

# REQUEST FOR QUALIFICATIONS

<b>RFQ Number:</b> <u>15-04</u>	<b>RFQ Title:</b> <u>PROBATION SERVICES</u>
<b>RFQ Due Date and Time:</b> <b>Local Time: October 9, 2015 @ 2:00pm</b>	<b>Number of Pages:</b>

<b><u>ISSUING DEPARTMENT INFORMATION</u></b>	
<b><u>City of Dunwoody</u></b> <b><u>41 Perimeter Center East, Suite 250</u></b> <b><u>Dunwoody, Ga. 30346</u></b>	<b>Phone: 678-382-6700</b> <b>Fax: 678-533-0712</b>  <b>Website: <a href="http://www.dunwoodyga.gov">www.dunwoodyga.gov</a></b>

<b><u>INSTRUCTIONS TO OFFERORS</u></b>	
<b>Return Statement of Qualifications to:</b>  <b>City of Dunwoody</b> <b>John Gates, Purchasing Manager</b> <b>41 Perimeter Center East, Suite 250</b> <b>Dunwoody, Georgia 30346</b>	<b>Mark Face of Envelope/Package:</b>  <b>RFQ Number 15-04</b> <b>RFQ Due Date: 10/9/15 @ 2:00PM</b>  <b>Special Instructions:</b>

<b><u>IMPORTANT: SEE STANDARD TERMS AND CONDITIONS</u></b>
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<b><u>OFFERORS MUST COMPLETE THE FOLLOWING</u></b>	
<b>Offeror Name/Address:</b>	<b>Authorized Offeror Signatory:</b>  <div style="text-align: center;">(Please print name and sign in ink)</div>
<b>Offeror Phone Number:</b>	<b>Offeror FAX Number:</b>
<b>Offeror Federal I.D. Number:</b>	<b>Offeror E-mail Address:</b>

## OFFEROR'S RFQ CHECKLIST

### The 10 Most Critical Things to Keep in Mind

#### When Responding to an RFQ for the City of Dunwoody

1. \_\_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFQ and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Attend the pre-Statement of Qualifications conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFQ.
4. \_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFQ. All addenda issued for an RFQ are posted on the City’s website and will include all questions asked and answered concerning the RFQ.
5. \_\_\_\_\_ **Follow the format required in the RFQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the City or evaluation committee will know what your company’s capabilities are or what items/services you can provide, even if you have previously contracted with the City. The Statement of Qualifications is evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. \_\_\_\_\_ **Check for RFQ addenda.** Before submitting your response, check the DOAS website at: <http://doas.georgia.gov> and the City website at: [www.dunwoodyga.gov](http://www.dunwoodyga.gov) to see whether any addenda were issued for the RFQ. If so, you must submit a signed cover sheet for each addendum issued along with your RFQ response.
9. \_\_\_\_\_ **Review and read the RFQ document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed within the document, and be sure to submit all required items on time. Late Statement of Qualifications responses are never accepted.

**This checklist is provided for assistance only and should not be submitted with Offeror’s Response.**

**CITY OF DUNWOODY**

**STATEMENT OF QUALIFICATIONS LETTER**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this Statement of Qualifications constitutes an offer, which when accepted in writing by the Purchasing Office, City of Dunwoody, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Dunwoody.

It is understood and agreed that we have read the City’s specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that all items included in this Statement of Qualifications meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Dunwoody reserves the right to reject any or all submittals, waive technicalities and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this Statement of Qualifications shall be valid and held open for a period of ninety (90) days from Statement of Qualifications opening date.

**STATEMENT OF QUALIFICATIONS SIGNATURE AND CERTIFICATION**  
(Offeror to sign and return with Statement of Qualifications)

I certify that this Statement of Qualifications is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the Statement of Qualifications and certify that I am authorized to sign this Statement of Qualifications for the Offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

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## **1.0 INTRODUCTION**

### **1.1 Purpose of Procurement**

The City of Dunwoody, Georgia (City) is seeking written statements of qualifications from qualified firms, hereinafter referred to as the Contractor, to provide Probation Services for the City's Municipal Court Department in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ).

### **1.2 Eligibility/Qualifications**

To be eligible for award of a contract in response to this solicitation the Contractor should demonstrate that they, or the principals assigned to the contract, have successfully completed services, as specified in the Technical Specifications/Scope of Services section of this solicitation, and are normally and routinely engaged in performing such services. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Dunwoody.

Contractor should provide the City with credentials supporting their past experience, expertise, including organization, amount of fleet, and labor/manpower, to insure satisfactory execution of the services contained in the RFQ. Contractor should provide a list of references with particular emphasis on other governmental agencies, and include clients and past clients within the Atlanta/DeKalb County area, and the number of years in business providing these services.

### **1.3 Statement of Qualifications Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the City of Dunwoody certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFQ. All Statement of Qualifications submitted pursuant to this request will be made in accordance with the provisions of this RFQ.

### **1.4 Restrictions on Communications with Staff**

All questions about this RFQ must be submitted in the following format:

Company Name

1. Question

Citation of relevant section of the RFQ

2. Question

Citation of relevant section of the RFQ

Questions must be directed in writing to the Issuing Officer:

John Gates  
Purchasing Manager  
City of Dunwoody

41 Perimeter Center East, Suite 250  
Dunwoody, GA 30346  
(E-mail: john.gates@dunwoodyga.gov)  
Ph.678-382-6750  
Fax 678-533-0712

Questions must include the company name and the referenced RFQ section.

From the issue date of this RFQ until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The City reserves the right to reject the Statement of Qualifications of any Offeror violating this provision. All questions concerning this RFQ must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the City.

## **1.5 Definition of Terms**

**OCGA** - Official Code of Georgia Annotated (State Statute)

**Offeror** – Respondent to this Request for Statement of Qualifications

**RFQ** - Request for Statement of Qualifications

## **1.6 Description of Requirements**

The City of Dunwoody has established certain requirements with respect to Statement of Qualifications/ to be submitted by offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will cause rejection of offeror's Statement of Qualifications. Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, may cause a reduction in score awarded.

### **1.6.1 Resulting Contract**

This RFQ and any addenda, the offeror's RFQ response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The City's contract contains the contract terms and conditions which will form the basis of any contract between the City and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

## **1.6.2 Mandatory Requirements**

To be eligible for consideration, an offeror *must* meet the intent of all mandatory requirements. The City will determine whether an offeror's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

## **1.6.3 Understanding of Specifications and Requirements**

By submitting a response to this RFQ, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

## **1.6.4 Offeror's Signature**

The Statement of Qualifications must be signed in ink by an individual authorized to legally bind the business submitting the Statement of Qualifications. The offeror's signature on a Statement of Qualifications in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude the City of Dunwoody from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

## **1.7 Submitting a Statement of Qualifications**

### **1.7.1 Organization of Statement of Qualifications**

Offerors must organize their Statement of Qualifications into sections that follow the format of this RFQ, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following

Statement: **"(Offeror's Name)" understands and will comply.**

### **1.7.2 Failure to Comply with Instruction**

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Statement of Qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

### **1.7.3 Copies Required and Deadline for Receipt of Statement of Qualifications**

Offerors must submit three (3) original Statements of Qualification and one (1) copy on CD to the City of Dunwoody. Statement of Qualifications must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFQ #15-04. **Statement of Qualifications must be received at the receptionist's desk of the City of Dunwoody City Hall, 41 Perimeter Center East, Suite 250, Dunwoody, GA 30346 prior to 2:00 pm est, October 9, 2015.**

#### **1.7.5 Late Statement of Qualifications**

*Regardless of cause, late Statement of Qualifications will not be accepted and will automatically be disqualified from further consideration.* It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late Statement of Qualifications will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

### **1.8 Required Review**

#### **1.8.1 Review RFQ**

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify the City's identified procurement officer in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFQ.

#### **1.8.2 Form of Questions.**

Offerors with questions or requiring clarification or interpretation of any section within this RFQ must address these questions in writing or via e-mail to the City's identified procurement officer on or before September 28, 2015. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

#### **1.8.3 City's Answers.**

The City will provide an official written answer to all questions received by October 1, 2015. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City. Any formal written addendum will be posted on the State of Georgia/DOAS website alongside the posting of the RFQ at [http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) and also the City's website at: [www.dunwoodyga.gov](http://www.dunwoodyga.gov) by the close of business on the date listed. Offerors must sign and return any addendum with their RFQ response.

#### **1.8.4 Standard Terms and Conditions/Standard Contract.**

By submitting a response to this RFQ, offeror agrees to acceptance of the standard terms and conditions and standard contract as set out in Appendices C of this RFQ. Much of the language included in the standard terms and conditions and standard contract reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the City's identified procurement officer by the date for receipt of written/e-mailed questions or with the offeror's RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the offeror's ability to respond to the RFQ or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFQ and will apply to all offerors submitting a response to this RFQ.

#### **1.8.5 Project Oversight and Staffing**

The successful offeror will report to Norlaundra Huntington: [norlaundra.huntington@dunwoodyga.gov](mailto:norlaundra.huntington@dunwoodyga.gov) . Project status is mandatory. The Municipal Court Department will require routine reports, interactions and assistance as necessary.

## **2.0 RFQ STANDARD INFORMATION**

This section identifies all mandatory requirements which must be present in the Statement of Qualifications before further consideration will be given. Offeror must prepare and submit a response which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

### **2.1 Authority**

This RFQ is issued under the authority of the Purchasing Division of the City of Dunwoody. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

### **2.2 Offeror Competition**

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, Statement of Qualifications, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

### **2.3 Receipt of Statement of Qualifications and Public Inspection**

#### **2.3.1 Public Information**

All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of Statement of Qualifications has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Dunwoody (3) any company financial information requested by the City of Dunwoody to determine Contractor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

#### **2.3.2 Procurement Officer Review of Statement of Qualifications.**

Upon opening the Statement of Qualifications received in response to this RFQ, the procurement officer in charge of the solicitation will review the Statement of Qualifications and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Statement of Qualifications.
- The Statement of Qualifications does not contain confidential material in the cost or price section.

- An affidavit from an offeror’s legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Statement of Qualifications containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

## **2.4 Classification and Evaluation of Statement of Qualifications**

### **2.4.1 Initial Classification of Statement of Qualifications as Responsive or Non-responsive**

All Statement of Qualifications will initially be classified as either “responsive” or “non-responsive”. Statement of Qualifications may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the Statement of Qualifications is not within the plans and specifications described and required in the RFQ. If a Statement of Qualifications is found to be non-responsive, it will not be considered further.

### **2.4.2 Determination of Responsibility**

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

### **2.4.3 Evaluation of Statement of Qualifications**

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

### **2.4.4 Completeness of Statement of Qualifications**

Selection and award will be based on the offeror’s Statement of Qualifications and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically

requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

#### **2.4.7 Evaluation Committee Recommendation**

The evaluation committee will provide a written recommendation to reflect those contractors who met the evaluation criteria and are considered as pre-qualified to move forward into Phase II of the project. The procurement officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring in the evaluation committee’s recommendation.

#### **2.5 City’s Rights Reserved**

Issuance of the RFQ in no way constitutes a commitment by the City of Dunwoody to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFQ;
- reject any or all Statement of Qualifications received in response to this RFQ;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any Statement of Qualifications;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

### **3.0 MANDATORY REQUIREMENTS**

#### **3.1 Scope of Services**

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services:

##### **A. Responsibility of Probation Services Contractor**

1. **Compliance with Statutes and Rules.** Contractor shall comply with Article 6 of Title 45 Chapter 8 of the Official Code of Georgia and all standards, rules, and regulations promulgated by the County and Municipal Probation Advisory Council.
2. **Records and Confidentiality.** Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files, and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, The County and Municipal Probation Advisory Council and upon transfer of probation supervision to the State, to the Georgia Department of Corrections. All records, files, and papers shall be the property of the City of Dunwoody.
3. **Financial Records.** Contractor shall maintain financial records according to generally accepted accounting practices.
4. **Officer Qualifications and Training.** Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. All probation officers shall be at least twenty-one (21) years of age and have the educational qualifications as required by Section 42-8-102 of the Official Code of Georgia Annotated. All probation officers shall also comply with the orientation and continuing education training required per annum under the same Code Section. No person who has been convicted of a felony will be employed by Contractor as a probation officer.
5. **Criminal History Check.** Contractor shall have a criminal history records check made of all probation officers and certify the results to the County and Municipal Probation Advisory Council.
6. **Officer per Probationer Ratio.** Contractor shall manage caseload limits so as not to exceed 300 probationers per probation officer for basic supervision.
7. **Location of Place of Business.** Contractor shall maintain an office in Dunwoody or North DeKalb County for meeting with and the provision of services to probationers.

## B. Reports to Court

Contractor shall provide reports as may be requested by the Court during the period of this Agreement, which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected.

## C. Tender of Collections

Contractor shall tender to the Clerk of the Court a check or an ACH deposit and a report on a monthly basis. The report will detail the fines and court costs collected from each probationer during the month and the check amount will equal the total of fines and court costs listed at the bottom of the report. Said report and check or ACH deposit will be sent within 2 business days after each calendar month end. Restitution collected from probationers will be remitted directly to the victim on a monthly basis.

## D. Access to Contractor Records

Upon five (5) business days written notice, Contractor shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to a conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year. The Court may have immediate access to the electronic probationer files at any time by accessing the Contractor's proprietary software, *Probation Tracker*.

## E. Scope of Services to Probationers by Contractor

Contractor shall provide the following services to probationers referred to the Contractor by the Court:

1. Court Attendance and Probationer Case History. During all court sessions, contractor shall have at least two probation officers attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officers shall provide a list of all service fees to the probationer.
2. Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule. Offenders determined by the court to be indigent shall be supervised at no cost to the probationer or the Court or governing body.

3. Restitution, Fine, and Fee Collection. Contractor shall collect restitution, fines, court costs, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized receipt for each payment made by the probationer.
4. Community Service. Contractor will monitor compliance with community service by each probationer as ordered by the Court. Contractor will record hours of service participation.
5. Employee Assistance. Contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.
6. Drug/Alcohol Screening. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug and alcohol screens and testing.
7. Rehabilitation Programs. Contractor shall provide the probationer rehabilitation or educational programs as mandated by the Court and allowed by law. Contractor will charge the probationer a fee for such programs as outlined in Exhibit A. contractor may refer probationer to a third-party provider if an insufficient number of probationers are assigned to a particular program such that a minimum class size cannot be met.
8. Electronic Monitoring. Contractor, when so ordered, shall provide and operate a system of electronic home detention monitoring. Fees for such a program are specified in Exhibit A, and shall be borne by the probationer.
9. Reports of Violations of Probation. Contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. Minor violations of probation, although not cause for revocation, shall be included in the regular reports made to the Court under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

### **3.2 Obligations of the Court or Governing Authority**

In consideration for the Contractor's services, the Court shall provide for the following:

#### **A. Payment for Contractors Services**

For regular probation supervision which includes a minimum of one (1) contact per month, probationer shall pay a fee of XX per month. For intensive probation supervision, which includes more than one visit per month, probationer shall pay a fee of XX per month. For pre-trial diversion monitoring, which includes a minimum of one (1) contact per month, participant shall pay a fee of XX per month. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Contractor for purposes of probation supervision services. (*Fees will be negotiated with successful vendor*)

**B. Probation Fee**

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

**C. Access to Criminal Histories**

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct probationer investigations as may be requested by the Court.

**D. Notice of Court Sessions**

The Court shall provide Contractor seven (7) days advance notice of all court sessions that Contractor is required to attend.

**E. Court Facilities**

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing, and for meeting with the probationers during the course of their probation period for the purposes of revocation, modification and or compliance hearing conferences.

**3.3 Overview**

**Scope of Probation Services**

- General case management
- Pre-Trial Diversion case monitoring

- Court Services case intake
- Orientation of probation services and supervision requirements
- Develop and implement supervision plan promoting compliance with court orders
- Management of compliance hearings
- Management of probation violations such as modification, revocation and issuance of probation warrants
- Management of community service work
- Provides referrals to State and community based resources, counseling and treatment facilities promoting education, rehabilitation and restorative justice in an effort to reduce recidivism
- Proper fiscal management of collections, restitution and disbursements
- Ability to provide monthly, quarterly and/or annual caseload/summary reports as well as an end of month report to the Clerk of Court

#### Minimum Requirements

- Provides an optimal level of quality service
- Promotes courteous customer service to probationers, judicial staff and community
- Ability to interface probationer data and financial transactions to the court's case management system
- Provides at least two probation officers or case intake officers at each court session
- Provide a probation office locally positioned or within a short radius to and from the court facility
- Provide adequate officer to client ratio
- Employ motivated and competent probation staff
- Probation supervision fees may be waived for the first two weeks if pay only cases are paid in full

## **4.0 STATEMENT OF QUALIFICATIONS SUBMISSION AND EVALUATION**

### **4.1 Process for Submitting Statement of Qualifications**

#### **4.1.1 Preparation of Statement of Qualifications**

Each Statement of Qualifications should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Statement of Qualifications, the Offeror should reference these materials in the technical Statement of Qualifications, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

#### **4.1.2 Packaging of Statement of Qualifications**

The Offeror's Statement of Qualifications in response to this RFQ must be appropriately labeled and sealed

Mark the outside of package as follows:

Name of Company  
Phone Number and Point of Contact for Company  
RFQ # 15-04  
**Due date: October 9, 2015 @ 2:00 P.M. Eastern Time**

#### **4.1.3 Number of Statement of Qualifications Copies**

1. Technical Statement of Qualifications
  - Three (3) originals (marked "Original")
  - One (1) copy on (CD)

#### **4.1.4 Submission of Statement of Qualifications**

Statement of Qualifications must be submitted to:

CITY OF DUNWOODY  
Attn: John Gates, Purchasing Manager  
41 Perimeter Center East, Suite 250  
Dunwoody, GA 30346

**Any Statement of Qualifications received after the due date and time will not be evaluated.**

#### **4.2 Evaluation Process**

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified.

##### **4.2.1 Administrative Review**

The Statement of Qualifications will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Sealed Technical Submission of Statement of Qualifications
3. All required documents have been submitted
4. All documents requiring an original signature have been signed and are included

#### **4.2.2 Mandatory Requirements Review**

Statement of Qualifications which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

#### **4.2.3 Technical Statement of Qualifications Evaluation**

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFQ. The RFQ carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical submittals must receive at least 75 points (75%) to be further evaluated.

The following items are evaluation criteria for all qualifying submittals and will be rated on a point basis by the Evaluation Committee. Offerors must provide all information as required in Section II and Section III.

- Technical Experience (30%)
- Qualifications (40%)
- Cost (20%)
- References (10%)

#### **4.2.4 Site Visits and Oral Presentations**

The City reserves the right to conduct site visits or to invite Offerors to present their technical solution to the Technical Evaluation Team.

#### **4.2.5 Cost Evaluation**

Although cost is a significant factor, it will not be the dominant factor. Any proposal which does not include all the statements and affirmations called for in the RFQ will be automatically rejected as not being responsive. The award will be made to the firm

making the most favorable submittal to the City of Dunwoody taking into account all the above criteria. Cost information must be provided in the form of Appendix C of this RFQ.

### **4.3 Rejection of Statement of Qualifications/Cancellation of RFQ**

The City reserves the right to reject any or all Statement of Qualifications, to waive any irregularity or informality in a Statement of Qualifications, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject Statement of Qualifications **that do not contain all elements and information requested in this document**. The City reserves the right to cancel this RFQ at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

### **4.4 City's Right to Investigate and Reject**

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

#### **4.4.1 Offeror Informational Requirements**

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

##### **4.4.1.1 References**

Offeror shall provide a minimum of **three (3)** references that are using services of the type proposed in this RFQ. The references shall include any governmental entity or universities where the offeror, preferably within the last **2 (two)** years, has successfully completed a project similar to the requirements outlined in Section #3. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for Statement of Qualifications disqualification.

##### **4.4.1.2 Resumes/Company Profile and Experience**

Offeror shall specify how long the individual/company submitting the Statement of Qualifications has been in the business of providing services similar to those requested in this RFQ and under what company name. A resume or summary of Statement of Qualifications, work experience, education, skills, etc., which emphasizes previous

experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

#### **4.4.1.4 Offeror Financial Stability**

Offerors shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFQ, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

## **5.0 TERMS AND CONDITIONS**

### **5.1 RFQ Amendments**

The City reserves the right to amend this RFQ prior to the Statement of Qualifications due date. All amendments and additional information will be posted to the DOAS/Georgia Procurement Registry, located at: [http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) and also the City's website at: [www.dunwoodyga.gov](http://www.dunwoodyga.gov) Offerors are encouraged to check this website frequently.

### **5.2 Statement of Qualifications Withdrawal**

A submitted Statement of Qualifications may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a Statement of Qualifications must be signed by an authorized individual.

### **5.3 Cost for Preparing Statement of Qualifications**

The cost for developing the Statement of Qualifications is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

### **5.4 Term**

The contract period shall be for a period of five years beginning January 1, 2016 through the fiscal year ended December 31, 2020 subject to annual renewal.

### **5.5 Conflict of Interest**

If an Offeror has any existing client relationship that involves the City of Dunwoody, the Offeror must disclose each relationship.

### **5.6 ADA Guidelines**

The City of Dunwoody adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

### **5.7 Compliance with Laws**

The Contractor will comply with all City, State of Georgia and Federal laws, rules, and regulations.

## **5.8 Governing Terms**

This RFQ expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

## **5.9 Indemnification**

Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors,, agents, and suppliers.

## **5.10 Corrections/Credits**

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

## **5.11 Insurance**

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance with limits of no less than \$500,000. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$1,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

### **5.12 Cancellation**

City may cancel this agreement at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

### **5.13 Independent Contractor**

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venturer or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

### **5.14 No Assignment**

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

### **5.15 Audit**

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

### **5.16 Attorney's Fees**

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City as a result of such breach.

### **5.17 Miscellaneous**

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Statement of Qualifications, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No

term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

#### **5.18 Special Stipulations**

To the extent City attaches to this agreement any special terms which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

# **APPENDIX A**

## **STATEMENT OF QUALIFICATIONS**

### **GENERAL INFORMATION**

- 1) Provide the history of your firm, particularly probation services.
- 2) How many employees are there in your company? Generally, what are their job categories (e.g., management, technical, customer service, etc.)?
- 3) Please list the size of your firm and the number of clients served. Would Dunwoody be a small, medium or large client for your firm?
- 4) Who would be working directly with The City of Dunwoody on administrative issues, questions, or problem solving? Please provide the roles and qualifications of each person.

### **FEES**

- 1) Describe your proposed form of compensation (e.g., fee-for-service). If you are proposing a fee, please include your fee schedule/hourly rates (in separate cost proposal).
- 2) If you charge fees for additional services like consulting, please indicate what types of services you charge additional fees for, and the basis of your charges (hourly, by project, etc.) and what typical charges might be.

### **REFERENCES/OTHER**

- 1) Please provide references that include: name, address, phone number, and length of time associated with your organization. Please provide a minimum of three references, including at least one that is a previous client and at least one that is a new client.
- 2) Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.

**APPENDIX B**

**COST PROPOSAL**

	HOURLY RATES	TOTAL
PARTNERS	_____	_____
MANAGERS	_____	_____
SUPERVISORY STAFF	_____	_____
OTHER (SPECIFY)	_____	_____
TOTAL FOR SERVICES DESCRIBED IN RFQ		_____
REIMBURSABLE EXPENSES :		
MEALS AND LODGING		_____
TRANSPORTATION		_____
OTHER (SPECIFY)		_____
<b>TOTAL ALL-INCLUSIVE CONTRACT VALUE (all costs associated with this contract - this is the figure that will be used in the evaluation)</b>		<b>\$_____</b>

Where there is a reference in the RFQ to deliverables, submission requirements or other response and contract performance discussions, said discussion may not be all inclusive of all requirements in the RFQ. It is incumbent upon the contractor to read this entire RFQ carefully and respond to, and price, **all requirements** and ensure “**Total Contract Value for ALL Requirements**” above includes **all requirements**.

# **APPENDIX C**

## **SCHEDULE OF EVENTS**

### **RFQ #15-04**

<b>Event:</b>	<b>Date:</b>
Release of RFQ	9/17/15
Deadline for Written Questions *Submit via E-Mail Only to Purchasing Manager: <a href="mailto:john.gates@dunwoodyga.gov">john.gates@dunwoodyga.gov</a>	9/28/15
Qualifications Due (Opening Date)	<b>10/9/15 @ 2:00PM.</b>
Qualifications are due to:	City of Dunwoody Purchasing Office Re: RFQ 15-04 41 Perimeter Center East, Suite 250 Dunwoody, GA 30346
Contract Award (On/about)	11/9/15

# APPENDIX D

## IMMIGRATION & SECURITY FORM

### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs \_\_\_\_\_ employees.

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

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

**O.C.G.A. § 50-36-1(e)(2) Affidavit  
Verifying Lawful Presence in the United States**

By executing this affidavit under oath, as an applicant for a(n) \_\_\_\_\_, as referenced in O.C.G.A. § 50-36-1, from the City of Dunwoody, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- I am a United States citizen.
- I am a legal permanent resident of the United States.
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.**

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant and Title

**Subscribed and sworn to before me on**

**this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
(Clerk/Notary Public)

**My commission expires:** \_\_\_\_\_