



**REQUEST FOR PROPOSAL 15RFP001B-BR**

**Inmate Medical Services**

**For**

**The Sheriff's Department**

**RFP ISSUANCE DATE: March 26, 2015**

**RFP DUE DATE AND TIME: Tuesday, May 5, 2015 11:00 A.M.**

**PRE-PROPOSAL CONFERENCE DATE: Thursday, April 16, 2015, 2:00 PM**

**PURCHASING CONTACT: Brian Richmond**

**E-MAIL: [brian.richmond@fultoncountyga.gov](mailto:brian.richmond@fultoncountyga.gov)**

**LOCATION: FULTON COUNTY DEPARTMENT OF  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

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## **SECTION 1 INTRODUCTION**

### **1.1 PURPOSE**

Fulton County, Georgia ("County") is seeking qualified firms with demonstrated experience in providing physical and mental health services in a correctional environment to provide physical and mental health services to inmates at the Fulton County Jail.

Proposers must meet the minimum qualifications identified in Section 1.5 of this RFP to be considered for award of this contract.

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

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

### **1.2 DESCRIPTION OF THE PROJECT**

This project involves providing physical and mental health services to inmates at the Fulton County Jail and other locations. The County is seeking a single Service Provider to provide comprehensive correctional physical and mental health services which shall include all staffing, equipment, supplies and materials necessary.

In addition, the successful contractor must provide all services necessary to meet all constitutional obligations of the Jail and Fulton County inmates, and meet all requirements established by the National Commission on Correctional Health Care ("NCCHC"), the American Correctional Association ("ACA"), the American Medical Association ("AMA"), the American Psychiatric Association ("APA") and the Foster vs. Fulton County Consent Order, and any other applicable local, state or federal guidelines, rules, regulations, code and/or laws during the course of any contract awarded as a result of this procurement.

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### 1.3 BACKGROUND

Medical health services, outlined within the scope of this RFP, shall be provided at the Fulton County Jail (“FCJ”) complex, which currently consists of the Main Jail, Marietta Annex, the North Annex Jail in Alpharetta and the South Annex Jail in Union City all located in Fulton County.

The Main Jail is capped at 2500 beds pursuant to the Harper Federal Consent Decree (see Exhibit 2). The North Annex Jail in Alpharetta has 74 beds. The South Annex in Union City has 354 beds. Marietta Annex has 80 beds.

The Fulton County Jail Facility Complex houses a maximum population of 2,800 inmates, most of whom are pretrial detainees, and many of who are maximum security inmates.

The Fulton County Jail facility provides primary care, OB/GYN (Women’s Health Services) clinic, and general radiology and laboratory services. The Main Medical Unit is located at the Fulton County Jail, 901 Rice Street.

The address of each facility is provided below:

- Fulton County Jail – Main Building and Marietta Annex, 901 Rice Street, Atlanta, Georgia, 30318
- Alpharetta Jail, 2565 Old Milton Parkway, Alpharetta, Georgia 30004
- Union City Jail, 6500 Watson Street Union City, Georgia 30291
- Such other facilities as the Sheriff may deem proper and appropriate.

### 1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- Deliver appropriate care to inmates who are in need of treatment.
- Manage an efficient health care delivery program that contains costs without sacrificing quality.
- Effectively manage clinical issues involving the treatment of HIV, AIDS, STDs and TB.
- Hire, train, and retain high performing staff.

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## 1.5 MINIMUM QUALIFICATIONS

Proposers shall meet the following minimum qualifications, with no exceptions, to be considered for award of this contract:

- The proposer shall have at least a minimum of two (2) years experience providing medical services administration in correctional facilities with an average daily inmate population of 2,000 or more or five (5) years experience in a medical teaching hospital or five (5) years experience in the provision of medical services in a Public County medical hospital, the last two of which must be an operating entity of a Georgia Public Hospital Authority. Provide the following information:
  - a. The name of the facility, the owner, year performed and the facility location.
  - b. A description of services provided.
  - c. A reference, including a contact name, mailing address, email address and phone number.
- The proposer must demonstrate evidence of NCCHC Accreditation within the past three years by providing a letter of award or certificate copy of at least one correctional facility/site in which your firm is currently contracted to provide services.

## 1.6 PURCHASING THE RFP

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

## 1.7 SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

## 1.8 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, April 16, 2015 at 2:00 P.M.** at the Fulton County Jail, 901 Rice Street, N.W., Atlanta, Georgia 30318. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to

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address any questions and concerns regarding the services sought by the County through this RFP.

### **1.9 FACILITY TOUR**

A tour of the facility will be conducted immediately following the Pre-proposal Conference on **Thursday, April 16, 2015 at 2:00 P.M.** at the Fulton County Jail, 901 Rice Street, N.W., Atlanta, Georgia 30318. Attendance at the facility tour is voluntary for responding to this RFP.

### **1.10 PROPOSAL DUE DATE**

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Tuesday, May 5, 2015, at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

### **1.11 DELIVERY REQUIREMENTS**

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

### **1.12 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Brian Richmond, Assistant Purchasing Agent, email: [brian.richmond@fultoncountyga.gov](mailto:brian.richmond@fultoncountyga.gov); fax, (404) 893-1732. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

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## SECTION 2 INSTRUCTIONS TO PROPOSERS

### 2.1 PROCUREMENT PROCESS

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

### 2.2 CONTRACT DEFINITIONS

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

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

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

**County** – Fulton County Government and its authorized representatives.

**Contact Person** – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

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

**Owner** – Fulton County Government

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

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

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

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

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

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**Scope of Work** – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

**Subcontractor/sub-consultant** – An individual, firm, corporation or any combination thereof, having a direct contract with Consultant/Contractor for the performance of a part of the work.

### **2.3 NO CONTACT DURING PROCUREMENT PROCESS**

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

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## 2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. **The County will not respond to requests, oral or written, received after Thursday, April, 23, 2015, 3:00 P.M.** local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Department of Purchasing & Contract Compliance**

**Attn: Brian Richmond**

**Public Safety Building**

**130 Peachtree Street S.W. Suite 1168**

**Atlanta GA 30303**

**Email: [brian.richmond@fultoncountyga.gov](mailto:brian.richmond@fultoncountyga.gov)**

**F: (404) 893-1732**

**RE: 15RFP001B-BR Inmate Medical Services**

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website [www.fultoncountyga.gov](http://www.fultoncountyga.gov).

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

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, [www.fultoncountyga.gov](http://www.fultoncountyga.gov). These addenda will

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be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **2.5 TERM OF CONTRACT**

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

### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2015, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31<sup>st</sup> day of December, 2015. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2016 and shall end no later than the 31<sup>st</sup> day of December, 2016. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2017 and shall

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end no later than the 31<sup>st</sup> day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

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

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

**d. Same Terms**

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

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

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

**2.6 RFP SUBMITTALS**

See **Exhibit 1** for the RFP Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your proposal. Failure to submit all submittals may deem your proposal non-responsive.

**2.7 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by an Evaluation Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

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## **2.8 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

## **2.9 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

## **2.10 APPLICABLE LAWS**

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

## **2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS**

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

At the time of award, a copy of the successful Proposer's Certificate of Insurance must be provided through the County's online insurance compliance system.

The County has implemented an online insurance compliance system designed to make the experience of submitting and retrieval of insurance information quick and easy. This system is designed to be used by insurance brokers and agents on

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behalf of their insurance clients for submittal of Certificates of Insurance (“COI”) directly to the Fulton County Department of Purchasing. Instructions will be provided to the successful bidder.

## **2.12 ACCURACY OF RFP AND RELATED DOCUMENTS**

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.13 RESPONSIBILITY OF PROPOSER**

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

## **2.14 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County’s decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

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## 2.15 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting

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Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

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

## **2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this

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RFP or procurement process or in connection with the selection process or any negotiations.

## **2.17 TERMINATION OF NEGOTIATIONS**

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

## **2.18 WAGE CLAUSE**

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

## **2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

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

## **2.20 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Director of Health Services, or designated representative.

## **2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services

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performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

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

See Section 5, Proposal Forms for declarations and affidavits.

## **2.22 AUTHORIZATION TO TRANSACT BUSINESS**

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

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

## **2.23 RIGHT TO PROTEST**

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the

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bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

#### **2.24 FIRST SOURCE JOBS POLICY**

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

#### **2.25 NON-COLLUSION**

By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Section 5, Proposal Forms for declarations and affidavits.

#### **2.26 EXCEPTIONS TO THE COUNTY'S CONTRACT**

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

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

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## 2.27 GENERAL REQUIREMENTS

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

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

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

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8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
  9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
  10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

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**SECTION 3  
PROPOSAL REQUIREMENTS**

**3.1 SUBMISSION REQUIREMENTS**

**3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Tuesday, May 5, 2015 at 11:00 A.M.** and must be addressed to:

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

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

**THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP \_\_\_\_\_  
Project # and Title  
[Technical or Cost Proposal]  
Proposer's Name and Address**

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### **3.1.2 Number of Copies**

Proposers shall submit the following:

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

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

Financial Information, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

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

All Proposals must be complete with all requested information.

## **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

## **3.3 SCOPE OF WORK**

The successful Service Provider must assure that physical health services and mental health services are fully coordinated and meet the following requirements.

### **A. Healthcare Objectives**

1. To provide health services to inmates that meets the U.S. Constitution and community standards of care.

### **B. Standards/Accreditation**

1. All services shall be provided in accordance with American

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Correctional Association (ACA), American Medical Association (AMA), American Psychiatric Association (APA), the National Commission on Correctional Health Care (NCCHC) standards, the Foster Federal Consent Order and the Harper Federal Consent Order.

2. The Service Provider must secure and maintain NCCHC accreditation and reaccreditation at the Service Provider's own expense.

### **C. Protocols, Policies and Procedures**

1. The Service Provider will be required to prepare and implement protocols, policies and procedures which comply with the policies and procedures of the Fulton County Sheriff's Department.
2. The Service Provider must establish and implement written protocols, policies and procedures that comply with all standards and requirements of the contract, and must conduct an annual review of its protocols, policies and procedures.
3. All protocols, policies and procedures that apply to facility security must detail the involvement of the health care unit, the medical staff and the administrative staff.
4. All protocols, policies and procedures must receive written approval by the Sheriff or his designee prior to implementation.
5. All protocols, policies and procedures shall be reviewed for possible revision on an annual basis.

### **Personnel**

1. The Service Provider must employ only licensed, certified and professionally trained personnel. The Service Provider must review credentials of each employee after Notice of award, but prior to Service Provider coming on-site.
2. All personnel shall be required to pass background investigation conducted by the Fulton County Sheriff's Office as a requisite for initial and /or continued employment. Rejection of any job applicant or current employee by the Sheriff will be final.
3. All professional staff shall have current and valid licensure by the appropriate Georgia licensing board for their profession. In addition, each professional shall declare any current or past license restrictions,

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suspensions or sanctions to the County. The County will then determine whether that individual will be able to satisfactorily fulfill the responsibilities of the position.

4. Service Provider must provide resume, complete work history, clinical skills, and verify the status of the license(s) for each employee/position.
5. Service Provider must provide the minimum staffing requirements listed in Section G, Item 20 (a) of this proposal to include the number of positions and full time equivalent (FTE) hours indicated.
6. Each staff candidate will be interviewed by the Service Provider with special focus on technical expertise, emotional stability and motivation. The final selections will be subject to approval by the FCJ administration.
7. Service Provider must verify, confirm, and maintain personnel file containing each employee's and/or applicant's credentials, to include a complete work history, license, degree, clinical skills, and in-service education.
8. An on-site visit to FCJ must be made by all employee candidates prior to rendering formal decision of employment.

#### **E. Program Support Services Requirements**

In addition to providing on-site services, off site services, and personnel services, the Service Provider will also be expected to provide professional management services to support the mental health program at the Fulton County Jail. These additional program support services are as follows:

1. Quality Improvement Committee
  - a.) The Service Provider must institute and maintain a quality improvement committee, which will be responsible for developing, recommending and implementing all protocol, policies and procedures necessary for the operation of the health program at the Fulton County jail
  - b) The committee is responsible for ensuring that quality healthcare services are available to inmates as necessary
2. Continuous Quality Improvement Program

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- a) The Service Provider will establish a Continuous Quality Improvement (CQI) Program assuring that quality mental health care services are provided to the inmates.
  - b) The CQI program will evaluate the health care provided to the inmates, at both on site and off site locations, on a continual basis for quality, appropriateness and continuity of care.

### 3. Management Information System Requirements

- a) The Service Provider must implement a system for collecting and analyzing the trends in the utilization of physical and mental health care services at the Fulton County jail that is compatible with current county systems.
- b) The Service Provider shall be required to demonstrate capacity for providing the following systems; Telemedicine, electronic medical records system (EMR) and the electronic medication administration record system.
- c) The Electronic Medical Record must be a correctional developed customizable system that meets NCCHC and ACA Standards.
- d) Medical staff must be trained to use the EMR effectively within 30 days of implementation.
- e) The System must bridge with and be fully integrated with the current Jail Management System for all demographic and inmate housing location information.
- f) The EMR should include the following mandatory electronic requirements:
  - Medication administration and reconciliation
  - Utilization management and review
  - Utilization of Clinical Institute of Withdrawal Assessment (CIWA)
  - Detoxification Program.
  - Discharge planning
  - Tracking of off-site scheduling and appointments

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- Full access to inmate medical records in a stand-alone digitalized form upon contract end or termination
  - Capability to track and document all annual dental screenings, mental health evaluations

4. Utilization Management.

- a) The Service Provider must establish a utilization management program for the review and analysis of the utilization of off-site service referrals including inpatient stays. The utilization management program must demonstrate that the use of outside services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated. This section shall apply to any corporate review whether for inpatient or outpatient procedures.

b) Peer Review

The County may require an annual clinical peer review to examine and determine the appropriateness of the clinical care and treatment provided to the inmates. This review will be performed at the Service Provider's expense.

5. Intake Screening Requirements

- a) The Service Provider is responsible for the coordination of physical and mental health screening on intake.

Immediately upon receiving an inmate into the facility, the Service Provider will perform an initial receiving screening to ensure that all emergent and urgent health needs are identified and met.

- b) A more in-depth screening evaluation will be performed by a Licensed Practical Nurse or a Licensed Registered Nurse on all incoming inmates within twenty-four (24) hours of initial processing into the system. There must be a minimum of three (3) LPN's screening, one (1) Medical Assistant collecting blood, urine samples and applying TB skin tests, and one (1) Medical Assistant performing Pre-screening of inmates as they enter the intake area at all times.

- c) A LPN or RN shall conduct a screening examination on all referrals which include, at a minimum, documentation of the following:

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- Current and past mental health problems and illnesses, to include hospitalizations, medications, allergies, and vital signs.
  - Condition of skin such as needle marks or other indications of drug abuse.
- d) Disposition, such as the following:
- Referral to an appropriate health care facility on an emergency basis.
  - Placement in the general inmate population or segregated inmate population and referral to the appropriate health care service at the Fulton County Jail.
  - Placement in the general inmate population along with classification.
  - Immediate referral to physical or mental health provider when indicated. A Physician's Assistant/Nurse Practitioner will be stationed in the Intake area to accept for immediate referral for medical issues.

#### **F. Hospital & Out-Patient Utilization**

1. The Fulton-DeKalb Hospital Authority, (hereinafter the "Authority"), is required to provide services for indigent sick persons in Fulton County. Additionally, the Authority is required, when requested by the County, to furnish treatment to County employees injured in the line of duty, as well as other injured persons when the County has assumed responsibility for the hospitalization and medical treatment of such persons. This would include inmates incarcerated in the Fulton County Jail.
2. Although inmates would be covered under this required duty of the Authority, nothing prevents the Authority from collecting from insurance or other sources of funds covering the cost of medical care or hospitalization of such inmates.
3. It is the opinion of the County attorney that Grady Hospital (Fulton-DeKalb Authority) must render treatment to inmates of the Fulton County Jail, and that this treatment is considered covered by the amount of funds allocated in the current year's budget for the

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operational costs of Grady Hospital. If funds do not cover treatment rendered by the Authority, the cost is not the responsibility of the Service Provider.

**G. Physical Health Service Requirements**

1. Women's Health Care

The Service Provider will be responsible for the provision of all medically necessary health services to the female inmate population in accordance with ACA & NCCHC standards, to include the following:

- a) Sexually transmitted disease screening within one day of inmate arrival into correctional system. This will include syphilis and HIV (see HIV treatment section)
- b) PAP smear within fourteen (14) days of inmate arrival into correctional system. The Pap smear must be consistent with the American Cancer Society recommendations. Inmates who are returned to the system within one (1) year of the initial test will not be retested, unless they are HIV infected. In that case, they will be tested every six months.
- c) Annual Pap smear for those inmates whose incarceration will be in excess of one (1) year (see HIV treatment section), unless they are HIV infected. In that case, they will be tested every six months, if clinically indicated.
- d) Mammograms, consistent with the American Cancer Society recommendations.

2. The Service Provider must establish policies and procedures specific to health care of pregnant inmates, which must include, at a minimum, the following:

- a) Pre-natal care, which includes regular monitoring by a medical doctor or nurse practitioner or physician's assistant with obstetric experience.
- b) Provision of appropriate vitamins.
- c) Identification and disposition of high-risk pregnancies, to include referrals to Grady Hospital OB/GYN clinics.

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3. Service Provider must establish policies and procedures for inmate physical examinations. Physical examinations will be scheduled for completion within 72 hours of male inmate's arrival on the Classification Unit (2 South).
    - a) A physical examination must be completed by a licensed physician, physician's assistant /nurse practitioner or a registered nurse trained in physical assessment for each female inmate within fourteen (14) days of formal induction into the system.
  4. Inmate Medical Requests
    - a) Service Provider must establish policies and procedures for handling and responding to a non-urgent request for medical treatment within 48 hours. 72 to 48 hours on weekends and holidays.
    - b) Patients may be evaluated by physicians, physician assistants, nurse practitioners or registered nurses. All nurses involved in screening such requests and evaluating patients shall be registered nurses with current training in physical assessment.
    - c) The Service Provider's Medical Director will determine the appropriate triage process to be utilized for screening medical request forms upon receipt.
    - d) Inmates referred to a physician or physician assistant must be evaluated within forty-eight (48) hours of initial referral, or sooner as medically appropriate.
    - e) A physician or a physician's assistant must perform daily rounds on inmates housed in disciplinary detention and/or administrative segregation **that have requested medical care**. Rounds must be performed at least three times a week on **all inmates** housed in disciplinary detention and/or administrative segregation. These rounds will be logged by security staff on the housing units and a note will be entered in the inmate's medical record documenting the round..
    - f) Service Provider must establish a system that tracks medical requests in a log from initial receipt to final disposition, including date of initial complaint and name and title of health provider who provided treatment.

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5. Sick Call

- a) Service Provider must establish policies and procedures for the care and handling of inmate sick call requests. These policies must address inmate access to medical services within 48 hours (48 to 72 hours on weekends and holidays) of receiving a medical request. Under no circumstance shall Fulton County Jail security personnel be involved in any decisions regarding sick call requests, except that security staff shall assist a patient to get medical services when he/she requires urgent or emergency attention.
- b) Sick call will be held Monday - Friday, excluding holidays. A physicians' assistant or Medical Director shall be available on site 24 hours a day, 7 days a week. The PA must be onsite with physician on call.
- c) Sick call requests initiated by inmates must be processed daily upon receipt. Sick call must be triaged within the first 24 hours of receipt.
- d) The Medical Director shall determine the appropriate triage process to be utilized for specific categories of complaints.
- e) Service Provider must establish a process that tracks all sick call requests from initial receipt to final disposition.

6. Referral system

- a) The Service Provider must establish policies and procedures for the care and handling of inmates whose medical case requires a higher level of care than that provided at the FCJ.
- b) The Service Provider is responsible for locating an appropriate physician and establishing the appointment date and time with a County and/or state supported facility (Grady Health System or Georgia Regional Mental Health Hospital System) in the event an inmate requires the services of a medical specialist.
- c) Unless court ordered, any and all facilities to whom cases are referred must be County and/or state supported (Grady Health System or Georgia Regional Mental Health Hospital System).
- d) The Service Provider must provide a system that can identify,

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isolate and track all inmate referral cases and which should, at a minimum, provide the following information:

- Date of initial medical request
  - Physician requesting and date of referral
  - Physician, facility and location of referral, including a reason for referral
  - Current and final disposition (including objective data in final disposition)
  - Prioritization and primary care physician review of patient every 30 days until patient is seen by specialist.
  - Timely response to consultant's recommendations, as medically necessary.
- e) The Service Provider must generate and make available upon request to the Fulton County Jail Director of Health Services a monthly log on all referrals. The log must indicate, at a minimum, inmate name and identification number, referring physician, date and time referral was made, current and final disposition.

## 7. Specialty Consultations/Clinics

- a) The following clinics must be provided on site:
- Infectious disease, including HIV specialist
  - Obstetrics / Gynecology
  - Internal medicine
  - chronic disease clinics for asthma, hypertension, epilepsy, diabetes
  - Kidney dialysis (On-site Kidney Dialysis may be a contracted service or staffed and equipped by the Service Provider. The annual cost of the provision of the service is to be included in this section of the proposal.)
  - Podiatrist
- b) To support the delivery of comprehensive health services, Service Provider will schedule the following specialty consultations with Grady Hospital:
- Urology
  - Gastroenterology
  - Neurology / neurosurgery
  - Cardiology
  - Ophthalmology
  - General surgery
  - Dermatology

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- Physical therapy
  - Nephrology
  - Ears-Nose-Throat
  - Allergy
  - Podiatry
  - Hematology
  - Plastic surgery
  - Thoracic surgery
  - Oncology
  - Endocrinology
  - Orthopedic
  - High Risk Obstetrics (Pregnancy)
- c) If the consultation cannot be conducted on site, the Facility's Medical Director shall assess the situations carefully and the Service Provider's administrator will make arrangements for the transportation of inmates to a County or state health care provider (Grady Health System or Georgia Regional Mental Health Hospital System) with whom an agreement has been established.
- d) The Service Provider will be expected to arrange the following diagnostic tests used in the above-mentioned clinics as directed by the clinics:
- Echocardiograms
  - Sonograms
  - Electromyelograms
  - CT scans
  - Colonoscopies
  - Endoscopies
  - Medical prosthetics
  - Magnetic resonance imaging
- e) If clinics cannot be conducted on site, the Facility Medical Director shall assess the situations carefully and the Service Provider's administrator will make arrangements for the transportation of inmates to a County or state health care provider with whom an agreement has been established.
- f) Optometry Services. The Service Provider will be responsible for optometric services when eyeglasses are court ordered or prescribed by the Grady Health System Eye Clinic.
- g) Chronic illness/disease. The Service Provider shall establish

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chronic illness/disease clinics on site. A PA, NP, or MD will treat these patients in these clinics.

- h) Service Provider shall maintain current clinical guidelines for the most prevalent chronic diseases, such as:
- Asthma
  - Diabetes
  - Epilepsies
  - Hepatitis B and C
  - HIV
  - Hypertension

These should be evidence based and should rely on nationally accepted guidelines, customized for the correctional environment. These shall be reviewed or updated annually or sooner if medically appropriate.

8. Infectious disease. Service Provider must establish policy and procedures for the care and handling of inmates diagnosed with an infectious disease. The care and handling of inmates must include onsite case management services. Service Provider must establish a working relationship with the Fulton County Infectious Disease Clinic and Grady IDC (Infectious Disease Clinic).

- a) Service Provider must maintain current guidelines that conform to CDC and OSHA recommendations for communicable diseases.
- b) Service Provider must develop a tuberculosis surveillance program, and communicate with the County and state health departments as required for patient care and under the law.
- c) Service Provider will provide the following services for Fulton County Jail staff upon request at no additional cost:
- Annual tuberculin skin testing and referral
  - Tetanus antitoxin post exposure as indicated
  - Hepatitis B vaccine series (Note: antibody testing is not recommended or required by the CDC)
  - Post-exposure testing and prophylaxis for staff, as medically appropriate, until the staff member can reach his/her primary physician
  - Emergency intervention for on-site injuries
  - Service Provider will not be responsible for the provision of routine health services to correctional staff.

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- Service Provider must generate and provide monthly logs of all inmates diagnosed with an infectious disease. At a minimum, the Service Provider must provide inmate name and identification number and identify the infectious disease.

## 9. HIV Treatment

In compliance with the federal consent order in *Foster v. Fulton County*, the Service Provider will be required to adhere to the following specifications regarding inmates with HIV infection or AIDS:

- a) A member of the medical staff will draw blood for t-cells and viral load testing for all known HIV - positive inmates within 48 hours arrival at the FCJ. (72 hours if on Friday)
- b) Except in an emergency, intake screening of HIV - positive inmates will happen within 4 hours of an inmate's arrival at the FCJ.
- c) Within 48 hours of arrival at the FCJ, everyone whose HIV medication were continued at intake or has symptoms of active HIV - related infections will receive a comprehensive physical exam, including tests for sexually transmitted diseases.
- d) HIV - positive inmates not on medication at time of intake will receive a comprehensive physical within 10 days of their arrival.
- e) All HIV - positive inmates will have a written treatment plan developed by the HIV specialist within two weeks after they are identified as HIV - positive.
- f) The medical staff will test the t-cell count and viral load of all HIV – positive inmates at least every three months or as indicated by the HIV Specialist.
- g) Inmates with a t-cell count fewer than 500 who have an HIV - related illness, or who are prescribed antiretroviral medication at least every three months will see an HIV specialist or as indicated by the HIV specialist.
- h) Medical staff will tell HIV - positive inmates the results of any medical tests and assessments (including t-cell and viral loads) within one week after the medical staff receives these results.

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- i) Provide HIV - positive inmates with at least a four-day, and not more than seven-day, supply of their medication at the time of their release from Jail.
  - j) All persons with HIV and/or symptoms of tuberculosis will have a chest x-ray within forty-eight hours of intake.
  - k) All known HIV - positive female inmates will receive PAP smears every six months.
  - l) HIV - positive inmates will not remain in the intake holding cell for more than eight hours.
  - m) Medical and dietary grievances by HIV - positive inmates will be answered within 72 hours of their submission to medical staff, and no issue related to medical care will be designated "non-grievable".

#### 10. Emergency Services

- a) Service Provider will utilize Grady Hospital (Fulton-DeKalb Hospital Authority) for emergency care to inmates of the Fulton County Jail.
- b) The Service Provider will be responsible for health care delivery on a twenty-four (24) hour per day, seven days per week basis. Emergency services are provided in the treatment rooms on the third floor of the low-rise building.
- c) In the event of an emergency, first aid and cardiopulmonary resuscitation services will be provided on site. Health services staff will be expected to provide on site emergency intervention for staff, inmates and visitors when necessary. All proposer professional staff shall be required to be trained in BLS on a current basis. All physicians, PAs and NPs shall be trained on a current basis on the use of the automated external defibrillator.
- d) All emergencies requiring a "911 call" or its equivalent will be reported to the Fulton County Jail Director of Health Services and the Chief Jailer within twenty-four (24) hours, by the Service Provider, with particular attention to the elapsed time between the call for assistance and the arrival of trained personnel and the need for corrective action.

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- e) The Service Provider must generate and provide the Fulton County Jail, Director of Health Services a weekly log on all inmates requiring emergency services, Monday - Sunday. The log must indicate, at a minimum, inmate name, identification number, and diagnosis.

#### 11. Laboratory Services

- a) Service Provider must establish an agreement with an approved provider to provide laboratory services. Such agreement must be reviewed by and approved by the Sheriff and the County.
- b) Laboratory services must provide stat work with results within twenty-four (24) hours after the specimen is obtained (when such tests are available.)
- c) Service Provider must generate and provide a weekly log of laboratory tests performed. The log must provide inmate name and identification number, and test type.
- d) RPR testing for syphilis is to be processed in 24 – 72 hours.

#### 12. Radiological Services

- a) Service Provider must utilize radiological equipment provided by the County and located at the Jail. Service Provider must maintain all x-ray equipment at its expense. Service Provider must provide general radiologic services at the Union City Annex.
- b) Service Provider must establish an agreement with a facility to provide radiological services in the event requirements exceed the capability of County Jail equipment.
- c) All x-rays must read by a board certified radiologist with a turn-around time of forty-eight (48) hours. All proposals must include a plan for reading x-rays associated with "emergencies".

#### 13. Medical Records

- a) The Service Provider shall be responsible for providing an Electronic Medical Records System. This system will not rely on scanning documents as the basis of creating an electronic

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- medical record.
- b) The Service Provider is responsible for maintenance and retention of a complete, standardized, problem oriented medical record for all inmates in accordance with prevailing medical regulations for confidentiality, retention and access. The Service Provider shall ensure that its staff documents all health care contacts in the incarcerated person's health care record in the proper medical record format.
  - c) Each medical record must contain, but not be limited to, an updated problem list; results of the physical examination, tuberculin skin test, pregnancy test for all females of child bearing age, RPR (rapid plasma reagent), and all hospital and outside service reports, including discharge summaries.
  - d) The medical records department is responsible for forwarding a copy of the inmate medical record or summary of treatment, whichever is required by the receiving facility, in a timely manner to the appropriate facility in the event of a transfer. A current dated medical record must be available at all times for any inmate. All requests for medical record information and correspondence must be responded to in a timely manner.
  - e) The Service Provider will work closely with County in the timely implementation of an automated appointment system, medical record, and electronic medication administration record and report generator.

#### 14. Special Medical Diets

- a) The Service Provider will be responsible for cooperating with the food service provider to insure the provision of medically necessary therapeutic diets. The following diets may be ordered from food service:
  - Mechanical soft (chewing problem), (digestive problem), (decreased fiber)
  - Low sodium
  - Low fat/low cholesterol
  - High fiber
  - ADA diabetic/specify number of calories
  - Heart healthy
  - Full liquid

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- Clear liquid
  - Hypoglycemia diet (state total number of calories)
  - Renal diet
  - Other medically necessary diets

b) The Service Provider will work with the dietary department and Chief Jailer to minimize the number of unnecessary diet prescriptions.

15. Inmate Complaint/Grievance Procedure

a) Service Provider must establish policy and procedures on handling inmate complaints regarding medical care.

b) Service Provider must provide system of tracking complaints from receipt to resolution. The Service Provider must respond to and answer all official grievances within seventy-two (72) hours of receipt.

16. In-Service Training

a) Service Provider must provide in-service educational programs, topics of which will be identified on an on-going basis through the continuous quality improvement program. Training must be in compliance with all applicable professional certification standards.

b) Service Provider will provide a minimum of forty (40) hours annual in-service training for full-time employees, including physicians.

c) Service Provider will provide a minimum of twenty (20) hours annual in-service training for part-time employees.

17. Administrative

a) Service Provider's staff will design and implement policies, procedures and protocols for the health care unit and medical staff.

b) Service Provider shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Director of Health Services or his/her designee.

c) Service Provider's staff shall represent the health care unit in

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discussions with local civic groups or visiting officials as mutually agreed upon by the parties.

- d) Service Provider's staff shall properly complete employee evaluations for those employees under their direct supervision.
- e) Service Provider shall assist with Fulton County Sheriff's Office staff training in emergency medical safety procedures, occupational exposure to infectious disease, care and treatment of HIV inmates as well as other topics required by accreditation standards.

#### 18. Employee Schedules

- a) All hours shall be spent on-site at FCJ or any satellite location, except as otherwise agreed to by both parties. The Service Provider's schedule may be modified only upon the parties' mutual agreement.
- b) All full-time contractual employees shall be on site for a minimum of forty (40) hours per week.
- c) All contractual employees shall be required to comply with sign-in and sign-out procedures. The Sheriff shall have access to all records indicating the hours worked by each employee.
- d) All Service Providers' employees shall wear photographic identification badges, issued by the Sheriff's Office, at all times when on site at the Jail or any satellite location.

#### 19. New Employee Orientation

- a) The Service Provider shall be responsible for ensuring that all new health care personnel are provided with orientation regarding medical protocols, policies, practices, and procedures on-site at FCJ. Orientation regarding other facility operations shall be the responsibility of FCJ.
- b) The Service Provider shall distribute a written job description to each member of the health care staff, which delineates the assigned responsibilities of each employee.

#### 20. Minimum Fulton County Jail Staffing Requirements

- a) Service Provider must provide the minimum staffing requirements listed below to include the number of positions and full time equivalent (*FTE*) hours indicated. Any deviation from the staffing plan can only be made with the express written approval of the Sheriff. These requirements are based upon the projection of 3000 inmates and shall be adjusted proportionally upward in the event the inmate population exceeds 3000 inmates.

<b>POSITION</b>	<b>FTE</b>
Health Services Administrator	1.0
Administrative Assistant	2.0
Human Resources Coordinator	1.0
Medical Director	1.0
Mental Health Director	1.0
Mental Health Admin. Asst.	1.0
Staff Physician	2.0
Chief Psychiatrist	.25
Staff Psychiatrist	2.2
Physician's Assistant/ NPs	14.5
Bachelors Level Social Worker/Mental Health Associates	4.0
Licensed Clinical Social Worker	9.0
Podiatrist	.2
Dental Director	1.0
Dentist	1.4
Dental Assistant	2.8
Director of Nursing	1.0
Registered Nurse	17.6
Licensed Practical Nurse	46.9
Medical Assistant	17.8
Nursing Supervisor	4.2
Medical Records Administrator	1.0
Medical Records Clerks	6.0
Lab Technician	1.0
Radiologist	.4
Registered X-Ray Technician	1.0
Scheduler	2.0
Infectious Disease Specialist (MD)	.5
Infectious Disease Nurse (RN)	1.0
Infectious Disease Coordinator	1.0
Chronic Care Coordinator	1.0
Intake Coordinator (RN)	1.0

CQI Coordinator	1.0
TB Nurse (LPN)	1.4
Pharmacy Technician	2.4
<b>TOTAL</b>	<b>152.55</b>

21. Security

- a) The Service Provider's personnel shall be subject to all of the security regulations and procedures of FCJ.

22. Equipment

- a) Maintenance and replenishment of equipment and instruments.
- b) Service Provider will maintain all equipment and instruments necessary for the performance of this contract in good working order during the term of this agreement. If additional or replacement equipment and instruments are required by the Service Provider during the term of this agreement, the Service Provider will purchase such items at its own cost with the exception of the purchase of a general radiography x-ray machine. Service Provider is still responsible for the maintenance of the general radiography x-ray machine.
- c) The Service Provider shall be responsible for all equipment used in the provision of all administrative information, forms, logs and/or reports required.

23. Hazardous Waste

- a) The Service Provider shall be responsible for the storage, removal and disposal of all hazardous waste materials. Such removal and disposal shall be in accordance with all applicable local, state and federal rules, regulations and code.

24) Prison Rape Elimination Act

The Fulton County Jail has a written policy mandating zero-tolerance for all forms of sexual abuse and enforces the policy in all of the facilities. The service provider must develop and implement processes and procedures to comply with PREA standards.

**H. Mental Health Service Requirements**

- 1. The Service Provider must establish medically appropriate policies and

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procedures for inmate mental health examinations. Mental Health services include the use of psychosocial and medication therapies, individual or group therapy as indicated, to relieve symptoms, achieve a level of appropriate functioning and prevent a relapse.

2. The Service Provider must be able to provide mental health assessments in the examination rooms of the jail.
3. A mental health evaluation must be completed by a Psychiatrist, Licensed Clinical Social Worker, Nurse Practitioner Physician's Assistant, or Mental Health Associate or Licensed Professional Counselor of each inmate within (5) days of referral from either the medical services provider or by the jail staff. However if it is indicated as either urgent or suicidal the examination will be performed immediately.
4. The mental health evaluation must include, at minimum the following:
  - Review of the receiving screening form
  - Complete history bidder must define in detail how it will compile and determine the inmate's complete history
  - Other tests and examinations, as required and medically indicated
  - Initiation of therapy when medically appropriate
5. Requirements for inmate mental health requests
  - a) Service Provider must establish policies and procedures for handling and responding to inmate request for mental health treatment.
  - b) Mental health requests initiated by inmates must be processed daily, upon receipt.
  - c) Inmates making mental health requests must be interviewed by a psychiatrist, nurse practitioner /physician's assistant, licensed clinical social worker, psychiatric nurse, mental health associate who receives annual training; and who will make referrals to the mental health director, in a timely manner.

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- d) The Service Provider must describe the appropriate triage mechanism that it will utilize for inmates' requests.
  - e) Service Provider must describe how it will establish a system that tracks mental health requests from initial receipt to final disposition, including date of initial request and name and title of mental health provider who provided treatment.
  - f) Service Provider must generate and provide to the Fulton County Director of Health Services a weekly log on all mental health requests received. The log should indicate, at a minimum, the date and time request received, inmate name and identification number, date and time inmate was examined by a psychiatrist or licensed psychologist, licensed clinical social worker, licensed Professional Counselor or mental health associate and final disposition.

6. Referral system requirements

- a) The Service Provider must establish policies and procedures for the care and handling of inmates whose mental health condition requires a higher level of care than that provided at the Fulton County Jail.
- b) The Service Provider is responsible for locating appropriate psychiatrists or licensed psychologists or mental health facility (Georgia Regional Mental Health Hospital System or Grady Health System) and establishing the appointment date and time in the event an inmate requires a higher level of mental health care and / or services.
- c) The Service Provider must establish an agreement with a network of physicians to whom mental health cases can be referred and/or to have any referral physician come on site to provide care to Fulton County Jail inmates.
- d) Any and all facilities to whom cases are referred must be county or state supported (Georgia Regional Mental Health Hospital System or Grady Health System) .
- e) The Service Provider must provide a system that can identify, isolate and track inmate referral cases and which must provide, at minimum, the following information:
  - Date and time of initial mental health request

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- The name of the physician (medical services provider) or psychiatrist (Mental Healthcare Services provider), mental health provider employee and/or Fulton County jail staff requesting and the date of referral.
  - Physician (medical services provider) or psychiatrist (Mental Healthcare Services provider), mental health provider employee, facility and location of referral, including a reason for referral
  - Current and final disposition (including objective data in final disposition)
- f) The Service Provider must generate and provide the Fulton County Director of Health Services a weekly log on all referrals the log should indicate at a minimum, the date and time the initial mental health request was received inmate name and identification number, date and time the inmate was examined by a psychiatrist or licensed psychologist, date and time referral was made, current and final disposition.

## **I. Pharmacy Requirements**

1. Service Provider must provide pharmacy services. This shall include the establishment of a formulary that does not unreasonably restrict inmates from modern medicinal practice, a formalized process for obtaining Non-formulary medication, prescription practices that require that medications be prescribed only when clinically indicated and that a practitioner before renewal reviews prescriptions. In addition, there shall be procedures for medication receipt, distribution, storage, dispensing, administration and disposal. There must be secure storage and perpetual inventory of all controlled substances, syringes and needles. There must be proper management of pharmaceuticals administered in accordance with state and federal law. Administration of medication shall be by persons properly trained and under supervision of the medical director. There shall be accountability for administering or distributing medication in a timely manner according to physician orders. Further, the facility shall maintain a stock of frequently prescribed medications for use on an urgent basis. This shall include, at a minimum, medications for pain and the treatment of infection and shall further include the commonly prescribed medications for hypertension, diabetes, asthma, epilepsy and HIV infection. These shall be available to all inmate patients within four hours of prescription, as medically appropriate.

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2. The Service Provider is responsible for the procurement, payment, inventory control, dispensing and disposal of all pharmaceuticals at all facilities covered by this RFP, in accordance with all local, state and federal rules, regulations and laws. The Service Provider will be responsible for the cost of all prescription and Non-prescription medications including antiretroviral and other AIDS-related medications. The Service Provider will be expected to provide a computerized pharmacy system. The pharmacy must:
    - a) Maintain inventory, cost, and ordering records for all pharmaceuticals, including all over-the-counter medications dispensed by the pharmacy.
    - b) Keep up-to-date patient drug profiles
    - c) Identify potential drug interactions for all ordered drugs
    - d) Have the capacity to generate lists of inmates on certain medications or categories of medication, as requested by the Chief Jailer or Director of Health Services
    - e) Generate lists of inmates whose chronic medications are within seven (7) days of expiration
    - f) Identify adverse drug interactions when inmates are prescribed multiple drugs including psychotropic drugs.
  3. The Service Provider's pharmacist must participate in quality management activities, especially those involving formulary or drug utilization review activities and be compatible with outcome measures and indicators described in continuous quality improvement programs including the listing of the ten most frequently prescribed drugs and the ten most expensive drugs prescribed within the institution.
  4. Pharmacy staff is responsible for packaging controlled and over-the-counter drug prescriptions, as prescribed by the physician
  5. The pharmacy must meet all local, state and federal licenses, rules, regulations and laws governing pharmaceutical operation. Service Provider must display current operating license(s) at all times.
  6. All medications must be ordered by a clinician licensed to do so and records of administration of medicine must be maintained.

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7. Service Provider must establish a pharmacy and therapeutics committee to work with the quality improvement committee to consider changes to the formulary and to review patterns of medication use.

8. Medication Distribution

a) The Sheriff's Office will provide the inmates at the County Jail the ability to purchase over-the-counter drugs through the inmate commissary system. These drugs will include the following medications:

- Maalox
- Tylenol / Advil
- Cold medicines
- Anti-fungal creams
- Antibiotic creams

b) "Self-administered", medication means that the inmates will be given the full regimen as ordered by the practitioner to take as it is prescribed.

c) Medication must be delivered daily, seven (7) days each week and two (2) times per day or more as medically appropriate, only by licensed professional staff.

d) Service Provider is required to establish/ develop a plan for those inmates scheduled out for court appearances. Medications must be provided for those inmates who are court ordered to treatment programs.

e) Service Provider must provide a system for the daily delivery and dispensation of medication.

**J. Discharge Planning**

Fulton County Sheriff's Office understands the importance of ensuring that the health care needs of inmate patients are met during transition to the community after release from jail.

Discharge planning is to be provided for inmates with serious health needs when their release date is known.

When an inmate's discharge can be planned, reasonable supplies of

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current medications are to be provided. No less than four days and no more than seven days, unless a court ordered amount is required.

Inmates with serious medical or mental health needs will have arrangements made for follow-up services in the community as well as provide to community providers relevant clinical information.

Discussions with the inmate concerning the importance of follow-up care and aftercare will be documented in the medical record.

#### **K. Reports**

The Service Provider must compile monthly statistical data of services provided, which are to be used to create quarterly service reports. These reports are to be mutually agreed upon, in advance, between the parties. Service Provider shall suggest a list of performance measures to be reported, in the response to the RFP. These reports are to be furnished to the Chief Jailer and the Sheriff's Office's Director of Medical Services. The Service Provider must provide additional ad hoc reports as requested by the Sheriff, Chief Jailer, or Director of Medical Services.

#### **L. Outside Studies**

1. The County may elect to participate in various studies and it is a requirement that the Service Provider cooperates and participates at the County's direction.

#### **M. Performance Measures**

1. The following performance measures will be used to determine performance outcomes and will be used to evaluate the Service Provider's performance on this contract:
  - a) Percent of Intake medical screenings conducted within 24 hours of arrival at the Jail.
  - b) Percent of Physical examinations conducted within 72 hours of arrival to the classification unit.
  - c) Requests for health care describing clinical symptoms are scheduled for a clinic visit within 48 hours or 72 hours on the weekend.
  - d) Percent of Inmates who have critical medications ordered who

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receive the first dose within 24 hours of the medication order unless the medication is a non-formulary drug.

The County at its sole discretion may add or modify performance measures and will set the benchmarks as the County deems necessary to measure or assess the Service Provider's performance.

### **3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT**

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

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

#### ***Section 1 - Executive Summary***

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

#### ***Section 2 – Project Approach***

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. Describe your approach to delivering comprehensive health services to the inmates. Your approach must address initial identification and referral; access to care; and follow-up care and monitoring of treatment.
3. Provide a plan which demonstrates your approach to discharge /re-entry planning and include how you will identify the community based programs that inmates may require upon release and discuss the process of transitioning the inmate into the community.

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4. Describe your approach to utilization management; review and analysis of the utilization of off-site service referrals including subspecialty and inpatient stays; demonstrate that the use of outside services has been appropriate (medically necessary) and that the length of stay (if applicable) is monitored.
  5. Describe what efficiencies can be achieved by the County as a result of contracting with one firm to provide both services and how soon the efficiencies identified can be implemented.
  6. The Service Provider shall provide the name and type of equipment that will be used for Telemedicine, electronic medical records system and the electronic medication administration record. The service provider must also provide the locations where the systems are currently installed and the length of time the systems have been in use at those locations.

### ***Section 3 – Project Team Qualifications/Qualifications of Key Personnel***

1. Provide resumes for the following positions being proposed for this project:
  - Medical Director - licensed, board certified internist or family practitioner, with a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment.
  - Mental Health Director – licensed, board certified psychiatrist with a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment.
  - Health Services Administrator - a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment.
  - Director of Nursing - licensed registered nurse, with a minimum of three (3) years experience in correctional health care and/or a comparable clinical environment.
2. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
  - Name and Title
  - Professional Background
  - Current and Past Relevant Work Experience
  - Include two (2) references for each key personnel member on similar projects
3. Include the role and responsibilities that each key personnel member will

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perform on this project.

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

#### ***Section 4 – Relevant Project Experience***

Identify three (3) projects where the Proposer has provided comprehensive correctional health services that includes; physical health, mental health and dental care in a correctional setting with entities comparable to Fulton County within the past three (3) years. Such entities include cities and/or counties which have jail facilities with 2000 inmates or more. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the facility, years performed and the facility location.
- A description of the services provided.
- A reference, including a contact name, addresses and phone number. This reference should be the facility staff member who was in charge of the project for the city or county.

#### ***Section 5 – Proposer Financial Information***

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

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

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

- (1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (4) Identify any evidence of access to a line or letter of credit.
- (5) Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

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### **Section 6 - Availability of Key Personnel**

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

### **Section 7 - Local Preference**

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

In order to receive the Local Preference points of five (5) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP.

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

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

The following supporting documentation must be provided:

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

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

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).

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

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

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

### ***Section 8 – Service Disabled Veterans Preference***

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

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

### ***Section 9 – Disclosure Form and Questionnaire***

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

### ***Section 10 – Cost***

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

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

**Lowest cost submitted**

***Each successive cost  $\times$  Points allocated for cost in RFP = Cost proposal score***

**3.5 COST PROPOSAL FORMAT AND CONTENT**

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

***Section 1 - Introduction***

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

***Section 2 - Completed Cost Proposal Forms***

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

**Cost Proposal Instructions**

The annual cost shall include all personnel, equipment, supplies, materials, management systems, and all other costs as required to provide this service as identified in this Request for Proposal.

**Cost Proposal Form 1 (Required)**

Complete Cost Proposal Form 1 using the Minimum Fulton County Jail Staffing Requirements provided in Section G, Item 20 (a) of 152.55 FTEs. The cost submitted on Cost Proposal Form 1 will be used to evaluate the total cost for each Proposer.

Your proposal shall be considered non-responsive if Cost Proposal Form 1 is not completed and submitted.

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**Cost Proposal Form 2 - Alternate Proposal (Optional)**

The submittal of an Alternate Proposal is optional. The Proposer must provide a staffing plan that includes the positions necessary in sufficient numbers to provide all services required in this Request for Proposal. The Proposer shall indicate beside each position description the number of FTE's that will be supplied 365 days.

At a minimum the following positions are required:

1. Health Services Administrator
2. Medical Director
3. Mental Health Director (Psychiatrist)
4. Director of Nursing

Alternate proposals may be considered if the proposal is selected.

**COST PROPOSAL FORM 1 (REQUIRED)**

Item	Expense category	YEAR 1 Itemized Expense Category Cost	YEAR 2 Itemized Expense Category Cost	YEAR 3 Itemized Expense Category Cost	YEAR 4 Itemized Expense Category Cost	YEAR 5 Itemized Expense Category Cost
1.	Total Base Cost Yearly	\$	\$	\$	\$	\$
2.	Total Base Cost Monthly	\$	\$	\$	\$	\$
3.	Total Base Cost per inmate per month	\$	\$	\$	\$	\$
4.	Cost Per Inmate over 2800 inmates	\$	\$	\$	\$	\$
<b>TOTAL YEARLY COST</b>		\$	\$	\$	\$	\$

**TOTAL 5-YEAR COSTS:** \$ \_\_\_\_\_

(Years 1 thru 5 Combined)

The Total Cost of Years 1, 2, 3, 4 and 5 added together will be used as the total cost bid by the proposer; and used in the cost point computation.

Your proposal shall be considered non-responsive if Cost Proposal Form 1 is not completed and submitted.

**COST PROPOSAL FORM 2 – ALTERNATE PROPOSAL**

Item Number	Expense category	YEAR 1 Itemized Expense Category Cost	YEAR 2 Itemized Expense Category Cost	YEAR 3 Itemized Expense Category Cost	YEAR 4 Itemized Expense Category Cost	YEAR 5 Itemized Expense Category Cost
1.	Total Base Cost Yearly	\$	\$	\$	\$	\$
2.	Total Base Cost Monthly	\$	\$	\$	\$	\$
3.	Total Base Cost per inmate per month	\$	\$	\$	\$	\$
4.	Cost Per Inmate over 2800 inmates	\$	\$	\$	\$	\$
<b>TOTAL YEARLY COST</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**TOTAL 5-YEAR COSTS:**  
 (Alternate Proposal  
 Years 1 thru 5 Combined)

\$ \_\_\_\_\_

**Your proposal shall be considered non-responsive if Cost Proposal Form 1 is not completed and submitted.**

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**SECTION 4  
EVALUATION CRITERIA**

**4.1 PROPOSAL EVALUATION – SELECTION CRITERIA**

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

<b>Evaluation Criteria</b>	<b>Weight</b>
Project Plan/Approach to Work	30%
Qualifications of Key Personnel	20%
Relevant Project Experience/ Past performance	18%
Availability of Key Personnel	15%
Local Preference	5%
Service Disabled Veterans Preference	2%
Cost Proposal	10%
<b>TOTAL POINTS</b>	<b>100%</b>

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## **SECTION 5 PROPOSAL FORMS**

### **5.1 INTRODUCTION**

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

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

Form I: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

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## 5.2 PROPOSAL FORMS DESCRIPTION

### **Certification Regarding Debarment**

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

### **Non-Collusion Affidavit of Bidder/Offeror**

Proposer shall complete and submit **Form B**, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

### **Certificate of Acceptance of Request for Proposal Requirements**

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

### **Disclosure Form and Questionnaire**

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

### **Georgia Security and Immigration Contractor Affidavit and Agreement**

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

### **Georgia Security and Immigration Subcontractor Affidavit**

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

### **Professional License**

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

### **Local Preference Affidavit of Bidder/Offeror**

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

### **Service Disabled Veteran Preference Affidavit of Bidder/Offeror**

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

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**FORM A:                    CERTIFICATION REGARDING DEBARMENT**

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

***INSTRUCTIONS FOR CERTIFICATION***

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

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

**DEBARMENT ORDINANCE**

The following Section 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

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

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

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STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

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

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

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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**NOTE:**

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

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

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**FORM C:            CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

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

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**(Affix Corporate Seal)**

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**Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
  
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

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**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One:            YES                            NO

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

Circle One:            YES                            NO

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

Circle One:            YES                            NO

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

Circle One:            YES                            NO

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

Circle One:            YES                            NO

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

Circle One:            YES                    NO

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

Circle One:            YES                    NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

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**FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR  
AFFIDAVIT**

**Instructions:**

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

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STATE OF GEORGIA

COUNTY OF FULTON

**FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

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

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

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**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

**Instructions:**

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

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

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** behalf of **Fulton**

**County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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EEV/Basic Pilot Program\* User Identification Number

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BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

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Title of Authorized Officer or Agent of Subcontractor

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Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

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**FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

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

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_\_ Sub-Contractor \_\_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM H:            LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror \_\_\_\_\_ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

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

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

---

STATE OF GEORGIA

COUNTY OF FULTON

FORM I: **SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT**  
**OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror \_\_\_\_\_ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

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

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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**SECTION 6**  
**CONTRACT COMPLIANCE REQUIREMENTS**

**6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING**

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

**Implementation of Equal Employment Opportunity (EEO) Policy**

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

**Monitoring of EEO Policy**

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

**6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)**

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

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

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

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

### **6.3 DETERMINATION OF GOOD FAITH EFFORTS**

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

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

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

### **6.4 REQUIRED FORMS AND EBO PLAN**

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

- 
- Exhibit A – Promise of Non-Discrimination
  - Exhibit B – Employment Report
  - Exhibit C – Schedule of Intended Subcontractor Utilization
  - Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
  - Exhibit E – Declaration Regarding Subcontractors Practices
  - Exhibit F – Joint Venture Disclosure Affidavit
  - Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
  - Exhibit H – First Source Jobs Program Information, Form 1

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

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

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**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

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

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

**NON-DISCRIMINATION IN PURCHASING AND CONTRACTING**

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

The following demographic employment information must be submitted with this quote.

JOB CATEGORIES	WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS														
FIRST/MID LEVEL OFFICIALS and MANAGERS														
PROFESSIONALS														
TECHNICIANS														
SALES WORKERS														
ADMINISTRATIVE SUPPORT WORKERS														
CRAFT WORKERS														
OPERATIVES														
LABORERS & HELPERS														
SERVICE WORKERS														
<b>TOTAL</b>														

FIRMS'S NAME  
 ADDRESS  
 TELEPHONE  
 EMAIL ADDRESS  
 Submitted by: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

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

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Firm or Corporate Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**EXHIBIT D**

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

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

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

\_\_\_\_\_ hereby declares that it is my/our intent to  
**(Bidder)**

perform 100% of the work required for \_\_\_\_\_  
**(ITB/RFP Number)**

\_\_\_\_\_  
**(Description of Work)**

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

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

**AUTHORIZED COMPANY REPRESENTATIVE**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

**ITB/RFP No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

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

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

**1. Firms:**

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

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

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

**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_

**Note:** Attach additional sheets as required

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

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

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

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

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

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.



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

## EXHIBIT H

### FULTON COUNTY FIRST SOURCE JOBS PROGRAM

#### **STATEMENT OF POLICY:**

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

#### **PURPOSE:**

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

#### **MONITORING POLICY:**

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

### FORM 1

**FULTON COUNTY**

**First Source Jobs Program Information**

**Company Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

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

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

**Company Representative:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**FORM 2**

**FULTON COUNTY**  
**First Source Jobs Program Agreement**

Awarded Contractor's Name: \_\_\_\_\_

Formal Contract Name: \_\_\_\_\_

RFP/ITB Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

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

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

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

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

Contractor's Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

**FORM 3**

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**SECTION 7**

**INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Insurance and Risk Management Provisions  
In-mate Medical Services**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Providers. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.

Evidence of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the Contract document(s). Any and all Insurance Coverage(s) s required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Contractor/Provider shall provide a certificate evidencing the following:**

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

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

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

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

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

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<b>4. UMBRELLA LIABILITY</b> (In excess of above noted coverages)	Each Occurrence	\$1,000,000
<b>5. PROFESSIONAL LIABILITY</b> (Medical Malpractice)	Per Claim/Aggregate	\$5,000,000/\$5,000,000

Professional Liability (Medical Malpractice) to be scheduled as underlying coverage, in addition to General Liability, Auto Liability and Employers Liability.

General Liability and Professional Liability (Medical Malpractice) and Umbrella coverage provided on a Claims-made basis, must be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Vendor must purchase and evidence full Extended Reporting Period (ERP) coverage.

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Contract.

The Contractor agrees to name Fulton County as an additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85, its' equivalent or on a blanket basis. This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

**IMPORTANT:**

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

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**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

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

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# FULTON COUNTY

*Vision*  
People Families Neighborhoods

*Mission*  
To serve, protect and govern in concert with local municipalities

*Values*  
People Customer Services  
Ethics Resource Management  
Innovation Equal Opportunity

**CONTRACT DOCUMENTS FOR**

**PROJECT NUMBER**

**PROJECT TITLE**

**For**

**DEPARTMENT NAME**

*Index of Articles*

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

*Exhibits*

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

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

**APPENDICES**

**APPENDIX 1:**

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

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

# CONTRACT AGREEMENT

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

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

## WITNESSETH

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

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

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

## ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];

- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

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

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

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

#### ARTICLE 2. **SEVERABILITY**

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

#### ARTICLE 3. **DESCRIPTION OF PROJECT**

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

#### ARTICLE 4. **SCOPE OF WORK**

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

## ARTICLE 5. DELIVERABLES

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

## ARTICLE 6. SERVICES PROVIDED BY COUNTY

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

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

## ARTICLE 7. MODIFICATIONS

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

## ARTICLE 8. SCHEDULE OF WORK

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

## ARTICLE 9. CONTRACT TERM

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

***[Use this contract term if the contract is a one-time procurement or if the project is in calendar days with no renewal options.]***

Example: The contract will commence as of the date indicated in the Notice to Proceed (NTP) and will terminate as indicated in the contract.

***[Use this contract term if the contract is not funded with General Fund monies (Fund 100) but will include renewal options]***

***[Please check with the department regarding funding, if the funding is grant funding, federal funding and/or capital funds use this term of contract. If the project is funded with General Fund monies (Fund 100), the contract must end December 31<sup>st</sup> of that calendar year and you must use the Multi-Year Contract Term below.]***

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

### **MULTI-YEAR CONTRACT TERM**

***[Use this contract term if the contract is an annual contract with renewal options and funded with General Fund monies (Fund 100).]***

***[Please check with the department regarding funding, if the funding is grant funding, federal funding and/or capital funds the contract does not have to end on December 31<sup>st</sup> of the calendar year, use "Term of Contract" above.]***

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

#### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on [Insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December [Insert year]. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the

County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2015 and shall end no later than the 31<sup>st</sup> day of December, 2015. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2015 and shall end no later than the 31<sup>st</sup> day of December, 2015. [More than two renewal options must be approved by the Purchasing Director] If approved by the County Board of Commissioners, the third Renewal Term shall begin on the 1<sup>st</sup> day of January, 2016 and shall end no later than the 31<sup>st</sup> day of December, 2016. If approved by the County Board of Commissioners, the fourth Renewal Term shall begin on the 1<sup>st</sup> day of January, 2017 and shall end no later than the 31<sup>st</sup> day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

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

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

**d. Same Terms**

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

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

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

#### ARTICLE 10. COMPENSATION

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

The total contract amount for the Project shall not exceed *Insert amount approved by BOC*, which is full payment for a complete scope of work/services.

#### ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

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

#### ARTICLE 12. SUSPENSION OF WORK

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

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

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

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

#### ARTICLE 13. DISPUTES

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

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

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

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

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

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

#### ARTICLE 16. WAIVER OF BREACH

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

#### ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or

construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

#### ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

#### ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

#### ARTICLE 20. **ACCURACY OF WORK**

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

#### ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates,

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

## ARTICLE 22. INDEMNIFICATION

**22.1.1 Professional Services Indemnification.** Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents, from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability arises or results from the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities arising from a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

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

**22.1.2 Non-Professional Services Indemnification.** Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole

negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

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

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

**22.4 Separate Counsel.**

**22.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 6.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

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

**22.5 Survival.** The provisions of this Article 6 will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

## ARTICLE 23. **CONFIDENTIALITY**

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

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

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without

prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

**ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

**ARTICLE 25. COVENANT AGAINST CONTINGENT FEES**

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

**ARTICLE 26. INSURANCE**

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

#### ARTICLE 27. PROHIBITED INTEREST

##### Section 27.01 Conflict of interest:

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

##### Section 27.02 Interest of Public Officials:

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

#### ARTICLE 28. SUBCONTRACTING

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

#### ARTICLE 29. ASSIGNABILITY

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

#### ARTICLE 30. ANTI-KICKBACK CLAUSE

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

### ARTICLE 31. AUDITS AND INSPECTORS

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

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

### ARTICLE 32. ACCOUNTING SYSTEM

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

### ARTICLE 33. VERBAL AGREEMENT

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

### ARTICLE 34. NOTICES

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

Notice to County, shall be addressed as follows:

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Email:

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

**With a copy to:**

Department of Purchasing & Contract Compliance

Director

130 Peachtree Street, S.W. Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: [cecil.moore@fultoncountyga.gov](mailto:cecil.moore@fultoncountyga.gov)

Attention: Cecil S. Moore

Notices to Consultant shall be addressed as follows:

**[Insert Consultant Representative for project]**

**[Insert Consultant Address]**

Telephone:

Email:

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

#### ARTICLE 35. **JURISDICTION**

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

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

#### ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

#### ARTICLE 37. FORCE MAJEURE

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

## ARTICLE 38. OPEN RECORDS ACT

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

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

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

## ARTICLE 40. INVOICING AND PAYMENT

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

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not

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

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

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Email:

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

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

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

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

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

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability

to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. TAXES

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

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

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

#### ARTICLE 43. NON-APPROPRIATION

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

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

termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

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

SAMPLE CONTRACT

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

***[Insert Consultant COMPANY NAME ]***

\_\_\_\_\_  
John H. Eaves, Commission Chair  
Board of Commissioners

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Mark Massey  
Clerk to the Commission (Seal)

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
***[Insert Department Head Name]***  
***[Insert Department Head Title]***

## **ADDENDA**

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

SAMPLE CONTRACT

# **EXHIBIT A**

## **GENERAL CONDITIONS**

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: "Fulton County Purchasing Department Request For Proposal (RFP) General Requirements".

## **EXHIBIT B**

### **SPECIAL CONDITIONS**

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

**No Special Conditions were required for this Project**

**EXHIBIT C**

**SCOPE OF WORK**

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

SAMPLE CONTRACT

## **EXHIBIT D**

# **PROJECT DELIVERABLES**

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

SAMPLE CONTRACT

## PROJECT DELIVERABLES

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SAMPLE CONTRACT

# **EXHIBIT E**

## **COMPENSATION**

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

SAMPLE CONTRACT

## COMPENSATION

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$110,864.00. The detailed costs are provided below:

SAMPLE CONTRACT

# **EXHIBIT F**

## **PURCHASING FORMS**

Instructions for Users: Insert the Purchasing forms submitted by the Consultant. Please contact Purchasing to insure you have the correct forms. Insert forms behind this cover sheet.

**EXHIBIT G**

**OFFICE OF CONTRACT  
COMPLIANCE FORMS**

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

# **EXHIBIT H**

## **INSURANCE AND RISK MANAGEMENT FORMS**

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)

**Cost Proposal Summary**

**SECTION 9  
EXHIBITS**

***The following submittals shall be completed and submitted with each proposal (see table below "Required Proposal Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.***

*Submit one (1) Original proposal and five (5) CD's as required in Section 3.1.2 of the RFP.*

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

**EXHIBIT 2****Cost Proposal Summary**

	Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2	
	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	