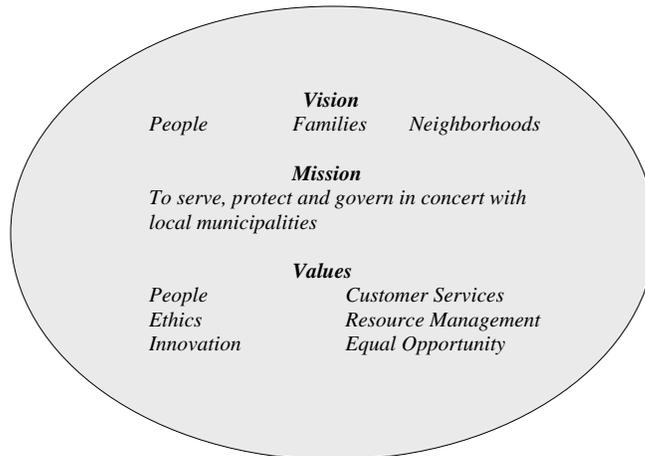




FULTON COUNTY



INVITATION TO BID#: 09ITB70664YB-TR

EXPANDED FAMILY PLANNING SERVICES

For

DEPARTMENT OF HEALTH & WELLNESS

BID DUE DATE AND TIME: Friday, November 20, 2009 @ 11:00 A.M.
BID ISSUANCE DATE: Wednesday, October 21, 2009
PURCHASING CONTACT: Terrence Reese at (404) 612-4215
E-MAIL: terrence.reese@fultoncountyga.gov

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

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INVITATION TO BID
09ITB70664YB-TR EXPANDED FAMILY PLANNING SERVICES - 2010
FULTON COUNTY GOVERNMENT

SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government ("County") invites sealed bids for [09ITB70664YB-TR Expanded Family Planning Services - 2010](#).

1. GENERAL INFORMATION

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.co.fulton.ga.us> under "Bid Opportunities".
- b. **The Bid package consists of the following scope of work:** *To provide an Expansion of Family Planning Services that is not currently being offered within Fulton County Department of Health and Wellness and increase pre-cancerous screening services in individuals who may not otherwise have access in order to reduce unintended pregnancy and sexually transmitted infection and improve maternal health.* The detailed scope of work and technical specifications are outlined in [Section 6](#) of this bid document.
- c. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
- d. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting [Terrence Reese, Assistant Purchasing Agent](#) at (404) 612-4215 or e-mail terrence.reese@fultoncountyga.gov. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Purchasing Department
Attn: [Terrence Reese](#)
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-4201
Fax: (404) 893-1744
Reference Bid #: 09ITB70664YB-TR

2. PRE-BID CONFERENCE *(Not required for this project)*

3. 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".

4. **SITE VISIT:** *Not Required For This Project*

5. **PREPARATION AND SUBMISSION OF BIDS**

Bid forms must be filed in accordance with the following instructions:

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:

1. Bidder's Name/Company Name and Address.
2. Bids shall be addressed to:

Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303-3459

RE: 09ITB70664YB-TR Expanded Family Planning Services - 2010

6. **BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

7. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to **Terrence Reese** no later than 2:00 P.M., **Friday, November 13, 2009**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

8. **REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Bid Form
2. Certification of Acceptance of Bid/Proposal Requirements
3. Corporate or Partnership Certificate
4. Non-Collusion Affidavit of Prime Bidder
5. Non-Collusion Affidavit of Subcontractor
6. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

9. **TERM OF CONTRACT:**

The initial term of contract shall be for (1) year, with two (2) one year renewal options. At the sole discretion of the County and upon approval by the Fulton County Board of Commissioners, the agreement may be renewed for up to two (2) additional one (1) year periods with the same terms and conditions.

10. NO CONTACT PROVISION

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.

11. RIGHT TO REJECT BIDS: The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

12. 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 Code of Laws §2-324, which is incorporated by reference herein.

13. **EXAMINATION OF CONTRACT DOCUMENTS:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
14. **INSURANCE AND RISK MANAGEMENT PROVISIONS:** Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in Section 6 of this bid document. The bidder is required to sign the document and include it with its bid submission.
15. **WAGE CLAUSE:** Pursuant to Fulton County Code section 102-391, 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.
17. **BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
18. **DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
 - 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d) Has adequate personnel and equipment to do the work expeditiously.
 - e) Has suitable financial means to meet obligations incidental to the work.
 - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

19. **NOTICE OF AWARD OF CONTRACT:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the User Department unless earlier terminated pursuant to the termination provisions of the contract.

20. **BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. All other required Contract Documents must be fully completed and executed by the Contractor and submitted to the Owner **on or before** the issuance of the Notice to Proceed.
21. **EXECUTION OF CONTRACT DOCUMENTS:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion. Should the contractor and/or surety fail to execute the documents within the time specified the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

- 22. JOINT VENTURE:** Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

- 23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT:** Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder'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 the General Conditions of the Agreement.

- 24. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton Code section 102-357, the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.

Construction contracts are exempt from the requirements of this section.

25. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
 - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
 - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
 - (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

26. PROFESSIONAL LICENSES *(NON-APPLICABLE)***27. Bid General Requirements**

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

- A. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
- B. All signatures must be executed by person(s) having contracting authority for the Bidder.
- C. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
- D. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
- E. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

- Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.
- F. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

- G. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
- H. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
- I. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
- J. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
- K. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
- L. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
- M. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
- N. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.

- O. Unless clearly shown as “no substitute” or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer’s number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed “alternate”. Fulton County is the sole judge of “exact equivalent”, or “alternate”. The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
- P. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder’s cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County’s Bid number, item name, manufacturer, and the name of the Bidder.
- Q. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
- R. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
- S. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
- T. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers’ warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.

- U. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.

- V. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon delivery of item(s).

- W. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

- X. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.

- Y. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
- Z. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
- AA. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.
- BB. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
- CC. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
- DD. Bids 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:
- a. Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

- EE. In the evaluation of the Bids, any award will be subject to the Bid being:
- a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - b. Lowest cost to the County over projected useful life.
 - c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
- FF. 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.
- GG. 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). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
- HH. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
- II. 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.

- JJ. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.

- KK. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

END OF SECTION

The following submittals shall be completed and submitted with each bid:

(See table below “**Required Bid Submittal Check List**”)

Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive. Submit one (1) Original bid, signed and dated and five (5) **complete** copies on CD of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	Bid Form - submittal shall show amounts for both Base Bid and Alternate and shall be signed and sealed by the bidder. All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.	
2	Acknowledgement of each Addendum	
3	Bid Bond (<i>Not required for this project</i>)	
4	Purchasing Forms: Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Georgia Professional Licenses Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H - Georgia Security and Immigration Subcontractor Affidavit	
5	Office of Contract Compliance Requirements: Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
6	<i>Risk Management Insurance Provisions Form</i>	
7	<i>Any additional requirements that the User Department would like to include should be added to this check list.</i>	

SECTION 2**BID FORM****09ITB70664YB-TR EXPANDED FAMILY PLANNING SERVICES - 2010**

Submitted _____, 2009

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on or before a date to be specified in the written "Notice to Proceed" from the County and to fully complete the project within the time limits identified in the owner-contractor agreement.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

SECTION 3

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Georgia Professional License Certifications (*if applicable*)
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Declaration of Employee-Number Categories
- Form G: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form H: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2009

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(s) To _____, And/Or Appendices _____ To _____, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

Authority to suspend:

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

Causes for Suspension, the causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (2) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (3) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (4) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (5) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2009

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: 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;
 - (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
 - (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 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.

2. Have you or any member of your firm or team to be assigned to this engagement 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 ever 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 of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2009

(Legal Name of Proponent)

(Date)

(Signature of Authorized Representative)

(Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 2009

(Notary Public)

(Seal)

Commission Expires: _____

(Date)

FORM F: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your company:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

Company Name: _____

I certify that the above classification is true and correct.

Signed: _____

Printed: _____

Title: _____

Date: _____

**FORM G: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT****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 provided. The affidavit should be executed by Contractors who have indicated on Form F, Declaration of Employee-Number Categories, that they have 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: 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* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract 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 _____, 2009

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

***AS OF THE EFFECTIVE DATE OF O.C.G.A. 13-10-91, THE APPLICABLE FEDERAL WORK AUTHORIZATION PROGRAM IS THE "EEV/BASIC PILOT PROGRAM" OPERATED BY THE U.S. CITIZENSHIP AND IMMIGRATION SERVICES BUREAU OF THE U.S. DEPARTMENT OF HOMELAND SECURITY, IN CONJUNCTION WITH THE SOCIAL SECURITY ADMINISTRATION (SSA).**

**FORM H: 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.

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: 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]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], 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 Subcontract 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 _____, 2009

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

***AS OF THE EFFECTIVE DATE OF O.C.G.A. 13-10-91, THE APPLICABLE FEDERAL WORK AUTHORIZATION PROGRAM IS THE "EEV/BASIC PILOT PROGRAM" OPERATED BY THE U.S. CITIZENSHIP AND IMMIGRATION SERVICES BUREAU OF THE U.S. DEPARTMENT OF HOMELAND SECURITY, IN CONJUNCTION WITH THE SOCIAL SECURITY ADMINISTRATION (SSA).**

SECTION 4

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: 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. 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 seeking to obtain contracts with Fulton County.

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

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

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

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) 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 payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

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

- **Exhibit A** - Promise of Non-Discrimination
- **Exhibit B** - Employment Report
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** - This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

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

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

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/WE (_____),
Name

Title Firm Name

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

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

Signature: _____

Address: _____

Telephone Number: _____

EXHIBIT B - EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

Firm's Name: _____

Address: _____

Telephone Number: _____

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s): _____

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

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

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

Subcontractor Name: _____

Address: _____

Phone: _____

Contact Person: _____

Ethnic Group*: _____ County Certified** _____

Work To Be Performed: _____

Dollar Value of Work: \$ _____ Percentage Value: _____ %

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid 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 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 knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____ Signature _____

Title _____ Title _____

Date _____ Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____ Hereby declares that it is my/our intent to
(Bidder)

Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

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

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

Authorized Company Representative

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No.: _____

Project Name: _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____

Street Address: _____

City/State/Zip: _____

County: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

City/State/Zip: _____

County: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

City/State/Zip: _____

County: _____

Nature of Business: _____

Name of Joint Venture (If Applicable): _____

Office Address: _____

Principal Office: _____

Office Phone: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing:____

12. The authority of each joint venturer to commit or obligate the other:_____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

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

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

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

We do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that we are authorized, on behalf of the above firms, to make this affidavit and grant the above privilege.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 2009, before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT G - PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing 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 to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
 (Signature)

 (Printed Name)

END OF SECTION NO. 5

SECTION 5**INSURANCE AND RISK MANAGEMENT PROVISIONS
GOODS AND ANCILLARY SERVICES**

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 Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be received by Fulton County Government prior to the start of any activities/services as described in the bid. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:**1. Workers Compensation/Employer's Liability Insurance - Statutory**

(In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	by Accident	-	Each Accident	\$1,000,000
Employer's Liability Insurance	by Disease	-	Policy Limit	\$1,000,000
Employer's Liability Insurance	by Disease	-	Each Employee	\$1,000,000

2. Commercial General Liability Insurance (Including contractual Liability Insurance)

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

3. Business Automobile Liability Insurance

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

4. Umbrella Liability

(In excess of above noted coverage's)	Each Occurrence	-	\$5,000,000
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5. Fidelity Bond And Crime

(Employee Dishonesty)	(Theft)	Each Occurrence	-	\$100,000
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Above to include 3rd Party Coverage

Certificates:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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 should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

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

Important:

It is understood that insurance in no way limits the Liability of the Contractor/Vendor.

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

Contractor 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.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, 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.

Contractor/Vendor further agrees to protect, defend, 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 Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

Fulton County acknowledges that all provisions of this indemnity agreement may not be applicable to the contractor/vendor’s business. To the extent that contractor/vendor may demonstrate such no applicability, Fulton County may negotiate amendments to this agreement as the circumstances dictate.

Contractor/vendor acknowledges having read, understanding, and agreeing to comply with this indemnification and hold harmless agreement, and the representative of the contractor/vendor identified below is authorized to sign contracts on behalf of the responding contractor/vendor.

Company: _____ Signature: _____

Name: _____ Title: _____ Date: _____

SECTION 6

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

PURPOSE: To provide an **Expansion of Family Planning Services** that is not currently being offered within Fulton County Department of Health and Wellness and increase pre-cancerous screening services in individuals who may not otherwise have access in order to reduce unintended pregnancy and sexually transmitted infection and improve maternal health.

RATIONALE: Early access to education and preventive health services during the reproductive cycle plays an important role in the client's overall health. These services include maximizing maternal wellbeing which reduces unintended pregnancy and sexually transmitted infections maternal, fetal and infant morbidity and mortality and improves birth outcomes.

PUBLIC HEALTH PRIORITY FOCUS AND RELATED PERFORMANCE MEASURES:

National Performance Measures:

- The birth rate (per 1,000) for teenagers aged 15 through 17 years.
- The percent of infants born to pregnant women who received prenatal care beginning in the first trimester.

State Performance Measures:

- The percent of women of reproductive age served in Family Planning Title X clinics who received counseling on preventive folic acid supplementation (benchmark 80%).
- The percent of repeat births among Adolescents aged 15-17-years-old.

Improve Healthy Behaviors:

- The percentage of women who smoked in the last three months of pregnancy.

Key Performance Indicators

Family Planning

- % of clients enrolled in the Family Planning program, who received preconception health counseling during the fiscal year (**benchmark 80%**).
- % of women in need (WIN per Guttmacher) served by Family Planning clinics supported by Title X funds. (**Benchmark 90 %**).

- % of unduplicated female clients aged 29 years and under, served in Family Planning clinics that were screened for Chlamydia in a fiscal year (**Benchmark 95%**).
- % increase in the number of clients served (**Benchmark 5% increase**), for Family Planning Non-traditional sites.
- Number of unduplicated users served by district in a fiscal year.
- Wait times of two (2) weeks or less for initial Family Planning visit at Family Planning clinics supported by Title X funds.

TRAINING AND TECHNICAL ASSISTANCE: The [State Office](#) will monitor program performances via scheduled site visits and/or review of programmatic reports. The [State Office](#) will also provide district program staff with feedback on programmatic statistical data as well as training and technical assistance on issues related to program development, implementation and evaluation, as well as program compliance. Staff will attend annual Family Planning updates during FCDHW nursing in-service and all VICS trainings related to family planning services offered through the [State Office](#).

FAMILY PLANNING PROGRAMS/ FAMILY PLANNING POSITIONS REALIGNMENT

1. The target population for these funds shall be individuals who wish to determine the number and spacing of their children.

Comply **Yes** _____ **No** _____

2. Funds will be used to provide comprehensive **Family Planning Services** and **cannot** be used to supplement local funds.

Comply **Yes** _____ **No** _____

3. A broad range of acceptable and medically approved contraceptive methods must be made available either directly or through a formalized arrangement which addresses provisions of services and reimbursement of costs as appropriate.

Comply **Yes** _____ **No** _____

4. Family Planning Medicaid and fee for service money may be used within the program without state approval, but **must** be evidenced within the county budget.

Comply **Yes** _____ **No** _____

5. Income from Family Planning patient fees collected **must** be shown within the Family Planning budget.

Comply Yes _____ No _____

6. Personnel funds **must** support only personnel whose duties and responsibilities reflect support of family planning program activities.

Comply Yes _____ No _____

FUNDING RESTRICTIONS

- None of the funds appropriated under these agreements **shall** be used in programs where abortion is performed.
- The program **must** have prior approval from the State Office for equipment purchases.
- **Programs will participate as needed and as appropriate** in the Title V 5-year needs assessment and other Family Health Branch planning processes.
- Administrative costs may not be charged to this program unless a cost allocation plan has been approved by the Program Director and Office of Financial Services.
- Program funds not utilized by the end of the fiscal year **must be** returned to the State Office.

FAMILY PLANNING SERVICES/FAMILY PLANNING- POSITION REALIGNMENT:

- Title X-State Family Planning funds may be used for:
 - a) Contraceptive supplies.
 - b) Clinic supplies to support the Family Planning program.
 - c) Other supply items that support the provision of family planning services to clients.
- Family Planning Medicaid and patient fee for service money may be used within the program without state approval, but must be evidenced within the county budget.
 - a) Activities that target teens **must** be coordinated with the District's Youth Development Coordinator.
 - b) Personnel funded by these funds **will not** bill Medicaid for services.
 - c) There **cannot** be an interagency agreement using these funds.
 - d) Funds support outreach staff and operating.

- Family Planning sites **must** provide methods of contraception approved by the Federal Food and Drug Administration (e.g., Diaphragm, IUD, Combined Hormonal, Progestin-only (oral and injections), Emergency Contraception, as well as Fertility Awareness Counseling. Sterilization by referral **must** be provided if funds are available.
- The district **must** utilize, at a minimum, a Nurse Practitioner to provide leadership, and clinical support to the expanded role nurses in the Family Planning program.
- Pharmaceuticals **must** be maintained in accordance with Federal and State laws relating to security and record keeping of drugs and devices. The inventory, supply and provisions of pharmaceuticals **must** be conducted in accordance with state pharmacy laws and professional practice regulations.

DELIVERABLES

1. Provide Comprehensive Family Planning Services to women and men of reproductive age as required by the Federal ***Title X Program Guidelines for Project Grants for Family Planning Services.***
2. At least 90% of clients served **must** be living at or below 150% of the Federal Poverty Guidelines.
3. All clients **must** receive appropriate preventive health screenings as required by Program Guidelines for Project Grants for Family Planning Services.
4. Women's Health Coordinator will attend all coordinators' meetings with state staff.
5. Provide Contraceptive Methods to women in need based on a sliding fee system as outlined in the Federal ***Title X Program Guidelines fro Project Grants for Family Planning Services.***
6. Submit an Annual District Family Planning Program Work Plan for approval by June 1, of each year.
7. Recipients of Family Planning funds **must** participate in cost containment measures including but not limited to centralize purchasing of contraceptive supplies.
8. Submit a monthly Contraceptive Supply Inventory Report

REPORTING REQUIREMENTS: Programmatic reports and work plans will be submitted through the DHR-IT data system quarterly, see attached, to be received by the 15th day of the month following the end of each quarter (1st -Oct.15), (2nd –Jan. 15), (3rd -Apr.15), (4th July-15). Reports for GIA Programs 036 & 305 are part of the Family Planning Quarterly Report.

- Monthly data transmission of family planning services will be inputted in to the state's data base electronically by the 5th of each month.
- The District Office **must** be able to provide county level data if requested by the State Office.

PROGRAMMATIC/STATISTICAL REPORTS FOR ALL FAMILY PLANNING PROGRAMS AND SUPPLIES TO BE MAILED DIRECTLY TO:

Sean Johnson

Office of Birth Outcomes/Women's Health Services

2 Peachtree Street, N.W., 11th floor, Suite 486

Georgia Division of Public Health

Atlanta, GA 30303

(404) 463-3476

(404) 657-3152

E-mail: sjohnson@dhr.state.ga.us

and:

Debra DeWitt

Fulton County Department of Health and Wellness

Women's Health Coordinator, District 3-2

265 Boulevard, 4th floor

The Center for Health and Rehabilitation

Atlanta, Georgia 30312

County Cell 404-906-4348

E-Fax: 404-893-6293

E-mail: debra.dewitt@fultoncountyga.gov

GEORGIA FAMILY PLANNING PROGRAM & MEDICAID REQUIREMENTS

CPT CODES	COMPONENTS	INITIAL VISIT TITLE X	INITIAL VISIT MEDICAID	ANNUAL VISIT TITLE X	ANNUAL VISIT MEDICAID
99204 (Initial)	Complete medical history	X	X	X	X
	Complete physical examination	X ¹	X	X	X
-or- 99215 (Annual)	Includes height; weight; blood pressure; examination of the thyroid, heart, lungs, breasts, abdomen and extremities; pelvic including Vulvar Exam, bimanual and rectal if indicated	X	X	X	X
		X	X	X	X
		X	X	X	X
LAB WORK (performed on site)					
36416	Finger stick to collect specimen	X ²	X	X ²	X
85018	Hemoglobin				
85013	Hematocrit				
81002	Urine dipstick– sugar and protein	X ²	X	X ²	X
82270	Fecal occult blood test \geq age 50	X		X	
82947	Blood glucose	X ²	X ²	X ²	X ²
LAB TESTS (sent to outside lab)					
36415	Venipuncture to collect specimen				
99000	Pap Smear	X ³	X ³	X ³	X ³
99000	Serological test for syphilis	X ²	X ²	X ²	X ²
99000	GC/Chlamydia test	X ⁴	X ⁴	X ⁴	X ⁴
99000	HIV test offered	X	X	X	X
99000	Lipid Level	X ²	X ²	X ²	X ²
99401	COUNSELING				
	Informed consent	X ⁵	X ⁵	X ⁵	X ⁵
	Method specific informed consent	X ⁵	X ⁵	X ⁵	X ⁵
	Breast self exam	X	X	X	X
	HIV/STD risk assessment & risk reduction	X	X	X	X
	Preconception health	X ²	X ²	X ²	X ²
	Sterilization	X ⁶	X ⁶	X ⁶	X ⁶
TEENS (ADOLESCENTS) ONLY					
	Parental involvement	X	X	X	X
	Ways to resist sexual coercion	X	X	X	X
	Abstinence counseling	X	X	X	X

X = Required

July 2009

- 1 See Nurse Protocol for Women's Health for deferral requirements for PE and lab.
- 2 If indicated based on client history, symptoms or the professional's judgment or if required in the provision on contraceptive method.
- 3 If indicated based on screening criteria from American Cancer Society Guidelines 2009. Screening should be done every year with the regular Pap test or every 2 years using the newer liquid-based Pap test. Beginning at age 30, women who have had 3 normal Pap test results in a row may be tested less often – every 2 to 3 years. Either the conventional (regular) Pap test or the liquid-based Pap test can be used.

- 4 Age 29 and under per DHR guidelines & if medically indicated by history or exam.
- 5 Counseling/education on all methods required on initial visit to make informed consent. Method specific consent required at initiation of prescriptive method or when there is a major in health history.
- 6 Per Title X Guidelines, if client requests referral for sterilization.

SECTION 8 ATTACHMENTS

ATTACHMENT D

INSTRUCTIONS FOR COMPLETING FAMILY PLANNING QUARTERLY REPORTS

Reports must be received at the state office by mail, e-mail or fax no later than the following dates:

Report for 1st quarter (July-September) by **October 15**

Report for 2nd quarter (October-December) by **January 15**

Report for 3rd quarter (January-March) by **April 15**

Report for 4th quarter (April-June) by **July 15**

- Use the attached cover memorandum for reports.
- Submit only 1 copy of the report.
- Submit only 1 report for the district. Do not submit individual county reports.

Sterilization Report

- Complete the attached form.
- List only sterilizations paid for with district (49-9) family planning medical benefits. Do not list sterilizations paid for with state funds.
- List all sterilizations paid for by the district on one form.
- If no sterilizations were paid for, indicate write "None" on the top line of the form.

Community Participation/Materials Review Committee Report

- Complete the attached form.
- The report is cumulative with all quarters reported on one form. Include meeting minutes if meeting occurred. Minutes should include information on any client educational materials reviewed and outcome of review. If no meetings were held, indicate with "None."

Family Planning Programs

- Complete the attached form.
- Report on drugs and supplies must contain the following information: District Name, Program Code, Report Date Range, Purchase Date Of Item, Vendor, Item Name, Description/Strength, Unit (box, case, each, etc.), # of units, unit price, total cost.

Family Planning Program Community Education & Program Promotion Report

- Complete the attached form.
- Submit only one copy of report for district. Do not submit individual county reports.

Keep the Following Reports on File at the District – Do Not Send to the State

- Quality Assurance Report. See attached form.
- Natural Family Planning Report. See attached form.

ATTACHMENT D CONTINUED

MEMORANDUM:

TO: Sean Johnson
Office of Women's Health
Georgia Division of Public Health
2 Peachtree Street, N.W., 11-486
Atlanta, GA 30303

FROM:

DATE:

RE: Family Planning Quarterly Report for District _____
For _____ Quarter

Attached are the following reports:

- _____ Sterilization Report
- _____ All clients age 21 or over when consent was signed
- _____ Procedures met time limits (no less than 31 or more than 180 days)
- _____ Community Participation/Materials Review Committee Report
- _____ Drug Report
- _____ Family Planning Program Community Education & Program Promotion Report
- _____ Non-Traditional Site Reports (Augusta, Columbus)

The following reports have been completed and are on file in the district health office:

- _____ Quality Assurance Report (do not send report)
- _____ Natural Family Planning/Fertility Awareness Report (do not send report)

ATTACHMENT D CONTINUED

PUBLIC HEALTH SERVICE STERILIZATION RECORD

(For monitoring and auditing sterilizations subject to Federal Regulation 42 CFR 60.201 et seq)

Reporting Period: _____ (from date to date, e.g.,
1st Qtr, 2nd Qtr)

Program/Project Identification					city and state					
<i>Insert Name of Organization & Address Information</i>										
Patient Identification (1) (Do not use name or SS Number)	Date of Birth (2)	Date Consent Signed (3)	Date of Procedure (4)	Sex of Patient (5)	Circumstances of Sterilization (check appropriate block) (6)			Race/Ethnicity (7)	Interpreter (8)	Source(s) of Payment (9)
					Normal	Emergency Abdominal Surgery	Premature Delivery			
None										

(10) Total number of hysterectomies performed or arranged for _____

To the best of my knowledge the data reported above accurately represent the sterilization activities during the time specified.

Women's Health Coordinator

Date

ATTACHMENT D CONTINUED

District:

Date:

Community Participation/Materials Review Committee

CATEGORIES	MEMBERSHIP	NUMBER IN ATTENDANCE AT MEETINGS			
		1 ST QUARTER	2 ND QUARTER	3 RD QUARTER	4 TH QUARTER
	Number				
Providers					
Consumers					
Community Members (list)					

Attach meeting minutes. Minutes should include information on any client educational materials reviewed and the outcome of the review.

ATTACHMENT D *CONTINUED*

FAMILY PLANNING SITES REPORTS

District:

Date:

1. Drugs/Supplies
Attach report on drugs and supplies. See Instructions for Completing Family Planning Quarterly Reports.
2. Describe quality improvement activities **regarding drug dispensing procedures**, i.e., inventory, lot numbers, expiration dates, etc.

ATTACHMENT D CONTINUED

District:

Date:

1. Hot topics / Concerns that we should be aware of?

2. Cicatelli Training / Technical Assistance (TA) needs?

3. What is the current wait time for an appointment to initiate contraception?

a) Longest wait time at any of your clinic sites _____

b) Shortest wait time at any of your clinic sites _____

4. How many clinic sites offer walk-in services for Family Planning?

ATTACHMENT D CONTINUED

District:

Date:

QUALITY ASSURANCE REPORT

FISCAL YEAR BEGINNING 7/1/2009 and ending 6/30/2010

DISTRICT/AGENCY: _____ *(Insert name of agency)*

	Annual Objectives	First Qtr.	Second Qtr.	Third Qtr.	Fourth Qtr.	Annual Total	Comments/ explanations
<p>Clinic Operations (Section XI) Number of Clinic Operation Reviews Conducted (Please attach copy of each)</p>							
<p>Peer Review (Section IX) Number of Nurse Practitioner reviews conducted Number of expanded role nurse reviews conducted</p>							
<p>Medical Record Audits Number of sites in which Family Planning Medical Record Audits were conducted. Number of records audited.</p>							
<p>Patient Satisfaction Surveys (Section III) a. Number of sites in which surveys were conducted.</p>							

V. Other District Objectives							
VI. Please list below any additional objectives you included in your district family planning plan and indicate quarterly progress toward meeting each objective:							

KEEP AT THE DISTRICT OFFICE

DO NOT SEND TO STATE OFFICE

EXPANDED FAMILY PLANNING SERVICES

ATTACHMENT D CONTINUED

NATURAL FAMILY PLANNING (NFP) / FERTILITY AWARENESS REPORT

RECORD OF TIME SPENT ON NFP RELATED ACTIVITIES

Report should include a brief description of any activity conducted related to NFP/Fertility Awareness (e.g., letters, phone calls, teaching classes, client counseling). Include number of clients in each session and who conducted training.

C= Case Manager

FAI= Fertility Awareness Instruction

Date	Description of Activity (# of clients if applicable)	Amount of Time	Case Manger / Trainer

KEEP AT THE DISTRICT OFFICE

DO NOT SEND TO STATE OFFICE

EXPANDED FAMILY PLANNING SERVICES

ATTACHMENT J

District X FP Inventory		Begin Date _____ to End Date _____
Health Dept(s)	Ending Inventory	Total Dispensed
County _____		
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		
County _____	Ending Inv.	Tot. Disp by Product
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		
County _____	Ending Inv.	Tot. Disp by Product
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		

EXPANDED FAMILY PLANNING SERVICES

County	Ending Inv.	Tot. Disp by Product
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		
County	Ending Inv.	Tot. Disp by Product
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		
County	Ending Inv.	Tot. Disp by Product
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		

EXPANDED FAMILY PLANNING SERVICES

County _____	Ending Inv.	Tot. Disp by Product
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		
County _____	Ending Inv.	Tot. Disp by Product
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		
County _____	Ending Inv.	Tot. Disp by Product
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		

EXPANDED FAMILY PLANNING SERVICES

County _____	Ending Inv.	Tot. Disp by Product
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		
County _____	Ending Inv.	Tot. Disp by Product
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		
County _____	Ending Inv.	Tot. Disp by Product
Depo-Provera		
Lo-Ovral		
Ortho-Cyclen		
Ortho-Micronor		
Ortho-Tri-Cyclen		
Ortho-Tri-Cyclen LO		
Paragard IUD's		
Plan B		
Condoms		

EXPANDED FAMILY PLANNING SERVICES

County _____	Ending Inv.	Tot. Disp by Product	
Depo-Provera			
Lo-Ovral			
Ortho-Cyclen			
Ortho-Micronor			
Ortho-Tri-Cyclen			
Ortho-Tri-Cyclen LO			
Paragard IUD's			
Plan B			
Condoms			
District	Ending Inv.	Tot. Disp by Product	
Depo-Provera			
Lo-Ovral			
Ortho-Cyclen			
Ortho-Micronor			
Ortho-Tri-Cyclen			
Ortho-Tri-Cyclen LO			
Paragard IUD's			
Plan B			
Condoms			
Total for District _____	County Ending Inventory	District Total Dispensed By Product for April	Inv. Amount(s) in District 2
Depo-Provera	0	0	0
Lo-Ovral	0	0	0
Ortho-Cyclen	0	0	0
Ortho-Micronor	0	0	0
Ortho-Tri-Cyclen	0	0	0
Ortho-Tri-Cyclen LO	0	0	0
Paragard IUD's	0	0	0
Plan B	0	0	0
Condoms	0	0	0

This form may be substituted with an electronic report from systems such as M & M if it provides the same data