACT. These clauses are incorporated into this CONTRACT with the same force and effect as if they were included in the main text or the CONTRACT. It is understood and agreed that the CONTRACTOR may be obligated by and to the COUNTY for any specifications or documentation required of the COUNTY under these clauses.

ATTACHMENT 4 – A FEE SCHEDULE

For services rendered as set forth under **EXHIBIT A – SCOPE OF WORK**, payment shall be based on the following rates:

First Year: Fixed Rate Of:	\$	for CDBG services
		for CDBG-R services
		for HOME services
		for ESG services
		for CSBG services
		for CSBG-R services
		for JAG services
		for JAG-R services
		for FEMA services
		for NSP services
		for HPRP services
		for EECBG services
		TOTAL
Second Year: Fixed Rate Of:	\$	for CDBG services
		for CDBG-R services
		for HOME services
		for ESG services
		for CSBG services
		for CSBG-R services
		for JAG services
		for JAG-R services
		for FEMA services
		for NSP services
		for HPRP services
		for EECBG services
		TOTAL
Third Year: Fixed Rate Of:	\$	for CDBG services
		for CDBG-R services
		for HOME services
		for ESG services
		for CSBG services
		for CSBG-R services
		for JAG services
		for JAG-R services
		for FEMA services
		for NSP services
		for HPRP services
		for EECBG services
		TOTAL

EXHIBIT A

ADMINISTRATION OF HUD AND OTHER GRANTS

SCOPE OF WORK

SECTION 1 - GENERAL REQUIRED SERVICES

The Contractor will work closely with Cobb County and will provide such personnel as required to carry out the following responsibilities.

- 1.1 Become and remain familiar with all Federal and State legislated provisions of the grant programs. Such information shall be disseminated to recipients of grants, County personnel, and other persons who should be kept abreast of grant requirements. This provision includes attending appropriate training sessions that are sponsored by respective grant providers. In addition, the Contractor should become and remain familiar with proposed legislation, case studies, and legal actions relevant to Cobb County programs and disseminate such information to appropriate County personnel.
- 1.2 Provide grant supportive services to the County and its sub recipients including:
 - a. Planning activities;
 - b. Completion of work program activities, e.g., program description, public hearings, consolidated plan(s), and annual action plan(s), and required amendments, at a minimum of one week before the deadlines established by the issuing grant agency;
 - c. Preparation of operating and capital budget recommendations according to established deadlines;
 - d. Obtainment of Board of Commissioners' approval of all policies and procedures, including any revisions, amendments or other changes and coordinate such changes through the Office of Economic Development;
 - e. Preparation of Board of Commissioners' agenda items with approval by Office of Economic Development; and
 - f. Establishment and maintenance of all project and program files.
- 1.3 Develop, document, and implement procurement procedures which meet all Federal, State, County, or program requirements, including the "Common Rule," 24 CFR 85, and the Office of Management and Budget Circular A-87. These procedures shall meet the more restrictive, applicable procurement requirements and include, but are not limited to:
 - a. Processes for both competitive and non-competitive procurement, as appropriate;
 - b. A code of conduct for administrative staff;
 - c. The assurance of fair and open competition;

- d. Evaluation of proposals and qualifications; and
 - e. Cost/price analysis and selection of proposals.
- 1.4 Develop, document, and implement contracting procedures which meet all Federal, State, County, and program requirements which include, but are not limited to:
- a. A contract review and approval process. This process shall include review of contracts by the Contractor, the Cobb County Attorney's Office, Cobb County's Office of Economic Development, and other appropriate Cobb County staff;
 - b. Preparation of contracts, approved as to form by the Cobb County Attorney's Office, for execution by the Chairman of the Cobb County Board of Commissioners;
 - c. A process to prepare contract modifications as necessary; and
 - d. A contract administration system, which includes retaining procurement records according to all Federal, State, County, and program requirements.
- 1.5 The County's financial system and Office of Economic Development shall be used to identify grant projects and to record monetary activities within these projects, to ensure that funds are handled in compliance with all Federal, State, and County fiscal management requirements.
- a. The Contractor shall ensure the County's financial system is reconcilable to the balances maintained by the issuers of the individual grant programs at all times, i.e., Federal and State agencies.
 - b. Invoices for the administrator's services shall be sequentially numbered and shall be submitted for equal amounts semimonthly over the term of the contract.
 - c. All other eligible program expenses incurred by the Contractor shall be submitted for payment on a timely basis and shall be supported by the appropriate documentation and authorized signatures.
- 1.6 Prepare brochures and other informational materials, including information on Contractor's website and County's website, which may be required to properly inform the public and potentially interested participants about Cobb County's available grant programs and services.
- 1.7 Develop and implement use of a monitoring manual, approved by the County, which will set forth specific procedures to be followed in monitoring grant programs within Cobb County. This manual will be sufficient to ensure that the Contractor can determine compliance with all grant requirements and shall include procedures to monitor all subrecipients.
- 1.8 Use facilities in the administration of these grant programs that are centrally located within Cobb County, and within a reasonable distance of the Cobb County Government Offices, and accessible according to Americans with Disabilities Act (ADA) regulations, and Georgia Accessibility Code requirements.

- 1.9 Notify the County's Finance Department and Office of Economic Development of all asset purchases made with grant funds and identify these with County property identification tags.
- 1.10 Report to the County, in writing, all program activities on a monthly basis. Such reporting will include but not be limited to performance and financial reporting.
- 1.11 Make records and personnel available for audit by Federal, State, or County representatives.
- 1.12 Provide the County with an independent, certified financial audit of the firm within one hundred eighty (180) calendar days following the close of the firm's fiscal year. The Contractor will agree to maintain an auditable financial system and submit a financial and compliance audit to the County, in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA.) The County shall have the right to review performance and to inspect or copy any and all records, books, papers and documents which relate to the contract at any time during performance or thereafter until the end of the record retention period.
- 1.13 Provide a monthly reconciliation of revenues and expenses, according to each program to the County's recorded revenues and expenses.
- 1.14 Retain all records pertinent to the contract, including financial, statistical, property, participant records, invoices, receipts, and support documentation for a period of no less than five (5) years following the date that the last applicable expenditure report is filed with HUD or other grant agencies. The following qualifications apply.
 - a. If, prior to the expiration of the five (5) year retention period, any litigation or audit is begun, or a claim is instituted involving the grant or agreements covered by the records, the recipient shall retain the records beyond the five (5) year period until the litigation, audit finding(s), or claim has been finally resolved.
 - b. If non-expendable property was acquired through the respective program or assigned to the Contractor by the County, the Contractor shall retain records on said property for a period of five (5) years after final disposition of the property, except as provided in (a) above.
 - c. Should the Contractor cease to do business within the five (5) year period or thereafter during the required record retention period, the Contractor agrees to deliver all records (financial, participant, statistical, and property), complete in form, to the County. The Contractor shall retain sole liability for the content of such records.
- 1.15 Abide by the Fair Labor Standards Act and Federal Income Tax Code requirements, especially as they deal with the identification and distinguishment between employees and independent contractors.
- 1.16 Provide an adequate number of experienced, qualified and capable personnel as required to carry out all grant program responsibilities. Ensure that all replacement personnel be equally experienced, qualified and capable to ensure the on-going successful administration of each grant program.

- 1.17 Utilize all electronic data reporting processes applicable to each respective grant program and ensure the accuracy of all reported data and information.
- 1.18 Implementation of Consolidated Plan Objectives.
- a. Conduct periodic reviews of the approved Consolidated Plan and make necessary revisions.
 - b. Establish and maintain a system for ensuring the progress of Consolidated Plan Objectives.
 - c. Coordinate and monitor Consolidated Plan activities with other public and private agencies.
 - d. Identify needed housing and community development programs.
 - e. Prepare or assist in the preparation of housing assistance programs.
 - f. Encourage and assure that fair housing programs are conducted in conjunction with all housing assistance programs.
 - g. Prepare Cobb County's Consolidated Annual Performance Report and submit to the County for review and approval prior to being submitted to HUD.
- 1.19 Give notice that funding of grant programs are through efforts provided by Cobb County on stationary, publications, websites and at public gatherings that involve grant activities. Carry out such other activities for Cobb County as are required to meet all Federal, State, and local grant requirements, and implement efficient and quality grant programs.

SECTION 2 – CDBG AND CDBG-RECOVERY ACT REQUIRED SERVICES

Design, plan, manage, and control all CDBG program activities in compliance with all HUD requirements. Where referenced, CDBG Program includes the CDBG-Recovery Act program.

- 2.1 Prepare the County's Consolidated Plan, Annual Action Plan, and necessary amendments for the Consolidated Submission for Community Planning and Development Programs.
- 2.2 Design and manage all appropriate citizens' participation plan activities, including:
- a. Furnishing information on the amount of CDBG funds which are expected to be available for activities to be undertaken, and the impact which will result;
 - b. Holding the required number of public hearings to obtain needs assessment information, and the opinions of Cobb County residents on proposed projects;
 - c. Meeting with interested local groups and cities to explain proposed goals and objectives; and
 - d. Preparing a HUD-required Citizens Participation Plan.

- 2.3 Coordinate grant agreements and letters of credit requirements for all CDBG funds with the County's Finance Department and Office of Economic Development.
- 2.4 Prepare all required HUD submittals connected with CDBG activities and submit to the County for review and approval prior to being forwarded to HUD.
- 2.5 Maintain review procedures to ensure CDBG project eligibility.
- 2.6 Establish and maintain communications with sub recipients, including but not limited to: meetings, technical assistance, project implementation, and program and financial monitoring.
- 2.7 Prepare project benefits' impacts on low and moderate income families.
- 2.8 Provide overall program management and supervision, including but not limited to the following:
 - a. Coordinate the CDBG Program with the Chairman of the Cobb County Board of Commissioners, the overall Board of Commissioners, the County Manager, the Finance Department, and Office of Economic Development.
 - b. Serve as Cobb County's CDBG program representative with:

Department of Housing and Urban Development (HUD).

Other public agencies--Federal, State, and local.

Private agencies--Chamber of Commerce, associations, and non-profit agencies.
 - c. Establish and implement CDBG Program policies and procedures, as approved by the Board of Commissioners and the County Manager, in concert with the financial management aspects carried out by the County Finance Department.
 - d. Develop and implement, in conjunction with the Board of Commissioners and County Manager, a coordinated system within Cobb County Government that maximizes the efforts of all appropriate County departments in planning and implementing the CDBG Program.
 - e. Coordinate the various CDBG Program Areas—Housing/Rehabilitation, Public Facilities, Economic Development, Public Services, and Planning and Administration.
 - f. Recommend CDBG Program budgets to the Board of Commissioners and County Manager, and once adopted, ensure program adherence to the approved budgets.
 - g. Provide on-going coordination with the Finance Department and Office of Economic Development to carry out an on-going transfer system for HUD and U.S. Treasury payment procedures that will allow all administration activities, housing activities, public facilities, public services, economic development projects, and all other eligible activities to be paid on a timely basis.

- h. Meet on a periodic basis with the Board of Commissioners and/or the County Manager to provide a status report on program operations, obtain on-going CDBG Program input, and obtain policy direction on overall CDBG Program activities.
- i. Monitor the County's adherence to the HUD three-day-limit rule for use of Federal funds.
- j. Coordinate CDBG matters with all participating public and private agencies.
- k. Establish and monitor a Program/Project Implementation Schedule for Public Facilities, Economic Development, Public Services, and Housing projects.
- l. Coordinate and participate in all HUD Review/Monitoring meetings.
- m. Coordinate through the Office of Economic Development recommendations to the Board of Commissioners and the County Manager on official County responses to all HUD monitoring reports and audits as well as complaints or issues of concern from other funding agencies.
- n. Coordinate the programmatic operations of the CDBG Program in the conduct of an annual financial audit (single audit).
- o. Ensure that all HUD, OMB, and other Federal, State, and local regulations, policies and procedures are met.
- p. Establish and coordinate the implementation of a viable monitoring and evaluation system for all CDBG Program activities.

2.9 Provide the following planning activities to include, but not be limited to the following.

- a. Design and carry out all CDBG Program planning activities required to allow Cobb County to meet all HUD grant submission requirements for all CDBG grant funds, in conjunction with the County's Finance Department and Office of Economic Development.
- b. Design and conduct a comprehensive Community Development needs assessment which includes proposed projects and needs data from the following types of agencies and organizations:

Board of Commissioners;

County Departments;

Participating cities;

Local Human Services agencies;

Other public and private organizations; and

Cobb County citizens.

c. Prepare Cobb County's Consolidated Plan and Annual Action Plan.

Include Cobb's Community Development objectives to be pursued.

Describe the activities proposed to be carried out with CDBG funds, including the following information for each activity:

- a. Address at least one of the three broad national objectives.
- b. Ensure eligibility pursuant to HUD's legislation, regulations, and latest annual grantee instructions.
- c. Describe activities in detail, including location, to allow Cobb residents to determine the degree to which they may be affected.

Meet all other requirements per the latest regulations, and the annual HUD grantee instructions.

d. Design and carry out all appropriate Citizens' Participation Plan activities.

Furnish residents with information concerning the amount of CDBG funds expected to be available for community development activities and the range of activities to be undertaken.

Publish Cobb County Annual Proposed Consolidated Plan, and include a description of activities in sufficient detail, including location, to allow citizens to know the impact of activities on them.

Hold at least two public hearings to obtain Needs Assessment information and the views of Cobb residents on proposed objectives, housing, and community development projects contained in the Consolidated Plan.

Meet with interested local groups and cities to explain proposed goals and objectives, and to encourage participation in the development of the Consolidated Plan.

e. Prepare and disseminate Cobb County's Annual Consolidated Plan.

1. Provide consideration of residents' views and comments in Consolidated Plan preparation.
2. Use HUD Consolidated Plan format.
3. Prepare and update HUD's required Citizens Participation Plan as a part of the Consolidate Plan development process.
4. Obtain input and approval of the Board of Commissioners and the County Manager and then submit to HUD.

5. Provide an assessment of the relationship of the use of funds:
 - a. To the community development objectives identified in Cobb's Consolidated Plan per HUD requirements; and,
 - b. To the broad national objectives.
6. Publish in the County's legal organ a notice of Consolidated Plan availability to Cobb's residents.
7. Print a sufficient number of copies of the Consolidated Plan and distribute them to all interested agencies, organizations, interested local residents, and make available to the public.
- f. Complete all HUD forms and meet all submission requirements including all new certification requirements.
- g. Follow-up with HUD to provide all necessary additional information.
- h. Prepare a HUD-required plan for minimizing the displacement of persons as a result of CDBG funded activities.

2.10 Environmental Assessments.

- a. Maintain an overall Environmental Review Records (ERR) System for all CDBG projects.
- b. Review each specific CDBG project to determine the level of environmental review to be completed, including:
 - An Environmental Assessment;
 - Finding of Level of Impact;
 - Publishing required public notices;
 - Certifying environmental review completion;
 - Preparing adequate ERR documentation; and,
 - Submitting all ERR information to HUD, EPA, and other appropriate Federal, Georgia Department of Natural Resources (DNR), and local agencies.
- c. Assess and document evidence of compliance with provisions for historic preservation, floodplain/wetlands and related Federal environmental regulations.
- d. Serve as Environmental Review Officer and make necessary findings on level of impact.
- e. Comply with all HUD and related Federal environmental regulations relating to four categories of compliance.

Exempt activities.

Categorically excluded activities.

Environmental Assessments.

Environmental Impact Statements.

- f. Carry out all necessary review procedures to prepare and comply with HUD Environmental Assessments.
 - g. Prepare and submit all appropriate HUD requests for ERR release of funds on specific projects.
 - h. Prepare and maintain all necessary information on HUD flood plain insurance requirements.
 - i. Prepare and submit all appropriate E.O. 12372 documentation to Area Clearinghouse, State Clearinghouse, and HUD for final release of funds.
- 2.11 Maintain an overall system to ensure that all HUD regulations are met by all sub recipients, contractors, and subcontractors.
- a. Prepare appropriate checklist and forms required to maintain an on-going system of CDBG Program compliance.
 - b. Conduct necessary research activities to ensure that all HUD regulations relating to grants administration, affirmative action, Davis-Bacon wage rates, financial management, and related CDBG activities are identified and incorporated into overall CDBG Policies and Procedures.
 - c. Complete all review activities to ascertain full compliance with HUD regulations.
 - d. Prepare appropriate documentation on compliance activities.
- 2.12 Administer a comprehensive Cobb County Housing Rehabilitation Program.
- a. Prepare and maintain detail procedures, forms, etc., to implement rehabilitation and minor home repair programs.
 - b. Maintain and update minimum housing standards to be utilized (Housing Code, Energy Standards, Section 8 Standards, State Code, and others as appropriate.)
 - c. Prepare checklist of minimum rehabilitation standards, deficiency specifications and related items.
 - d. Coordinate with other housing improvement programs to maximize the effectiveness of Federal and State housing conservation.

- e. Coordinate with participating cities, local agencies, and lending institutions to identify various local sites for program information, dissemination, application taking, and related rehabilitation activities.
- f. Coordinate the distribution of a brochure(s) and related materials on types of housing rehabilitation assistance available, income limits and other eligibility criteria and also publish such information on County and Contractor websites.
- g. Coordinate with and provide over site assistance to the Housing Inspector(s) who will conduct initial inspections, work write-ups, cost estimates, periodic construction management inspections, and final inspections of eligible client homes.
- h. Work closely with the Board of Commissioners and the County Manager through the Office of Economic Development to adopt and carry out all necessary policies and procedures.
- i. Maintain an on-going system for obtaining Cobb County Board of Commissioners and the County Manager input into overall program operations.
- j. Maintain an on-going system for qualifying and implementing eligible CDBG grants and deferred payment loans.
 - 1. Qualify family and/or structure.
 - 2. Ascertain eligible loan/grant amount.
 - 3. Carry out procurement practices on grant activities to be completed, in accordance with Federal, State, and County program policies.
 - 4. Maintain projects in HUD mainframe computer using the HUD Integrated Disbursement Information System (IDIS).
 - 5. Prepare all necessary applications, contract documents, work write-ups, cost estimates, and related documentation.
 - 6. Periodically monitor completed work and inspections. **NOTE: Inspection services are included within the required services of this RFP.**
 - 7. Request payment disbursements through the Cobb County Finance Department.
 - 8. Coordinate and reconcile all CDBG files, project records and accounting of funds, with the Cobb County's official records.
- k. Maintain an on-going system for taking applications from eligible Cobb County residents.
- l. Implement an efficient process for qualifying applicants and completing all administrative requirements of rehabilitation work for loans and/or grants.
- m. Maintain loan and grant project files for all applicants and eligible households.

- n. Maintain all appropriate program records.
- o. Maintain a list of participating contractors.
- p. Maintain a computerized Housing Rehabilitation DataBase (HRDB) system.
- q. Conduct all necessary Housing Rehabilitation activities including:
 - Application taking and screening;
 - Family Qualification--income, etc.;
 - Structure Qualification--economic feasibility, types of improvements necessary to meet minimum standards and grantee performance indicators (GPI's), as appropriate;
 - Maintain all necessary project files; and,
 - Conduct all activities necessary to approve and complete loan/grant requests.
- r. Work closely with the Cobb County Office of Economic Development and Finance Departments.
 - Request loan/grant disbursements on a timely basis.
 - Maintain a consolidated programmatic and financial management system.
 - Coordinate with the Finance Department during the annual financial single audit.
 - Coordinate all CDBG Program administrative and programmatic activities.
 - Assist the Finance Department in the process of drawing rehabilitation reimbursements from HUD (IDIS System).
- s. Coordinate with the Community Development Department to prevent the rehabilitation of units in areas where the zoning use has undergone significant change and rehabilitation may not be appropriate.
- t. Coordinate closely with County and/or local government building inspectors on housing rehabilitation inspections.
- u. Coordinate with the Department of Transportation to prevent the rehabilitation of units where plans exist for acquisition of the parcel on which the unit sits or for acquisition of improvements on the parcel, including the unit, in conjunction with a road widening project or the construction of a new road.
- v. Conduct all other activities necessary to ensure the on-going success of the Cobb County Housing Rehabilitation Program.

- 2.13 Provide oversight for a City of Marietta Housing Rehabilitation Program. Contractor must provide monitoring oversight and financial review prior to disbursement of funds to the Marietta Housing Rehabilitation Program
- a. Review and approve all financial requests for disbursements in compliance with all grant program and Cobb County requirements and procedures.
 - b. Coordinate all disbursements of funds with Cobb County Finance Department and HUD's IDIS system.
 - c. Monitor program to ensure that all program and financial files are maintained according to and in compliance with requirements of federal program and County requirements.
 - d. Coordinate and reconcile all CDBG files, project records and accounting of funds, with the Cobb County's official records.
 - e. Provide program review and audits.
 - f. Review monthly reports submitted by City of Marietta Housing Rehabilitation Program and ensure that monthly reports are submitted on a timely basis.
 - g. Monitor that all reports and financial requests are submitted on a timely basis.
 - h. Work closely with the Cobb County Office of Economic Development and Finance Department and coordinate with the Finance Department during the annual financial single audit.
- 2.14 Provide liaison assistance with participating cities and other subrecipients to include:
- a. Establish and maintain on-going meetings, technical assistance, monitoring trips and related communications with participating cities and subrecipients;
 - b. Provide CDBG planning, needs assessment and technical assistance in the qualification of eligible CDBG activities;
 - c. Provide assistance in the preparation of all necessary documentation for proposals/applications to be submitted and approved;
 - d. Provide assistance in conducting Environmental Review Assessments, and in meeting Davis-Bacon Act, procurement, contracting and other CDBG requirements;
 - e. Assist cities and other sub recipients in the establishment of appropriate accounting and related grants administration systems;
 - f. Provide liaison and oversight assistance on project implementation activities;
 - g. Coordinate the timely reimbursement of eligible CDBG expenditures; and,
 - h. Carry out other appropriate liaison activities.

2.15 Attend and participate in HUD sponsored and related conferences and workshops.

- a. Community Development meetings.
- b. Attend and participate in appropriate conferences and workshops.
- c. Disseminate all relevant information to County personnel and others as may be appropriate.

2.16 Perform Public Facilities Programs related activities to include the following.

- a. Conduct planning activities for public facilities projects.
- b. Review projects for CDBG eligibility.
- c. Develop a "Project Package" of potentially eligible projects.
- d. Obtain Board of Commissioners' approval of specific projects.
- e. Conduct Environmental Review process, including HUD flood insurance requirements.
- f. Obtain Davis-Bacon prevailing wage rate determinations for each CDBG project to be affected by Davis-Bacon Act requirements.
- g. Carry out all Executive Order 12372 requirements for planning or construction of water or sewer facilities.
- h. Prepare all project proposal/application documentation, including project benefits impact on low and moderate income families.
- i. Monitor project activities.
- j. Coordinate the reimbursement of eligible CDBG expenditures.
- k. Maintain all necessary project files.
- l. Monitor all appropriate contract inspections, project closeout and final payment activities.
- m. Establish and maintain a computerized Project Data Base System (PDBS) for all approved CDBG Public Facilities.
- n. Conduct other appropriate public facilities activities, including but not limited to, accessibility to programs and facilities as required under the ADA.

2.17 Perform Economic Development Program activities to include the following.

- a. Conduct on-going planning activities for economic development projects.
- b. Design policies and procedures, including but not limited to:

-Impact on job creation and/or retention for low and moderate income persons;

-Types of eligible activities--technical assistance, loans, infrastructure, and related projects; and,

-Maximum dollar amount for each loan/grant and for each infrastructure project;

- c. Design all appropriate forms for use with applicants.
- d. Develop review procedures to determine CDBG eligibility.
- e. Obtain Board of Commissioners' approval of all policies and procedures.
- f. Obtain Board of Commissioners' input and approval in the development of a Project Package of potentially eligible projects.
- g. Coordinate and work closely with the Chamber of Commerce and other appropriate agencies on Economic Development activities.
- h. Coordinate and work closely with the various Downtown Development Authorities and other related development organizations.
- i. Obtain Board of Commissioners' approval of specific projects.
- j. Prepare all project proposal/application documentation for each approved project, including benefits impact on low and moderate income persons.
- k. Conduct Environmental Review process as may be required in compliance with the National Environmental Policy Act (NEPA)
- l. Obtain all Davis-Bacon Act clearances.
- m. Coordinate all contract activities.
- n. Coordinate and monitor all implementation activities, completion acceptance, project closeout and final payment activities.
- o. Coordinate the reimbursement of eligible CDBG expenditures.
- p. Maintain all project files.
- q. Conduct all other appropriate economic development activities.

2.18 Perform Public Services Program activities to include, but not be limited to the following.

- a. Conduct planning activities for public services projects, with emphasis on one-time and/or capital projects, i.e., vans, equipment, etc.
- b. Review projects for CDBG eligibility.

- c. Develop a “Project Package” of potentially eligible projects.
 - d. Obtain Board of Commissioners' approval of specific projects.
 - e. Conduct Environmental Review process for each project as required.
 - f. Obtain, where appropriate, Davis-Bacon prevailing wage rate determinations for each CDBG project.
 - g. Prepare all project proposal/application documentation, including project benefits impact on low and moderate income families.
 - h. Monitor project activities.
 - i. Coordinate the reimbursement of eligible CDBG expenditures.
 - j. Maintain all necessary project files.
 - k. Monitor all appropriate contract inspections, project closeouts and final payment activities.
 - l. Conduct all other appropriate public services activities, including but not limited to accessibility to programs and facilities as required under the ADA.
- 2.19 Perform Annual CDBG Program closeout activities to include, but not be limited to the following.
- a. Prepare the Grantee’s Annual Consolidated Plan Report and submit to the County prior to forwarding it to HUD.
 - b. In concert with the County, respond to HUD monitoring or audit reports with prior acknowledgement of the Office of Economic Development and County Manager.
 - c. Assist the Finance Department with the annual financial audit and respond to any comments from HUD.⁹
 - d. Prepare HUD grant closeout forms, as appropriate.
- 2.20 Prepare and update HUD’s required Analysis of Impediments to Fair Housing report and distribute copies as determined to be appropriate by the County.
- 2.21 Carry out all other appropriate CDBG Program activities, including but not limited to the following.
- a. Manage all other CDBG activities, i.e., land acquisition requirements, relocation requirements, etc.
 - b. Perform all other appropriate CDBG work in concert with the Board of Commissioners and the County Manager, through the Director of the Office of Economic Development.

SECTION 3 – HOME REQUIRED SERVICES

Use best efforts to increase the supply of affordable housing at the community level for low and moderate income families. The present means used by Cobb County to accomplish this is through participation in the Georgia Urban County Consortium (GUCC) HOME which is made up of Cobb County, the City of Marietta, and Cherokee County. Cobb County is presently the “lead agency” for this Consortium. Additionally, individual grant programs initiated prior to 1999 for another arrangement of GUCC that included Clayton, Fulton, and Gwinnett Counties, and the City of Roswell must be maintained. Fulton County is currently the only entity with funds available.

- 3.1 Maintain one or more eligible Community Housing Development Organizations (CHDOs).
- 3.2 Provide overall coordination of HOME Program Consortium activities, and management and administration of Cobb County HOME Program activities.
- 3.3 Develop and maintain policies and procedures for all facets of Cobb County’s HOME Programs, including the overall management of the GUCC HOME-Programs.
- 3.4 Establish and implement HOME Program monitoring systems for Cobb County and the GUCC.
- 3.5 Coordinate and conduct all necessary HOME planning and program management activities for the Cobb County and the GUCC HOME Programs.
- 3.6 Ensure that all HOME Program projects meet all eligibility requirements and are consistent with the long and short term objectives, goals, and strategies of the Cobb County/Consortium Consolidated Plan.
- 3.7 Design all appropriate forms, applications, and other documents needed to obtain project approval, to review for HOME Program compliance, and to ensure effective project implementation for the GUCC and Cobb County HOME Programs.
- 3.8 Conduct all appropriate HOME Program Environmental Assessments for GUCC and Cobb County HOME Programs.
- 3.9 Coordinate and conduct HOME Program activities to ensure proper linkages are established between HUD, the GUCC, and Cobb County.
- 3.10 Carry out all appropriate Cobb County HOME Program financial management activities.
- 3.11 Carry out all appropriate programmatic activities of the GUCC and Cobb County HOME Programs.
- 3.12 Maintain all record-keeping and reporting activities for Cobb County, so that effective Cash Management System transactions can be sustained between Cobb County, the GUCC, and HUD.
- 3.13 Provide outreach activities for the GUCC and Cobb County HOME Programs.

- 3.14 Provide technical assistance to eligible homeowners, non-profit, and profit making agencies, housing authorities, and other public and private organizations in implementing the Cobb County HOME Programs.
- 3.15 Prepare all required financial and programmatic reports for GUCC and Cobb County HOME Program.
- 3.16 Prepare all required financial and programmatic reports for submission to HUD on a timely basis.
- 3.17 Reconcile, on a monthly basis, all HOME Program financial activity recorded in the County's Advantage Financial System to all HUD reported financial activity.
- 3.18 Ensure that Davis-Bacon prevailing wage rates are adhered to, whenever appropriate/required.
- 3.19 Attend and/or conduct all relevant HOME training programs.
- 3.20 Carry out all appropriate GUCC oversight activities and Cobb County HOME-Program activities in keeping with the Federal Common Rule, OMB Circular A-87, and other appropriate Federal, State, and local requirements.
- 3.21 Establish and maintain all necessary HOME Project files.
- 3.22 Coordinate and participate in all HUD Review/Monitoring meetings.
- 3.23 Working through the Office of Economic Development, recommend to the Board of Commissioners and the County Manager, official county responses on all HUD monitoring reports and audits.
- 3.24 Coordinate the programmatic operations of the HOME Programs in conducting an annual financial audit (single audit).
- 3.25 Prepare HOME Program components of the Consolidated Plan and any amendments to Program Descriptions. Such components shall include but are not limited to HOME needs, long and short term objectives, and proposed projects and activities.
- 3.26 Conduct overall Consortium management activities including preparation of budgets, subrecipients agreements, (with other Consortium members and CHDO's), and recommendation for payment (to other subrecipients).
- 3.27 Conduct the Cobb County HOME Program management activities including preparation of budgets, subrecipient agreements and contracts, client application processing, and recommendation for payment (to subrecipients and contractors.)
- 3.28 Set up HOME projects in the HUD mainframe computer using the HUD's IDIS software.
- 3.29 Carry out all necessary HOME Program administrative and project delivery activities for Cobb County.

SECTION 4 – ESG REQUIRED SERVICES

Administer the planning, implementation, coordination, and management of all Emergency Shelter Grant (ESG) activities required to allow Cobb County to meet all HUD grant provision requirements.

Required services shall include, but not be limited to implementing the effective administration of all financial and programmatic elements of the ESG Program, gaining approval of all grant fund disbursements, and meeting all reporting and record keeping requirements of HUD and Cobb County.

- 4.1 Conduct overall ESG Program Management activities, including placing the ESG needs, long and short term objectives and proposed activities in the Consolidated Plan, preparation of budgets, contracts, and recommendation of payment to ESG sub recipients' organizations.
- 4.2 Prepare all necessary HUD documents to qualify Cobb County for ESG funds.
- 4.3 Provide technical and training assistance to participating public and private organizations.
- 4.4 Assist the service delivery organizations in preparing a viable countywide system for program implementation.
- 4.5 Work with funded organizations to identify and document all non-Federal matching resources required under the ESG Program.
- 4.6 Maintain a viable ESG Program monitoring system.
- 4.7 Conduct all necessary ESG Program Environmental Review and Records activities.
- 4.8 Establish and conduct all appropriate ESG project financial management activities.
- 4.9 Ensure that all ESG Program activities are carried out in keeping with all HUD regulations, OMB Circulars, and related Federal, State, and local requirements.
- 4.10 Meet all ESG Program reporting and record keeping requirements of HUD and Cobb County, including providing periodic financial and programmatic reports to Cobb County.
- 4.11 Reconcile, on a monthly basis, all ESG Program financial activities recorded in the County's Advantage Financial System to all HUD reported financial activities.
- 4.12 Carry out all other necessary ESG Program activities.
- 4.13 Set up ESG projects in the HUD mainframe computer using HUD software (IDIS).

SECTION 5 – CSBG AND CSBG-RECOVERY ACT REQUIRED SERVICES

Administer and manage the planning, implementation, and monitoring of the Community Services Block Grant (CSBG) Program, including the CSBG- Recovery Act funded program, for Cobb County. Funding for the CSBG Program is not the result of the CDBG entitlement to Cobb County, but is provided through the State of Georgia. The programs are, however, administered by the County. Where referenced, the CSBG Program includes the CSBG-Recovery Act program.

- 5.1 Coordinate the CSBG Program with the Board of Commissioners, County Manager, all appropriate County departments, and local human services organizations, and with the citizens of Cobb County.
- 5.2 Serve as Cobb County's authorized CSBG Representative with the following.
 - a. Georgia Department of Human Resources (DHR).
 - b. County-designated CSBG Subcontract Agencies.
 - c. Other local public and private agencies.
- 5.3 Establish, implement, and maintain CSBG financial management/grants administration policies and procedures.
- 5.4 Coordinate and work closely with the Cobb County Finance Department and Office of Economic Development to set up or amend budgets, process revenues and disbursements for the CSBG Program, and to reconcile all CSBG files, project records and accounting of funds with Cobb County's official records.
- 5.5 Coordinate the services provided by the various CSBG Subcontract Agencies.
- 5.6 Monitor Cobb County's overall CSBG Program activities in accordance with all CSBG program policies and procedures on an on-going basis.
- 5.7 Ensure eligibility and availability of funds for all approved CSBG Program expenditures and ensure that all CSBG Program expenditures are in accord with Cobb County's approved CSBG Budget(s).
- 5.8 Establish and maintain an on-going system for processing contractor/subcontractor cost advances and/or reimbursements in accordance with DHR policies and procedures and in compliance with applicable Federal Rules and Regulations and County procedures governing the CSBG Program.
- 5.9 Meet on a periodic basis with the Office of Economic Development, the Board of Commissioners and/or County Manager to provide a status report on program operations and financial activities, obtain on-going CSBG Program input, and to obtain policy direction on overall CSBG program activities.
- 5.10 Coordinate with all appropriate public and private agencies -- Federal, State, and local.

- 5.11 Administer the CSBG Minor Home Repair Program to ensure the on-going success of the program.
- 5.12 Assist the Finance Department in the process of drawing CSBG reimbursement funds from the Georgia Department of Human Resources.
- 5.13 Coordinate all DHR-Cobb County Monitoring Review meetings.
- 5.14 In concert with the County, provide official County responses to all DHR monitoring reports and audits.
- 5.15 Coordinate the re-programming/amendment(s) of CSBG funds, as may be appropriate throughout the contract year.
- 5.16 Coordinate with the Finance Department and the County's independent auditor on the conduct of an annual CSBG financial audit as a part of the County's single audit process.
- 5.17 Prepare and submit all required DHR performance and financial reports on a timely basis.
- 5.18 Reconcile, on a monthly basis, all CSBG Program financial activity recorded in the County's Advantage Financial System to all DHR reported financial activity.
- 5.19 Prepare the Project Application Plan for submission to DHR within the prescribed deadline and for any subsequent year for which the contract is renewed.
- 5.20 Prepare annual needs assessment as part of the annual comprehensive planning process.
- 5.21 Ensure that all DHR, OMB, and other Federal, State and local regulations, policies and procedures are met.
- 5.22 Disseminate and explain all policies and procedures relative to the CSBG Program to approved CSBG Subcontract Agencies.
- 5.23 Attend appropriate training classes, workshops, conferences, and seminars on the CSBG Program.
- 5.24 Establish and coordinate all appropriate orientation and training programs for Cobb County's CSBG Subcontract Agencies.
- 5.25 Monitor Cobb County's CSBG Program subcontracts to ensure proper implementation of all program and project goals and objectives, identify operational problems, and assist in the initiation and completion of all corrective action.
- 5.26 Perform all other necessary Program Administration/Management activities required to meet DHR CSBG program requirements, regulations, and guidelines to ensure the successful implementation and continuation of the Cobb County CSBG Program.

SECTION 6 – JAG AND JAG-RECOVERY ACT REQUIRED SERVICES

Design, administer, and manage the Justice Assistance Grant (JAG) Program that Cobb County receives from the U. S. Department of Justice including, but not limited to the following. All references to the JAG program include the JAG-Recovery Act program.

- 6.1 Solicit applications for JAG funding from potential subrecipients and prepare evaluation criteria as requested by the County. Submit recommendations to the County through the Office of Economic Development and the County Manager.
- 6.2 Develop subrecipient agreements as approved by the Board of Commissioners and monitor compliance with their contracts.
- 6.3 Monitor the program operations and the financial activities of all JAG funded programs.
- 6.4 Process monthly financial reimbursements.
- 6.5 Develop and submit monthly, quarterly, semi-annual and annual reports on a timely basis to the Department of Justice in accordance with all applicable rules and regulations and provide copies of these reports to the Office of Economic Development.

SECTION 7 – FEDERAL EMERGENCY MANAGEMENT AGENCY PROGRAM SERVICES (FEMA)

Assist individuals and families with basic living necessities, including utilities, transportation, etc., during emergency conditions. Implement the effective administration of all financial and programmatic elements of the FEMA- sponsored Emergency Food and Shelter programs, gaining approval of all grant fund disbursements, and meeting all reporting and record keeping requirements of FEMA and Cobb County.

- 7.1 Conduct FEMA programs, including emergency food and shelter needs, proposed activities in the Consolidated Plan, preparation of budgets, contracts, and recommendation of payment to FEMA subrecipients.
- 7.2 Prepare all necessary FEMA documents to qualify Cobb County for FEMA funds.
- 7.3 Assist the service delivery organizations in preparing a viable countywide system for program implementation.
- 7.4 Maintain a viable FEMA monitoring system.
- 7.5 Conduct all necessary FEMA review and records activities.
- 7.6 Establish and conduct all appropriate FEMA financial management activities.
- 7.7 Ensure all emergency food and shelter activities are carried out in keeping with FEMA regulations, OMB Circulars, and related Federal, State, and local requirements.

- 7.8 Meet all FEMA reporting and record keeping requirements, including providing periodic financial and programmatic reports to Cobb County.
- 7.9 Reconcile, on a monthly basis, all FEMA financial activities recorded in the County's Advantage Financial System to all FEMA reported financial activities.
- 7.10 Carry out all other necessary FEMA activities.

SECTION 8: NEIGHBORHOOD STABILIZATION PROGRAM REQUIRED SERVICES

Contractor will work closely with Cobb County and will provide such personnel as is required to carry out the following general NSP responsibilities.

- 8.1 Become and remain familiar with all HUD Neighborhood Stabilization Program [NSP] legislative and regulatory provisions. This includes attending appropriate training sessions which are sponsored by HUD and other organizations.
- 8.2 Provide [NSP] grant supportive services to the County, including:
 - a. Planning and prioritizing foreclosure housing activities throughout Cobb County.
 - b. Completions of NSP work program activities, obtain public input, and prepare Cobb's Annual Action Plan Amendment(s). Prepare and submit a HUD Application for funding, submit HUD periodic reports, work with asset management entities, provide Technical Assistance, conduct oversight of the NSP Program and carry out on-going monitoring activities.
 - c. Preparation of NSP operating and capital budget recommendations according to established deadlines;
 - d. Obtain Cobb County's approval of all NSP action plan amendments and related NSP policies.
 - e. Establishment and maintenance of all NSP project files, accounting systems, and HUD's information and reporting system.
- 8.3 Develop, document, and implement procurement procedures which meet all County and NSP program requirements, including the "Common Rule" 24 CFR Part 85, and the Office of Management and Budget Circular A-87. These procedures shall meet the more restrictive, applicable procurement requirements and include, but are not limited to:
 - a. Processes for both competitive and non-competitive procurement, as appropriate;
 - b. A code of conduct;
 - c. The assurance of fair and open competition;
 - d. Evaluation and screening of proposals and qualifications; and

- e. Cost/price and screening analysis and selection of proposals.
- 8.4 Develop, document, and implement NSP contracting procedures which meet all Federal, State, and County program requirements, which include, but are not limited to:
- a. An NSP contract review and approval process;
 - b. Preparation of contracts for obtaining the services of NSP Asset Management firms, Appraiser, Housing Inspector, Legal Assistance, and other necessary contractual agreements;
 - c. A process to prepare contract modifications, as necessary; and
 - d. A Contract Administration System, which includes retaining procurement records according to HUD'S and Cobb's requirements.
- 8.5 The County's financial system shall be used for all NSP grant projects, and to record financial activities for these projects to ensure that funds are handled in compliance with all HUD NSP and County financial management requirements.
- a. The County's financial system is reconcilable to the balances maintained by the HUD Financial Information and Reporting System.
 - b. Invoices for services shall be submitted for equal amounts either monthly or twice per month over the terms of the contract.
 - c. All other non-salary eligible NSP program expenses incurred by Contractor shall be submitted for payment on a timely basis and shall be supported by the appropriate documentation and authorized signatures.
- 8.6 Prepare brochures and other informational materials, as approved by the County, which may be required to properly inform the public and potentially interested residences about Cobb County's NSP programs.
- 8.7 Develop and implement a Monitoring Manual which will set forth specific procedures to be followed in monitoring the NSP program, within Cobb County. This Manual will be sufficient to ensure that Contractor can determine compliance with all NSP requirements, and shall include procedures to monitor all NSP compliance activities.
- 8.8 Notify the County's Finance Department of all asset purchases made with NSP grant funds and identify them with County property identification tags.
- 8.9 Report to the County, in writing, on all NSP activities on a monthly basis. Such reporting will include, but not limited to, performance and financial reporting.
- 8.10 Make records and personnel available for audit by Federal, State, or County representatives, or their designees.
- 8.11 Provide a monthly reconciliation of NSP revenues and expenses.

- 8.12 Retain all records pertinent to the contract, including financial, statistical, property, participant records, invoices, receipts, and support documentation for a period of no less than five (5) years.
- 8.13 Provide an adequate number of experienced, qualified, and capable personnel as required to carry out all NSP program responsibilities. Ensure that all replacement personnel will be equally experienced, qualified, and capable to ensure the on-going successful administration of the NSF program.
- 8.14 Utilize all HUD and other electronic data reporting processes applicable to the NSP Program.
- 8.15 Implementation of Consolidated Plan/Action Plan Amendments for the NSP Program.
 - a. Conduct periodic reviews of the approved Action Plan NSP Amendments, and make necessary revisions.
 - b. Establish and maintain a system for ensuring the progress of Cobb's Action Plan NSP objectives.
 - c. Coordinate and monitor NSP activities with other public and private agencies.
 - d. Identify priority foreclosure areas for NSP implementation.
 - e. Prepare all necessary guides to successfully plan and implement Cobb County's NSP Program.
 - f. Encourage and assure that fair housing programs are conducted in conjunction with the NSP Program.
- 8.16 Carry out other NSP activities for Cobb County, as are required, to meet all HUD, State, and local grant requirements, and implement an efficient and quality NSP Grant Program.
- 8.17 Develop a Policies and Procedures Manual for the NSP program approved by the County.

OTHER NEIGHBORHOOD STABILIZATION PROGRAM SERVICES:

Design, plan, manage, and control all NSP program activities in compliance with all HUD and Georgia Department of Community Affairs (DCA) NSP requirements.

- 8A.1 Prepare the County's Annual Action Plan Amendment(s).
- 8A.2 Design and manage all appropriate HUD and DCA NSP citizens' participation plan activities.
- 8 A.3 Coordinate NSP grant agreements and letters of credit requirements for all NSP funds with the County's Finance Department and Office of Economic Development.
- 8A.4 Prepare all required HUD and DCA submittals connected with NSP activities.

- 8A.5 Maintain review procedures to ensure individual NSP project eligibility.
- 8A.6 Establish and maintain on-going communications with asset managers in reference to: NSP meetings, technical assistance, project implementation, and program and financial monitoring.
- 8A.7 Prepare NSP project benefits for low and moderate income - - 120% AMI and 50% of AMI.
- 8A.8 Provide overall NSP program management and supervision activities including, but not limited to, the following.
- a. Coordinate the NSP Program with the Chairman of the Cobb County Board of Commissioners, the overall Board of Commissions, the County Manager, the Finance Department, and the Office of Economic Development.
 - b. Serve as Cobb County's NSP Program Representative with:
 - 1. Department of Housing and Urban Development (HUD).
 - 2. Other public agencies—Federal, State, and local.
 - 3. Private agencies and organizations.
 - c. Recommend NSP Program budgets to the County, and once adopted, ensure program adherence to the approved budgets.
 - d. Provide on-going coordination with the Finance Department to carry out an on-going transfer system for HUD, DCA, and U.S. Treasury NSP payment procedures, which will allow all administration activities and foreclosed housing activities to be paid on a timely basis.
 - e. Meet on a periodic basis with the County to provide a status report on NSP program operations, obtain on-going NSP Program input, and obtain policy direction on overall NSP Program activities.
 - f. Assist the County in meeting the HUD three-day-limit rule for use of NSP federal funds.
 - g. Coordinate and participate in all HUD and DCA NSP Review/Monitoring meetings.
 - h. Prepare County responses on all HUD and DCA monitoring reports or audits.
 - i. Coordinate the programmatic and financial operations of the NSP Program in the conduct of an annual financial audit (single audit).
 - j. Ensure that all HUD, OMB, NSP, DCA, State, and local regulations, policies and procedures are met.

8A.9 NSP Planning activities include, but are not limited to the following.

- a. Design and carry out all NSP Program planning activities required to allow Cobb County to meet all HUD and DCA NSP application submission requirements.
- b. Design and conduct a comprehensive Housing Foreclosure needs assessment, which includes needs data from HUD, local sources, and any other reputable data sources.
- c. Prepare Cobb County's Amendment(s) to its Annual Action Plan to meet all NSP regulations, guidelines, and other NSP requirements.
- d. Design and carry out all HUD and DCA required NSP Citizens' Participation Plan activities.
- e. Prepare and disseminate Cobb County's NSP Annual Action Plan amendments.
- f. Complete all HUD and DCA NSP forms and meet all submission requirements, including all new NSP certification requirements.
- g. Follow-up with HUD and DCA to provide any necessary additional information.

8A.10 Environmental Assessments.

- a. Maintain an overall Environmental Review Records (ERR) System for the NSP Program.
- b. Review each specific NSP project to determine the level of environmental review to be completed, including:
 1. An Environmental Assessment;
 2. Finding of Level of Impact;
 3. Publishing required public notices;
 4. Certifying environmental review completion;
 5. Preparing adequate ERR documentation; and
 6. Submitting all ERR information, as appropriate, to HUD, EPA, and other appropriate Federal, Georgia Department of Natural Resources (DNR), DCA, and local agencies.
- c. Assess and document evidence of compliance with provisions for historic preservation, floodplain/wetlands and related Federal environmental regulations.
- d. Serve as the Environmental Review Officer and make necessary findings on level of impact.

- e. Comply with all HUD and related Federal environmental regulations relating to four categories of compliance.
 - 1. Exempt activities.
 - 2. Categorically excluded activities.
 - 3. Environmental Assessments.
 - 4. Environmental Impact Statements.
 - f. Carry out all necessary NSP Program review procedures to prepare and comply with HUD Environmental Assessments.
 - g. Prepare and submit all appropriate HUD NSP requests for ERR release of funds.
 - h. Prepare and maintain all necessary information on HUD flood plain insurance requirements.
 - i. Prepare and submit all appropriate E.O. 12372 documentation to Area Clearinghouse, State Clearinghouse, and HUD for final release of funds.
- 8A.11 Maintain an overall system to ensure that all HUD and DCA NSP regulations and guidelines are met by all contractors and subcontractors.
- a. Prepare appropriate checklists and forms required to maintain an on-going system of NSP Program compliance.
 - b. Conduct necessary research activities to ensure that all HUD and DCA NSP regulations relating to grants administration, affirmative action, Davis-Bacon wage rates, financial management, and related NSP activities are identified and incorporated into overall NSP Policies and Procedures.
 - c. Complete all NSP project review activities to ascertain full compliance with HUD and DCA NSP regulations.
 - d. Prepare appropriate documentation on NSP compliance activities.
- 8A. 12 Comply with all aspects of Title III of Division B of the Housing & Economic Recovery Act of 2008 (Federal Register 73FR58330, dated October 6, 2008).

SECTION 9- HPRP REQUIRED SERVICES

Design, administer, coordinate, and manage the Homelessness Prevention and Rapid Re-Housing (HPRP) program and grant funds that Cobb County receives from HUD including but not limited to the following:

- 9.1 Develop a strategic plan to address changing needs in Cobb County.

- 9.2 Provide technical assistance, monitoring, and training to all sub-recipients
- 9.3 Responsible for data collection
- 9.4 Responsible for program and financial reporting to appropriate federal, state, and/or local authorities.
- 9.5 Hold public hearings and solicit public input and comments as required
- 9.6 Monitor program services, operations and regulatory compliance of sub-recipients and validate all data provided by sub-recipients
- 9.7 Provide monthly reports to Cobb County on clients served, expenditures, and program services
- 9.8 Amend Cobb County's Action Plan to HUD as needed
- 9.9 Develop Policies and Procedures manual approved by Cobb County Board of Commissioners, including any revisions, amendments or other changes and coordinate such changes through the Office of Economic Development;
- 9.10 Responsible for developing and implementing procedures for selecting sub-recipients of grant funds and have such procedures approved by the County.
- 9.11 Coordinate HPRP program and services with other local organizations who are part of the Cobb Continuum of Care.
- 9.12 Establish and maintain on-going system for processing contractor/sub-contractor reimbursements in accordance with DOE and Cobb County policies and procedures and in compliance with all applicable rules and regulations.
- 9.13 In concert with the County provide official County responses to all DOE monitoring reports and audits.

SECTION 10-ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

Design, administer, and monitor the Energy Efficiency and Conservation Block Grant (EECBG) program to include but not limited to the following:

- 10.1 Prepare and submit EECBG grant applications, amendments, revisions, and budgets.
- 10.2 Prepare and submit all required program and financial reports to appropriate agencies.
- 10.3 Prepare monthly reports and updates to the County through its Office of Economic Development and meet with the Board of Commissioners periodically to provide updates and seek direction
- 10.4 Prepare agenda items for the Cobb County Board of Commissioners as directed

10.5 Monitor program and sub-recipient compliance with all federal, including DOE, and state regulations and program requirements including Davis-Bacon Wage Act, Buy American provisions, Historic Review, NEPA and other environmental review and compliance requirements.

10.6 Develop and insure compliance with waste stream management plan approved by the County

10.7 Develop and monitor goals and objectives, accomplishments, timeline of activities, significant results, key issues, and budget.

10.8 Establish and maintain on-going system for processing contractor/sub-contractor reimbursements in accordance with DOE and Cobb County policies and procedures and in compliance with all applicable rules and regulations.

10.9 In concert with the County, provide official County responses to all DOE monitoring reports and audits.

10.10 Prepare current needs assessment and recommendations

SECTION 11 – TURNOVER PROCEDURE

Upon termination of the AGREEMENT, the CONTRACTOR shall make available all program operational and financial records, and return all COUNTY owned/leased facilities and equipment to the COUNTY ready for use, with no deferred maintenance or damage. The Turnover Procedure outlined below will be followed during the turnover period.

In the event that the CONTRACTOR returns facilities and/or equipment to the COUNTY with deferred maintenance or damage, the COUNTY shall determine the cost to correct such deficiency(s) and COUNTY shall have the right of set off and shall withhold said amount from CONTRACTOR'S final payment(s). COUNTY may, at its discretion, use withheld funds to correct and resolve deferred maintenance and/or damage as necessary to bring facilities and/or equipment into compliance with acceptable standards for turnover.

Turnover Procedure

The turnover procedure is designed to determine the exact progress of all planned and on-going grant programs, and the condition of grant facilities and equipment at the time of turnover between CONTRACTORS. This procedure shall be implemented toward the end of the current CONTRACT term and prior to the commencement of the new CONTRACT. At the COUNTY'S option, a turnover inspection may be implemented with or without a change in CONTRACTORS.

Pre-Audit Meeting

The current CONTRACTOR, the SUCCESSOR, and the COUNTY (or its designee) shall meet thirty to sixty (30-60) days prior to turnover. All parties shall be represented by authorized personnel at this Pre-Audit Meeting. The purpose of the Pre-Audit Meeting shall be to set guidelines for procedure during the Initial Audit. Procedures shall be agreed upon and confirmed in writing by all parties within five (5) working days of the Pre-Audit Meeting.

Initial Audit

The CONTRACTOR, SUCCESSOR, and the COUNTY (or its designee) shall meet sixty (60) to ninety (90) days prior to turnover at the CONTRACTOR'S facility. All parties shall be represented by authorized personnel at this Initial Audit. CONTRACTOR shall make available their current facility and such personnel as necessary. CONTRACTOR shall make available to the COUNTY (or its designee) all records as appropriate. The CONTRACTOR, SUCCESSOR, and COUNTY (or its designee) shall cooperate fully during the Initial Audit as set forth in the guidelines determined at the Pre-Audit Meeting.

At this time the COUNTY (or its designee) shall examine records of proposed and on-going programs, and all facilities and equipment to determine the current conditions. CONTRACTOR shall make facilities and equipment available to accommodate the Initial Audit. All parties shall be provided the draft results of this inspection at the conclusion of the Initial Audit.

After the Initial Audit, CONTRACTOR and COUNTY (or its designee) shall meet to determine a plan and timeline for resolution of prospective and on-going programs, and missing or defective facilities/equipment found during the Initial Audit.

CONTRACTOR shall furnish COUNTY with timeline and specific plan for resolution of prospective and on-going programs, and missing or defective facilities/equipment prior to turnover. The "Resolution Plan" shall be submitted no less than thirty days prior to expected turnover date.

Turnover Audit

Within one week prior to turnover, COUNTY (or its designee), CONTRACTOR, and SUCCESSOR, shall meet to physically re-examine all records, facilities, and equipment. Records shall be kept, and made available to the COUNTY (or its designee), documenting program activities and facilities/equipment, which have been reconditioned since the initial inspection. The current program positions and condition of all facilities and equipment shall be determined. CONTRACTOR shall make available adequate facilities and equipment dedicated to accommodate the Initial Audit. All parties shall be provided the draft results of this inspection at the conclusion of the Turnover Audit.

EXHIBIT B

Clauses Incorporated by Reference

This Agreement incorporates the following clauses with the same force and effect as if given in the main text of the Agreement. It is understood and agreed that the Contractor may be obligated by and to Cobb County (hereinafter referred to as the County) for any specifications or documentation required of the County under these clauses.

1. ENERGY CONSERVATION REQUIREMENTS

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. CLEAN WATER REQUIREMENTS

Clean Water

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

3. LOBBYING

Each contracting tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

4. ACCESS TO RECORDS AND REPORTS

Access to Records - The following access to records requirements apply to this Agreement:

1. The Contractor agrees to permit County staff to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the County has disposed of all such litigation, appeals, claims or exceptions related thereto.

5. FEDERAL CHANGES

Federal Changes - The Contractor shall at all times comply with all applicable HUD or other federal funding agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in any Agreement between the County and HUD, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to comply shall constitute a material breach of this Agreement.

6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government

1. The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that Agreement pertaining to any matter resulting from the underlying Agreement).
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part by HUD. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the HUD assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Instructions for Certification

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the County may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the County if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the County for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agreed by submitting their proposal or offer to the County that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County.
6. The prospective lower tier participant further agreed by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

9. PRIVACY ACT

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by HUD.

10. CIVIL RIGHTS REQUIREMENTS

Civil Rights - The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, and 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all

applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

- 3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by HUD, modified only if necessary to identify the affected parties.

11. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)

Access Requirements for Persons with Disabilities

The Contractor agrees to comply with the requirements which express the Federal policy that the elderly and persons with disabilities have the same right as other persons to use facilities, and that special efforts shall be made in planning and designing those facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

1. U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
2. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
3. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
4. Any implementing requirements HUD may issue.