REQUEST FOR PROPOSAL 19RFP032219A-CJC

Automated Dispensing Cabinets

For

Fulton County Board Of Health

RFP ISSUANCE DATE: April 26, 2019
RFP DUE DATE AND TIME: Friday, May 31, 2019@ 11:00 A.M.
PRE-PROPOSAL CONFERENCE DATE: Wednesday May 15, 2019 at 10:00A.M.
PURCHASING CONTACT: Charlie Crockett at 404-612-5807
E-MAIL: charlie.crockett@fultoncountyga.gov

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

1.1 PROJECT DESCRIPTION

Fulton County, Georgia (“County”) is seeking a vendor for Automated Dispensing Cabinets/Systems which are decentralized medication distribution systems.

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the Automated Dispensing Cabinets/Systems which are decentralized medication distribution systems.

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

1.2 METHOD OF SOURCE SELECTION

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

1.3 BACKGROUND

Describe the need for the goods or services, the current environment, any historical information that the proposer should be aware of.

Automated dispensing cabinets (ADCs) are decentralized medication distribution systems that provide computer-controlled storage, dispensing, and tracking of medications at the point-of-care in patient care units.

ADCs offer a variety of benefits to the organization and user:
- Provides nurses with increased access to medications in patient care areas to facilitate timely administration of medications
- Ensures locked storage of medications on patient care units and electronically tracks all drugs
- Tracks the stocking and distribution of medications to improve inventory control
- Supports the clinical review of medication orders by a pharmacist prior to administration if the ADCs are interfaced with the pharmacy software
- Can be interfaced with other external databases such as the facility's admission/discharge/transfer system, and billing systems, thereby increasing the efficiency of drug dispensing and billing
- Can be interfaced with barcode technology to automate the drug ordering and restocking process, track dispensing, and if linked with point-of-care bar-coding systems, ensure an electronic match between the prescribed and selected medication.
• Include a short description about your department, its mission, historical background, organizational structure, etc., if applicable.

The Board of Health operates under the core values of integrity, teamwork, innovation, accountability, excellence, data informed decision-making and people focused. According to its mission statement, the Fulton County Board of Health is committed to promoting and protecting the health of individuals, families and communities. This is accomplished through the myriad of services provided: adolescent health and youth development, breast and cervical cancer screenings, children's oral health, family planning, health promotion/community education, HIV testing, linkage, and treatment, home visiting/parents as teachers, immunizations, maternal and child health, PrEP, Ryan White, sexual health clinic – STI/HIV, teen clinic, travel clinic, tuberculosis-TB clinic, vital records, and women, infants, and children (WIC).

• Include a summary of existing/impacting data, systems and/or components, if applicable.

The following systems are being used by the Fulton County Board of Health:
  • EHR/EMR
  • Mitchell and McCormick
  • Finance/Billing/Coding
  • Pharmacy Software e.g. Quick Scrip
  • Cardinal Health

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

ADCs have been recommended as a potential mechanism to increase efficiency as well as reduce medication errors. To date, a small body of evidence has been published regarding the impact of this technology on error rates. Several years ago, Oren et al. conducted a meta-analysis which identified just 7 controlled studies linking ADCs with medication error rates or other secondary endpoints. In general, after ADC implementation, these studies identified:

• A reduction in dispensing error rates when filling ADCs compared to manual filling of traditional unit-dose cassettes
• A reduction in drug administration errors (mostly wrong time errors) and fewer missing doses
• A reduction in drug administration errors on a cardiovascular surgery unit, but an increase in errors on an intensive care unit
• An increase in errors (by more than 30%) in six of seven nursing units evaluated.

With the exception of wrong-time errors, these studies showed mixed results for reducing drug administration errors with ADCs. Similar results were found by a government-funded compilation of evidence related to ADCs. However, many of
these studies were conducted before important software and hardware enhancements were available, such as interfaces between ADCs and pharmacy computers, and cabinets with individually lidded compartments. While few studies clearly link ADC design and use to the error rates, error-reporting programs have uncovered several factors that can influence the ability of ADCs to reduce medication errors.


1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- Increase FCBOH's ability to dispense medications in a secure, easily accessible manner.
- Provide a system that allows for ease of use 90% of operational time.
- Ensure 100% of all medications are controlled, locked and offers credentialed managed environment.
- Improves inventory control by offering ease of stocking, restocking, and removal of medications by 100%.
- Increases efficiency by providing barcode scanning for 100% of medication dispensing functions.
- Improves customer service outcomes by reducing clinic wait times by 75%.
- Ensures data management by offering adverse drug alerts, allergy alert information and clinical alerting/decision support.
- Increases pharmacy efficiency and accuracy by 90% through the consecutive generations of prescription numbers for each medication dispensed at the ADC.
- Offers patient label printing operations at the unit with 90% accuracy.
- Ensures emergency backup power and data management system 100% during normal business hours.
- Capturing 100% of dispensing, usage, and billing information allowing FCBOH to increase billable services.

- Identify any major changes in the way work will be conducted once the project is completed, if any.

- Barcode scanning
- Label printing
- Prescription numbering
- Inventory control
- Record interfacing
- Restocking
1.5 OBTAINING THE RFP

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

1.6 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”.

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on Wednesday, May 15, 2019 at 10:00 A.M., in the Purchasing Bid Conference Room of the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

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

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before Friday, May 31, 2019 at 11:00 A.M., legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing 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.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, Charlie Crockett, CAPA, email charlie.crockett@fultoncountyga.gov or 404-612-5807. Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.
1.11 PROCUREMENT SCHEDULE

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

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>April 26, 2019</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>Wednesday, May 15, 2019@10:00A.M..</td>
</tr>
<tr>
<td>Deadline for Submission of Questions and Requests for Clarification by 2:00P.M.</td>
<td>Friday, May 24, 2019</td>
</tr>
<tr>
<td>Proposal Due Date by 11:00AM</td>
<td>Friday, May 31, 2019</td>
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<td>Tentative Dates for Oral Interviews/Presentations</td>
<td>June 6, 2019</td>
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<tr>
<td>Anticipated Board of Commissioners Meeting Date</td>
<td>June 19, 2019</td>
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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 and for purposes of this RFP, the following terms and acronyms have the following meaning:

<table>
<thead>
<tr>
<th>Acronym or Term</th>
<th>Name or Definitions</th>
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<tbody>
<tr>
<td>Automated dispensing Systems (ADS)</td>
<td>An automated dispensing system is a system of computerized drug storage devices or cabinets that allow medications to be stored and dispensed near the point of care, while controlling and tracking drug distribution. They also are called unit-based cabinets (UBCs), automated dispensing devices (ADDs), automated distribution cabinets (ADCs) or automated dispensing machines (ADMs).</td>
</tr>
<tr>
<td>Bar Code Medication Administration (BCMA)</td>
<td>A control system that uses barcoding to prevent human errors in the administration of prescription medications in health care settings. The goal is to make sure that patients are receiving the correct medications at the correct time by electronically validating and documenting medications. The information encoded in barcodes allows for the comparison of the medication being administered with what was ordered for the patient.</td>
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<tr>
<td>Clinical Information Systems</td>
<td>Computer based system that is designed for collecting, storing, manipulating and making available clinical information important to the healthcare delivery process.</td>
</tr>
<tr>
<td>Computerized Provider Order Entry/Computerized Prescriber Order Entry (CPOE)</td>
<td>A clinical information system that allows clinicians to record patient specific orders (tests, treatments, management plans, and the like) for communication to other patient care team members and to other information systems. Sometimes called provider order entry or practitioner order entry. The computer compares the order against standards for dosing, checks for allergies or interactions with other medications, and warns the physician about potential problems.</td>
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<tr>
<td>Continuity of Care Document (CCD)</td>
<td>An XML-based markup standard intended to specify the encoding, structure and semantics of a patient summary clinical document for exchange. In February of 2007, HL7 and ASTM International (formerly known as American Society for Testing and Materials) announced that CCR and CDA were integrated to create the CCD. Subsequently, the U.S. Healthcare Information Technology Standards Panel endorsed the CCD as one of its standards. HIMSS Continuity of Care Record (CCR) A standard for the creation of electronic summaries of patient health. Its aim is to improve patient care. Healthcare Information</td>
</tr>
<tr>
<td><strong>Cybersecurity</strong></td>
<td>The activity or process, ability or capability, or state whereby information and communications systems and the information contained therein are protected from and/or defended against damage, unauthorized use or modification, or exploitation.</td>
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<tr>
<td><strong>Database</strong></td>
<td>A collection of data in machine readable format organized in order that it can be retrieved or processed automatically by computer. A flat file database is organized like a card file, with many records (cards) each including one or more fields (data items). A relational database is organized as one or more related tables, each containing columns and rows. Data are organized in a database according to a schema or data model; some items are often coded using a clinical coding system.</td>
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<tr>
<td><strong>Electronic Health Record (EHR)</strong></td>
<td>An electronic record of the total health of the patient-going beyond standard clinical data collected in the provider's office and inclusive of a broader view on a patient's care. EHRs are designed to reach out beyond the health organization that originally collects and compiles the information. They are built to share information with other health care providers, such as laboratories and specialists, so they contain information from all the clinicians involved in the patient’s care.</td>
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<tr>
<td><strong>Electronic Medical Record (EMR)</strong></td>
<td>A digital version of the paper charts in a health care organization that contains the medical and treatment history of the patients within this organization.</td>
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<tr>
<td><strong>Electronic Prescribing (E-Prescribing)</strong></td>
<td>A type of computer technology whereby physicians use hand held or personal computer devices to review drug and formulary coverage and to transmit prescriptions to a printer or to a local pharmacy. E-Prescribing software can be integrated into existing clinical information systems to allow physician access to patient-specific information to screen for drug interactions and allergies.</td>
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<tr>
<td><strong>Functionality</strong></td>
<td>The actions (operations), capabilities, and usefulness of something such as a software application.</td>
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<tr>
<td><strong>Health Informatics</strong></td>
<td>The fields of clinical informatics and public health informatics including both applied research and practice</td>
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<tr>
<td><strong>Health Information Exchange (HIE)</strong></td>
<td>The electronic movement of health related information among organizations according to national guidelines.</td>
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<tr>
<td><strong>Health Information Technology (HIT)</strong></td>
<td>The application of information processing involving both computer hardware and software that deals with the storage, retrieval, sharing, and use of health care information, data, and knowledge for communication and decision making. Applications of health IT include the electronic health record (EHR), the personal health record (PHR), computerized provider order entry (CPOE), and clinical decision support (CDS). In addition, health information exchanges (HIEs) are being developed to support sharing of information electronically among health care providers. e-Health tools like Personal Health Apps and Online Communities could also be considered part of the broader health IT world.</td>
</tr>
<tr>
<td><strong>Health Insurance Portability and Accountability Act (HIPAA)</strong></td>
<td>Also known as the &quot;Kennedy-Kassebaum Act (1996),&quot; this U.S. law protects employees' health insurance coverage when they change or lose their jobs (Title I) and provides standards for patient health, administrative and financial data interchange (Title II). The latter also governs the privacy and security of health information records and transactions. HIPAA, developed by the Department of Health and Human Services, took effect in 2001 with compliance required in phases up to 2004.</td>
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<tr>
<td><strong>Health Level Seven International (HL7)</strong></td>
<td>An ANSI-accredited, all-volunteer, not-for-profit organization involved in development of international healthcare standards. HL7, standards developing organization and its members provide a framework for the exchange, integration, sharing, and retrieval of electronic health information. The standards, which support clinical practice and the management, delivery, and evaluation of health services, are the most commonly used in the world. Within the standard, the &quot;7&quot; comes from application layer 7 in the OSI model, which is the highest level where programs talk to each other.</td>
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<tr>
<td><strong>Interface</strong></td>
<td>A boundary across which two independent systems meet and act on or communicate with each other.</td>
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<tr>
<td><strong>Interface Engine</strong></td>
<td>Software that enables many dislike systems to pass information back and forth using a set of defined standards. Interface engines typically perform functions such as: store and forward of messages, message translation, message routing, management tools, alerts and monitoring.</td>
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<tr>
<td><strong>Interoperability</strong></td>
<td>The ability of health information systems to work together within and across organizational boundaries in order to advance the effective delivery of healthcare for individuals and communities.</td>
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<td><strong>Patient Portal</strong></td>
<td>A secure online website that gives patients convenient 24 hour access to personal health information from anywhere within internet connection.</td>
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<tr>
<td><strong>Pharmacy Informatics</strong></td>
<td>An integral discipline within the clinical informatics domain, centered on the effective management and delivery of medication related data, information, and knowledge across systems that support the medication-use process. Also referred to as pharmacoinformatics.</td>
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<tr>
<td><strong>Protected Health Information (PHI)</strong></td>
<td>Information about patients that is protected from inappropriate disclosure under the privacy and security mandates of the Health Insurance Portability and Accountability Act of 1996 and subsequent related legislation.</td>
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<tr>
<td><strong>Safety Assurance Factors for EHR Resilience (SAFER) Guides</strong></td>
<td>Self-assessment booklets designed to help healthcare organizations optimize the safety and safe use of EHRs. Each begins with a checklist that can be used by a multidisciplinary team to assess their organization's level of implementation of each recommended practice. The nine guides include: High Priority Practices, Organizational Responsibilities, Contingency Planning, System Configuration, System Interfaces, Patient Identification, CPOE with Decision Support, Test Results Reporting and Follow-up, and Clinician Communication. Results Reporting and Follow-up, and Clinician Communication.</td>
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<tr>
<td><strong>Usability</strong></td>
<td>The extent to which a product can be used by specified people to achieve specified goals with effectiveness, efficiency and satisfaction</td>
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<td><strong>User Experience</strong></td>
<td>Focuses on having a deep understanding of users, what they need, what they value, their abilities, and also their limitations.</td>
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<tr>
<td><strong>User Interface</strong></td>
<td>The display of computer information and the processes required to view and input information and how users must interact with the computer program.</td>
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<td><strong>Workflow</strong></td>
<td>The series of activities that is necessary to complete a task. Each step has a specific step before it and a specific step after it, with the exception of the first step. In a linear workflow, the first step is usually initiated by an outside event. If the workflow has a loop structure, however, the first step is initiated by the completion of the last step.</td>
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### 2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

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

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

C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

### 2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Friday, May 24, 2019 at 2:00P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.
Requests for clarification or interpretation regarding this RFP shall only be submitted in writing via letter or email to the designated Purchasing Representative:

**Purchasing Representative: Charlie Crockett**  
Email: charlie.crockett@fultoncountyga.gov

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

**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. Each proposal will be reviewed to determine whether it has been submitted in accordance with the proposal requirements. Proposals deemed non-responsive will be rejected from further review and the Offeror will be advised in writing.

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

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

2.8 DISQUALIFICATION OF PROPOSERS

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

2.9 RESERVED RIGHTS

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

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner
provided in the Fulton County 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.

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

2.12 ACCURACY OF RFP AND RELATED DOCUMENTS

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

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

2.13 RESPONSIBILITY OF PROPOSER

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

2.14 CONFIDENTIAL INFORMATION

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

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

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.

- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.

- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County.

- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.

- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

- The County reserves the right to waive any technicalities or irregularities in the Proposals.

- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

- The County may request Proposers to send representatives to the County for interviews and presentations.

- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Proposer.

- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County.

- The County may add to or delete from the Project Scope of Work set forth in this RFP.

- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
• Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

• The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

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

2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.17 TERMINATION OF NEGOTIATIONS

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

2.18 WAGE CLAUSE

Pursuant to 102-413, 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 Program Administrator, Mrs. Tonya King, 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 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 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 NON-COLLUSION

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

2.25 CERTIFICATE OF ACCEPTANCE

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

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

2.26 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(s).

2.27 CERTIFICATION REGARDING DEBARMENT

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

2.28 GENERAL REQUIREMENTS

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

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

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

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

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

4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days’ notice by the County of such defect, damage or deficiency.

5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

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

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

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

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

10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).
SECTION 3 – PROPOSAL REQUIREMENTS

3.1 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.2 FORMAT & PROPOSAL SUBMISSION INSTRUCTIONS

3.2.1 Format: Each proposal will include a technical proposal and a cost proposal prepared in accordance with these instructions.

The Proposal shall consist of a Technical Proposal, 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.

Technical Proposal – Format the proposal with the following labeled sections:

   Section 1 – Executive Summary
   Section 2 – Project Plan, Technical Approach
   Section 3 – Project Team Qualifications/ Qualifications of Key Personnel
   Section 4 – Relevant Project Experience
   Section 5 – Availability of Key Personnel
   Section 6 – Local Preference
   Section 7 – Service Disabled Veterans Preference

Cost Proposal – Submit in a separate sealed envelope.

Submission Instructions: All Proposals, including all attachments, must be received by the County in a sealed package no later than Friday, May 31, 2019 at 11:00 A.M. and shall clearly address all envelopes or packages as follows:
19RFP032219A-CJC, Automated Dispensing Cabinets
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta, GA 30303

3.2.2 Number of Copies: Proposers shall submit the following:
Technical Proposal: One (1) hard copy marked “Original” and one (1) electronic copy on five (5) separate USB Flash Drives in PDF format.

Contract Compliance Exhibits: Two (2) hard copies; one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

Financial Information: Two (2) hard copies; one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

Cost Proposal: Two (2) hard copies; one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.3 SCOPE OF WORK
Identify all the tasks to be performed to reach the stated objective(s). This should include a detailed description of what is to be accomplished.

- Seeking a vendor that provides a new automated dispensing cabinets and maintenance that allows Fulton County Board of Health to upgrade its current medication dispensing system equipment by:
  - Increasing FCBOH’s ability to dispense medications in a secure, easily accessible manner.
  - Providing a system that allows for ease of use 90% of operational time.
  - Ensuring 100% of all medications are controlled, locked and offers credentialed managed environment.
  - Improving inventory control by offering ease of stocking, restocking, and removal of medications by 100%.
  - Increasing efficiency by providing barcode scanning for 100% of medication dispensing functions.
  - Improving customer service outcomes by reducing clinic wait times by 75%.
  - Ensuring accurate data management by offering adverse drug alerts, allergy alert information and clinical alerting/decision support.
  - Increasing pharmacy efficiency and accuracy by 90 % through Prescription RX# capability for patient labels
  - Ensuring emergency backup power and data management system 100% during normal business hours.
  - Capturing 100% of dispensing, usage, and billing information allowing FCBOH to increase billable services.
• Interfacing with virtually any HL7 compliant information system for the exchange, integration, sharing and retrieval of electronic health information.

• List locations where services and/or products will be provided and/or performed?

Fulton County Board of Health locations-
• Fulton County Board of Health, 10 Park Place, Atlanta, GA 30303 – 3 system
• Adamsville Regional Health Center, 3700 Martin Luther King, Jr. Drive, Atlanta, GA 30331 – 2 systems
• Center for Health and Rehabilitation, 265 Boulevard NE, Atlanta, GA 30312 – 1 system
• College Park Regional Health Department, 1920 John Wesley Avenue, College Park, GA 30337 – 1 system
• Neighborhood Union Health Center, 186 Sunset Avenue NW, #186, Atlanta, GA 30314 - 1 system
• North Fulton Regional Health Center, 3155 Royal Drive, Alpharetta, GA 30022 – 1 system
• Oak Hill Child, Family and Adolescent Center, 2805 Metropolitan Parkway SW, Atlanta, GA 30315-1 system

• Identify any customers and end users impacted. Identify the specific individuals, groups or processes whose work will be most affected during and after the project’s execution.

• Those whose work will be most affected during and after the project's execution include: pharmacist(s), clinician(s), pharmacy technicians, and nurses.

• List the key technical and functional requirements/tasks for the project. Highlight those requirements/tasks that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.

   **DESCRIPTION OF SYSTEM**

• Be able to access medications at the cabinet manually in the event of a power outage.
• Have patient profile functionality, which can be cabinet specific and changeable.
• Monitor for expiring medications and be able to remove them from the system.
• Be able to request or communicate the replacement of items using max/min par levels.
• Have the ability for user to return drugs to external secured return bin.
• Have patient safety technology to guide user to the correct
 dispensing bin for accessing meds and restocking.
  
- Be "user friendly" with features that allow user to easily find correct medication bin and deter access to other medications.
  
- Have capability or reporting/monitoring incorrect access.
  
- Have ability for multiple drawer/shelf configurations within the same cabinet "foot print" in order to maximize floor space, utilize vertical space and manage bulk items as well as medications.
  
- Drug access drawers must automatically lock when closed and the time frame must be configurable.
  
- All cabinets must automatically log off user after a defined time period. Time period must be configurable centrally.
  
- If drug storage bin or drawer jams or fails, it does not affect the function of the other bins or drawers.
  
- Describe notification and system response to jammed bins and drawers.
  
- Describe fully the override features for patient profile globally and per drug.
  
- Unlimited number of over-ride list categories.
  
- If drug is profiled, it should become unavailable via the override function.
  
- Have a bar code scanner as safety feature to reduce potential for medication errors with "sound-alike/look-alike" medications, and for issue, return and restocking confirmation.
  
- Meet all the Accreditation standards of "The Joint Commission" on Medication Management & National Patient Safety Goals and Professional standards established "American Society of Health-Systems Pharmacist "on Automated Dispensing Units.
  
- Meet all the Regulatory Requirements of Center of Medicare & Medicaid Services (CMS) on Pharmaceutical Services 42 C.F.R. §482.25.
  
- Meet all the Regulatory Requirements of Centers for Medicare & Medicaid Services (CMS) on Pharmaceutical Services- 42 C.F.R. §482.25.
  
- Be able to alert users (e.g. nursing staff) about drugs with "Black Boxed Warnings" and drugs that are identified by FCBOH as "High Risk Drugs". These warnings must be prominent enough (e.g., flashing red/orange background of the entire screen) to get users attention.
  
- Have ability to assign new providers temporary passwords at the unit-based cabinet with a complete audit trail.
  
- Provide interactive allergy alerts if medication dispensed is not reviewed by a pharmacist (e.g. nursing staff accessing the drug via over-ride function).
  
- Prompt user to refer to patient chart if allergy status of patient is unknown.
  
- Have ability to "pan" other cabinets to allow nurses to view med contents of other cabinets to locate a particular med that may be unavailable in their unit specific cabinet.
• Be capable of supporting biometric authentication such as fingerprinting ID, palm authentication, badge reader recognition, etc.
• Have color touch screen.
• Have FCBOH choice of "drug information database" accessible from the internet at every cabinet location.
• Have the ability to interface with FCBOH's Computerized Provider Order Entry systems (EHR software systems).
• Be able to generate reports beyond 30-days. Allow for three years to data on the live system and be able to send the report to any network printer in FCBOH.
• Be able to "schedule" reports to generate automatically.
• Be able to create customs reports.
• Be able to e-mail or export cabinet or console generated reports in standard, csv, tab delimited or comma delimited format.
• Have single server capability to support cabinet devices at multiple programs/sites.
• Be configurable to prompt user to conduct patient assessments, i.e. pain scale information, blood sugar checks, pulse rates, blood pressure, allergy status, etc. before access is permitted to specific medications.
• Alert or warn user if a medication is being removed from the station outside of the time frame allowed by FCBOH or if the user is attempting to access medication too close to when it was last dispensed.
• Provide a means of editing multiple devices, users, and formulary items in a single event.
• Must have the ability to remove partial quantity of a whole unit, e.g. Multi-dose vial or Bulk Liquid.
• Must be able to see charges directly from the automated dispensing system to FCBOH financial system.
• Be able to integrate with Drug Distributor's "Assist" type of programs. (e.g. Cardinal Assist).
• Have ability to send and receive data via HL7 formatted messages to/from the EHR Pharmacy System. The following data as a minimum, would be sent from EHR: Patient ID, Name, Date of Birth (DOB), dosing, information (must include dose strength, unit, volume), drug allergies (must allow minimum of 1000 characters). The following data, as a minimum, from the automated pharmaceutical dispensing units would be accepted by EHR: Medications, drug, interactions, and other auxiliary messages coming from EHR. The contractor agrees to work with EHR to resolve any difference in HL7 formats and make these interfaces work correctly.
• The system has a current functional interface with EHR Pharmacy Software.
• Any software upgrades must be backward-compatible with previous versions of hardware. All hardware and software must be supported and maintained for a minimum of 10 years.
• System interface must be able to handle error conditions and create log files which shall be maintained for a specified period of time.
• System has nursing feature to extract patient’s medication profile from computer EHR system and prioritize the medications according to nursing sections.
• System to have features to link transactions and activities for tracking, delivering and dispensing of medications.
• System to have remote queue for monitoring of activities.
• Be able to create kits for different procedures.
• Cart must have barcode scanner.
• Cart has medication barcode scanning technology for each drawer to detect medication name and quantity in drawer.

EQUIPMENT AND SOFTWARE
• Processor- Intel® Core 13-4330TE
• Memory- 4GB, database allows retention of data online for 7 – 10 years
• Hard Drive-80GB Solid State Drive
• Operating System – Microsoft Windows 10®
• Battery-built-in battery backup
• Display- 15.0 diagonal active matrix LCD with touch screen modules
• Ethernet
• Keyboard-Keyboard, USB, QWERTY
• Sound
• Printer

Main Server

• Write tasks to be performed in a logical and sequential arrangement of work to the extent possible. Describe the tasks in terms of outcomes expected, such as response time, cleanliness level, equipment up-time and functionality.
• Review the current equipment, software and technology currently being used by FCBOH.
• Analyze the location where the equipment will be placed to ensure there is adequate space for each automated dispensing cabinet.
• Access the electrical outlets and any additional wiring requirements for equipment installation.
• Replace or install the automated dispensing cabinet.
• Provide technical support to begin integration from current automated dispensing cabinet to the new automatic dispensing cabinet.
• Conduct testing for accuracy and reliability of the automatic dispensing unit.
• Begin training of staff on system operation.
• Establish a timeline to bring all equipment to full operational status.
• Provide "real time" customer service support during the first 6 months of installation.

• All tasks should have measureable outcomes/results.

The scope of work should include, but not limited to the following:
• Provide seven automated drug delivery systems as necessary to provide pharmaceuticals at various Fulton County Board of Health locations in the clinics specified herein.
• Responsible for all installation including training a minimum 50 County user(s) and technical support staff in the use and operation of the system as well as providing technical support and maintenance, upgrades, service and labor related expenses for all personnel.
• Service the automated drug delivery system with technicians available 8 to 10 hours a day, 5 days a week.
• Provide automated drug delivery systems that allow adequate tracking, dispensing and return of pharmaceuticals within Fulton County Board of Health.
• Collaborate with the Pharmacy in the medication use and safety process by continuously improving the performance of automated dispensing units.
• Integration of all automated drug delivery systems with the Pharmacy computer software (Mitchell and McCormick and Cost Effective), including a display of each patient's medication profile so that dispensing occurs upon pharmacist's verification.
• Interface capabilities with several existing systems including Mitchell and McCormick system, billing interface with Mitchell and McCormick system and Cost Effective interface.
• An automated drug delivery system that will handle 98% of all medications dispensed at Fulton County Board of Health.
• An automated drug delivery system with the capacity to dispense all Controlled Substances in unit of use form.
• Controlled Substance cabinets and software system for the Inpatient Pharmacy.
• Capability to meet all regulatory and accreditation standards.
• Maintain system uptime of 100%.

• List any publications, manuals, and regulations that the contractor must abide by.

Health Insurance Portability and Accountability Act of 1996
Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
3.4 TECHNICAL SPECIFICATION

EQUIPMENT FOR COMPUTER/CLIENT INSIDE EACH CABINET

- Processor- Intel® Core 13-4330TE
- Memory- 8GB,
- Hard Drive-80GB Solid State Drive
- Operating System - Microsoft Windows 1 O®
- Battery- built-in battery backup
- Display-15.0 diagonal active matrix LCD with touch screen modules
- Ethernet
- Keyboard-Keyboard, USB, QWERTY
- Sound
- Printer

SERVER INFORMATION AND SPECIFICATIONS

Fulton County utilizes virtual technology for all application servers. The basic standards for virtualized servers are shown below. Vendors should indicate in their response there are any issues with the configuration information below, and their system/application.

If The database should be sized to hold 7-10 years of medicine/medical information. Vendors should indicate if their application will not be able to remain functional over that period of time based on the server standards below.

Fulton County Board of Health will engage County’s cabling and networking vendors to insure power/cabling/drops are in place for all locations that are included in this RFP.

Vendors are expected to be able to provide interface to County EHR system (Harris/ Mitchell and McCormick) case management system in order to pass pharmaceutical data into the citizen’s case file.

Fulton County Board of Health is expected to engage their vendor to insure cooperation from the case management vendor.

Standards for Fulton County MS Enterprise Edition Application/ Web Server

1. Operating System
   The standard operating system will be Microsoft Windows Server 2016, but the County will allow Microsoft Windows Server 2012 R2, if the vendor has a viable technical reason do so.

2. CPU
   The standard CPU will be 2(2) quad cores.

3. Memory
   The standard memory (RAM) will be eight gigabytes (8 GB).

4. C Drive (C: Operating System)
   The C Drive will host the Windows operating system. The standard storage allocation will be eighty gigabytes (80GB).
5. **E Drive (E: Applications)**
The E Drive will host the program file directory for all installed applications. In an instance of MSSQL install, the install for the S/W will be here as well as the SQL Server binaries and system database files. The standard storage allocation is twenty gigabytes (50 GB).

Web/ App servers

6. **L Drive (L: Logs)**
The L Drive will host application database logs (log files). The standard storage allocation will be twenty gigabytes (20 GB).

### 3.5 PROJECT DELIVERABLES

List your performance requirements for this work in order of priority. Include any specific due dates, milestones or time frames associated with each.

- Run daily acceptance test, check and adjust equipment during the agreed implementation period.
- Perform a witness validation demonstration of the following:
  - Report generation.
  - Display and data entry template.
  - Execute the menu tree.
  - Display any graphics or demo updates.
  - Demonstrate all specified diagnostics
  - Provide written and signed documentation of tests completion and the units are fully functional.
- Within 60 days of award of the contract, Proposer shall provide all necessary access to software systems.
- Provide the monthly contract management reports within three (3) business days of the end of the reporting period.
- Provide monthly performance monitoring report card within ten (10) business days of the end of the reporting period.
- Provide training on system changes as a result of upgrades or other enhancements within two (2) weeks of the upgrade.
- At least 50% of the system changes must be completed on the date agreed upon by the County and Proposer. Completion dates may be extended with concurrence of the County.

- Are there any specifications or policies that need to be followed?

All applicable Fulton County Government policies.

### 3.6 PROJECT SCHEDULE  NA
3.7 TECHNICAL PROPOSAL FORMAT AND CONTENT

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

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

Section 1 - Executive Summary

1. The executive summary shall include the following information:

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

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

4. 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.

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

Section 2 – Technical Approach

1. Describe what information the Proposer’s should submit in order to demonstrate:

2. Their understanding of the tasks identified in the scope of work.

3. Their plan or approach to accomplish the tasks identified in the scope of work.

4. Their methodology including best practices and benchmarks to be used.

5. Their general and specific capabilities and experience that will enable the Proposer to provide the services required by the County.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.

2. All proposed key personnel must have at least a minimum of five (5) years of work experience in automated dispensing cabinets.

3. The Project Manager must have a minimum of five (5) years of experience in automated dispensing cabinets within the past five (5) years.

4. 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.

**Section 4 – Relevant Project Experience**

A. Prior Experience

Describe the number of years the Proposer has provided the type of work requested by the RFP. Describe specific experience your firm has in completing similar projects.

B. References

Identify three (3) projects where the Proposer has performed projects similar in size and scope with entities comparable to Fulton County within the past three (3) years. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses, e-mail and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Proposers are advised to notify the reference that the County will be contacting them. Evaluation maybe impacted if the County is unable to contact the reference.

**Section 5 - Availability of Key Personnel**

1. Percentage of time key personnel will spend on this project
2. Current workload of key personnel

**Section 6 - Local Preference**

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

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

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:
1. Business having a business location within the geographic boundaries of Fulton County.

The following supporting documentation must be provided:

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

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

The following supporting documentation must be provided:

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

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

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

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

Section 7 – Service Disabled Veterans Preference

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

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

Section 8 – Cost

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

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):
**Lowest cost submitted**  
Each successive cost   \[ X \text{ Points allocated for cost in RFP} = \text{Cost proposal score} \]

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

**Section 9 – Proposer Financial Information**

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

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

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

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

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

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

d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

**Section 10 – Disclosure Form and Questionnaire**

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

**2.2 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 Cost Proposal Forms are provided in Section 9 – Exhibits, Exhibit 2 of this RFP. The Proposer is required to complete all of the Cost Proposal Forms provided.
SECTION 4 – EVALUATION PROCESS

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

4.1 EVALUATION COMMITTEE

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

4.2 EVALUATION AND SELECTION PROCESS

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

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

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

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

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

4.3 RESPONSIVENESS REVIEW

The Respondent shall submit a RFP response that provides all the information required in accordance with this RFP. If the Respondent does not fully comply with these requirements, the County may deem the RFP response non-responsive, in which case the Respondent will be disqualified. The County may consider a RFP response non-responsive and the Respondent disqualified if the RFP response is not submitted in the format specified in this RFP; if the RFP response does not meet the requirements of the RFP or if the RFP response is incomplete. A Responsiveness Checklist is attached as Exhibit 1.
4.4 EVALUATION SELECTION CRITERIA

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Approach to Work/Features and Capabilities</td>
<td>45%</td>
</tr>
<tr>
<td>Qualifications of Key Personnel</td>
<td>10%</td>
</tr>
<tr>
<td>Relevant Project Experience/ Past performance</td>
<td>15%</td>
</tr>
<tr>
<td>Availability of Key Personnel</td>
<td>8%</td>
</tr>
<tr>
<td>Service Disabled Veterans Preference</td>
<td>2%</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>20%</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>

4.5 NOTIFICATION OF SELECTION

Upon completion of the evaluation of RFP responses, the County shall notify the Proposers' in writing of the firm selected.
5.1 PROPOSAL FORMS & DESCRIPTION

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: Georgia Security and Immigration Contractor Affidavit and Agreement

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

FORM B: Georgia Security and Immigration Subcontractor Affidavit

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

FORM C: Disclosure Form and Questionnaire

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

FORM D: Professional License

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

FORM E: Local Preference Affidavit of Bidder/Offeror

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

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

Proposer shall complete and submit Form F, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise (“SVDBE”) by the County’s Office of Contract Compliance.
FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

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

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor] on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*, 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/Basick 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: ___________________________

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1O.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.


19RFP032219A-CJC
Automated Dispensing Cabinets
FORM B: 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.
FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

______________________________________________
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

______________________________________________
Title of Authorized Officer or Agent of Subcontractor

______________________________________________
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This __________ day of ________________________, 20___

__________________________________________________
(Notary Public) (Seal)

Commission Expires: ________________________________ (Date)

3O.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.

Form C: OFFEROR’S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

2. Please describe the general development of said Offeror’s business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.
LITIGATION DISCLOSURE:
Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

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

   (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
   Circle One: YES NO

   (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
   Circle One: YES NO

   (c) whether said Offeror’s business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
   Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?
   Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?
   Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?
   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]
Under penalty or perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _______ day of _______________________, 20__

_______________________________________

(Legal Name of Proponent) (Date)

_______________________________________

(Signature of Authorized Representative) (Date)

_______________________________________

(Title)

Sworn to and subscribed before me,

This _______ day of _______________________, 20__

_______________________________________

(Notary Public) (Seal)

Commission Expires _________________________

(Date)
FORM D: 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 _____ Subcontractor/Sub-Consultant _____

Professional License Type:

Professional License Number:

Expiration Date of License:

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

Signed:

Date:

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

form E: 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.

______________________________  
(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)  

Commission Expires: ____________________________  
(Date)
STATE OF GEORGIA
COUNTY OF FULTON

form F: 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.

___________________
(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) (Seal)

Commission Expires: ________________________________

(Date)
SECTION 6 – CONTRACT COMPLIANCE REQUIREMENTS
SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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

Implementation of Equal Employment Opportunity (EEO) Policy

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the workforce demographics set forth in the 2010 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 Exhibit B, 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 EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

Title VI Non-Discrimination Policy (600-71)

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

DETERMINATION OF GOOD FAITH EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor must demonstrate that they have made all efforts reasonably possible to ensure that 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.

PROMPT PAYMENT

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

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers must submit the following completed documents with their Technical Proposal.

- Exhibit A – Promise of Non-Discrimination
- Exhibit C – Schedule of Intended Subcontractor Utilization

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

- Exhibit B – Equal Employment Opportunity Report (EEOR)
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services (To be submitted only by subcontractor/sub-consultant/suppliers of winning Prime prior to contract execution)
- Exhibit E – Prime Contractor’s Subcontractor Utilization Report (To be submitted monthly with pay applications)

All Contract Compliance documents Exhibits A, C and the EBO Plan are to be placed in a separate sealed envelope clearly marked “CONTRACT COMPLIANCE”. These documents are considered part of and must be submitted with the Technical Proposal.
EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_________________________),

______________________________

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

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

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

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

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

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

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

NAME: ___________________________ TITLE: ___________________________

SIGNATURE: __________________________________________________________

ADDRESS: __________________________________________________________

PHONE NUMBER: ___________________ EMAIL: _________________________
EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>TOTAL</th>
<th>TOTAL</th>
<th>WHITE</th>
<th>BLACK or AFRICAN AMERICAN</th>
<th>HISPANIC or LATINO</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE (AIAN)</th>
<th>ASIAN</th>
<th>NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)</th>
<th>TWO or MORE RACES</th>
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<tbody>
<tr>
<td></td>
<td>EMPLOYED</td>
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<td>(Not Hispanic Origin)</td>
<td>(Not of Hispanic Origin)</td>
<td>or LATINO</td>
<td>or ALASKAN NATIVE (AIAN)</td>
<td>ASIAN</td>
<td>or OTHER PACIFIC ISLANDER (NHOP)</td>
<td>TWO or MORE RACES</td>
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<td>EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS</td>
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<td>FIRST/MID LEVEL OFFICIALS and MANAGERS</td>
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<td>LABORERS &amp; HELPERS</td>
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</tbody>
</table>

FIRM’S NAME: ________________________________

CONTACT NAME: ________________________________

EMAIL: ________________________________ PHONE NUMBER: ________________________________

SUBMITTED BY: ________________________________
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 submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name __________________________________________________________

ITB/RFP Name & Number: _________________________________________________________________

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT□, is□ a minority or female owned and controlled business enterprise. □ African American (AABE)□; Asian American (ABE); □ Hispanic American (HBE); □ Native American (NABE); □ White Female American (WFBE); **If yes, please attach copy of recent certification. (Check the appropriate box/es)

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

JV Partner(s) information:

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Business Name</th>
<th>Business Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a.)</td>
<td>(b.)</td>
<td>(c.)</td>
</tr>
<tr>
<td>% of JV</td>
<td>% of JV</td>
<td>% of JV</td>
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<tr>
<td>Ethnicity</td>
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<td>Gender</td>
<td>Gender</td>
</tr>
<tr>
<td>Phone#</td>
<td>Phone#</td>
<td>Phone#</td>
</tr>
</tbody>
</table>

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

SUBCONTRACTOR NAME:______________________________________________________________
ADDRESS:________________________________________________________________________

EMAIL ADDRESS: __________________________ PHONE: __________________________
CONTACT PERSON: __________________________
ETHNIC GROUP*: __________________________ COUNTY CERTIFIED** ____________________
WORK TO BE PERFORMED: _________________________________________________________
DOLLAR VALUE OF WORK: $______________ PERCENTAGE VALUE: ______ %
SUBCONTRACTOR NAME:__________________________________________________________
ADDRESS:____________________________________________________________________

EMAIL ADDRESS:______________________________________________________________
CONTACT PERSON:________________________________________________________________
ETHNIC GROUP*:_________________________________ COUNTY CERTIFIED**_________
WORK TO BE PERFORMED:_______________________________________________________
DOLLAR VALUE OF WORK: $_______________ PERCENTAGE VALUE:___ %

SUBCONTRACTOR NAME:__________________________________________________________
ADDRESS:____________________________________________________________________

EMAIL ADDRESS:______________________________________________________________
CONTACT PERSON:________________________________________________________________
ETHNIC GROUP*:_________________________________ COUNTY CERTIFIED**_________
WORK TO BE PERFORMED:_______________________________________________________
DOLLAR VALUE OF WORK: $_______________ PERCENTAGE VALUE:___ %

SUBCONTRACTOR NAME:__________________________________________________________
ADDRESS:____________________________________________________________________

EMAIL ADDRESS:______________________________________________________________
CONTACT PERSON:________________________________________________________________
ETHNIC GROUP*:_________________________________ COUNTY CERTIFIED**_________
WORK TO BE PERFORMED:_______________________________________________________
DOLLAR VALUE OF WORK: $_______________ PERCENTAGE VALUE:___ %

SUBCONTRACTOR NAME:__________________________________________________________
ADDRESS:____________________________________________________________________

EMAIL ADDRESS:______________________________________________________________
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: ($)
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: ___________________________

Business 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 subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: ____________________________________________

(Name of Prime Contractor’s Firm)

From: ____________________________________________

(Name of Subcontractor’s Firm)

ITB/RFP Number: __________________________________

Project Name: ____________________________________

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

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Project Commence Date</th>
<th>Project Completion Date</th>
<th>Estimated Dollar Amount</th>
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</tbody>
</table>

__________________________ (Prime Bidder)  ____________________________ (Subcontractor)

Signature__________________________  Signature__________________________

Title____________________________  Title____________________________

Email____________________________  Email____________________________

Date____________________________  Date____________________________
EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report must be submitted by the tenth day of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply shall result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<table>
<thead>
<tr>
<th>REPORTING PERIOD</th>
<th>PROJECT NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM:</td>
<td>PROJECT NUMBER:</td>
</tr>
<tr>
<td>TO:</td>
<td>PROJECT LOCATION:</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR</th>
<th>Contract Award Date</th>
<th>Contract Award Amount</th>
<th>Change Order Amount</th>
<th>Contract Period</th>
<th>% Complete to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
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<tr>
<td>Address:</td>
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<td>Phone #:</td>
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<td>Email:</td>
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AMOUNT OF PAY APPLICATION THIS PERIOD: $ ____________________________
TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD: $ __________________
TOTAL AMOUNT PAID YEAR TO DATE: $ ____________________________

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

<table>
<thead>
<tr>
<th>Name of Sub-Contractor</th>
<th>Description of Work</th>
<th>Contract Amount</th>
<th>Amount Paid To Date</th>
<th>Amount of Pay Application This Period</th>
<th>Contract Period</th>
</tr>
</thead>
<tbody>
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</table>

TOTALS

Executed By: ____________________________  ____________________________
(Signature) (Printed Name)

Notary: ____________________________  Date: ____________________________

My Commission Expires: ____________________________
SECTION 7 – INSURANCE AND RISK MANAGEMENT PROVISIONS
The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the initiation of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

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

   | Employer’s Liability Insurance | BY ACCIDENT - EACH ACCIDENT | $500,000. |
   | Employer’s Liability Insurance | BY DISEASE - POLICY LIMIT | $500,000. |
   | Employer’s Liability Insurance | BY DISEASE - EACH EMPLOYEE | $500,000. |

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

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

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

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

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

Effective 04-30-2019
4. **UMBRELLA LIABILITY**  
(In excess of Auto GL and Employers Liability) Each Occurrence - $2,000,000

**Certificates:**

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

The Contractor/Vendor 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 Government.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), 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 shall be sent to:

Fulton County Government  
Attn: Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

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

Effective 04-30-2019
PROTECTION OF PROPERTY

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

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

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

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:__________________
8.1 FULTON COUNTY CONTRACTUAL REQUIREMENTS – BACKGROUND

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

8.2 CONTRACT TERMS AND CONDITIONS

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

8.3 CONTRACTUAL TERMS AND CONDITIONS – NO MATERIAL CHANGES

8.3.1 Indemnification and Insurance

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

Indemnification

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

Insurance

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

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

8.3.3 Waivers of Jurisdiction and Venue

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

8.3.4 Alternative Dispute Resolution/Mediation

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

8.3.5 Confidentiality

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

8.4 EXCEPTIONS TO THE COUNTY’S CONTRACT

As noted in Section 2, Instructions to Proposers, 2.25, if an Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror’s proposal clearly marked as “Exceptions.”

The County shall be the sole determiner of the acceptability of any exception(s).
SAMPLE CONTRACT

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME
### Index of Articles

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
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<tbody>
<tr>
<td>1.1.1.1.1</td>
<td>CONTRACT DOCUMENTS</td>
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<td>SERVICES PROVIDED BY COUNTY</td>
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<td>MODIFICATIONS/CHANGE ORDERS</td>
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<td>TERMINATION OF AGREEMENT FOR CAUSE</td>
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<td>CONSULTANT’S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</td>
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<td>WAGE CLAUSE</td>
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Exhibits

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

APPENDICES

APPENDIX 1:
CONTRACT AGREEMENT

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

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

WITNESSETH

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

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

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

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

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

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. DESCRIPTION OF PROJECT

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

ARTICLE 4. SCOPE OF WORK

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

ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.
ARTICLE 6. SERVICES PROVIDED BY COUNTY

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

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

ARTICLE 7. MODIFICATIONS

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

ARTICLE 8. SCHEDULE OF WORK

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

ARTICLE 9. CONTRACT TERM

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

OR

MULTI-YEAR CONTRACT TERM

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

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

b. Renewal Terms

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

c. Term Subject to Events of Termination

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

d. Same Terms

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

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

ARTICLE 10. **COMPENSATION**

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

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

**ARTICLE 11. PERSONNEL AND EQUIPMENT**

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

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

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

**ARTICLE 12. SUSPENSION OF WORK**

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

1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
3) Take any other reasonable steps to minimize costs associated with the suspension.
Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

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

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

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

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

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

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

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

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

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

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

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

ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT CONSULTANT

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

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

ARTICLE 20. ACCURACY OF WORK

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

ARTICLE 21. REVIEW OF WORK

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

ARTICLE 22. INDEMNIFICATION

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

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of
Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession. Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

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

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

22.4 Separate Counsel.

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

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

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

ARTICLE 23. CONFIDENTIALITY

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

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

It is further agreed that if any information concerning the Project, its conduct results, or
data gathered or processed should be released by Consultant without prior approval
from County, the release of the same shall constitute grounds for termination of this
Agreement without indemnity to Consultant, but should any such information be released
by County or by Consultant with such prior written approval, the same shall be regarded
as Public information and no longer subject to the restrictions of this Agreement.
ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

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

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 26. INSURANCE

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

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

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

Section 27.02 **Interest of Public Officials:**

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

**ARTICLE 28. SUBCONTRACTING**

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

**ARTICLE 29. ASSIGNABILITY**

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

**ARTICLE 30. ANTI-KICKBACK CLAUSE**

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

**ARTICLE 31. AUDITS AND INSPECTORS**

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

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

ARTICLE 32. ACCOUNTING SYSTEM

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

ARTICLE 33. VERBAL AGREEMENT

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

ARTICLE 34. NOTICES

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

Notice to County, shall be addressed as follows:

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

With a copy to:

Department of Purchasing & Contract Compliance  
Interim Director  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: felicia.strong-whitaker@fultoncountyga.gov  
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:
ARTICLE 35. JURISDICTION

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

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

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE 37. FORCE MAJEURE

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

ARTICLE 38. OPEN RECORDS ACT

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

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

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

**ARTICLE 40. INVOICING AND PAYMENT**

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

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

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**
Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:
Email: Accounts.Payable@fultoncountyga.gov

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

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

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

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

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

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

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

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

ARTICLE 41. TAXES

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

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

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

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

ARTICLE 44. WAGE CLAUSE

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

OWNER: FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Jesse A. Harris
Fulton County Clerk to the Commission

( Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

GENERAL CONDITIONS
EXHIBIT B

SPECIAL CONDITIONS
EXHIBIT C

SCOPE OF WORK
SCOPE OF WORK

The Consultant shall
EXHIBIT D
PROJECT DELIVERABLES
COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed $. The detailed costs are provided below:
EXHIBIT F
PURCHASING FORMS
SECTION 9 – EXHIBITS

Exhibit 1: RFP Responsiveness Checklist
Exhibit 2: Cost Proposal Form(s)
A complete proposal package will consist of the items identified below. Proposers must complete this checklist to confirm the items are included in the proposal, and return this checklist with the proposal package. Place a check mark or “X” next to each item that is being submitted with the proposal. For the proposal to be responsive, all required attachments must be returned.

<table>
<thead>
<tr>
<th>Proposer Requirements</th>
<th>Proposer Completed</th>
<th>County Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. One (1) hard-copy of Proposal marked ‘Original”, and five (5) copies of USB Flashdrive</td>
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<td>☐</td>
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<tr>
<td>2. *Form A: Georgia Security and Immigration Contractor Affidavit(s) and Agreements</td>
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<tr>
<td>*Note: If prime contractor is a joint venture, partnership, or LLC, each member of the entity must submit an affidavit</td>
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<tr>
<td>3. Form B: Georgia Security and Immigration Subcontractor Affidavit(s)</td>
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<td>4. Technical Proposal</td>
<td>☐</td>
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<tr>
<td>5. Cost Proposal (Submitted in a separate sealed envelope)</td>
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<td>☐</td>
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<tr>
<td>6. Financial Information (Submitted in a separate sealed envelope)</td>
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<tr>
<td>7. Acknowledgement of each Addendum</td>
<td>☐</td>
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<tr>
<td>8. Purchasing Forms</td>
<td>☐</td>
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<tr>
<td>- Form C: Disclosure Form &amp; Questionnaire</td>
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<td>- Form D: Professional License (If applicable)</td>
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<tr>
<td>- Form E: Local Preference Affidavit of Bidder/Offeror</td>
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<tr>
<td>- Form F: Service Disabled Veteran Preference Affidavit</td>
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<tr>
<td>9. Contract Compliance Exhibits (Submitted in a separate envelope)</td>
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<tr>
<td>10. Evidence of Insurability, proposer must submit one (1) of the following:</td>
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<tr>
<td>- Letter from insurance carrier</td>
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<tr>
<td>- Certificate of Insurance</td>
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<tr>
<td>- An umbrella policy in excess of required limits for the this project</td>
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### Exhibit 2: Cost Proposal Form

<table>
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<tr>
<th>Location</th>
<th>Number of Machines</th>
<th>Software Configuration/Professional Service</th>
<th>Maintenance</th>
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