FULTON COUNTY, GEORGIA
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NUMBER 05RFP107YA
PSYCHIATRIC/PHYSICIAN SERVICES
FOR
FULTON COUNTY DEPARTMENT
OF
MENTAL HEALTH, DEVELOPMENTAL DISABILITIES AND
ADDICTIVE DISEASES

DUE DATE: JANUARY 27, 2005 11:00 AM LOCAL TIME

PLACE: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, SW, SUITE 1168
ATLANTA, GEORGIA 30303
NO-RESPONSE VENDOR QUESTIONNAIRE

NOTE TO VENDOR:

PLEASE RESPOND TO THE ATTACHED BID, EVEN IF YOUR COMPANY'S RESPONSE IS A "NO-RESPONSE". COMPLETION OF THIS FORM IS NOT REQUIRED, IT IS OPTIONAL. WE ARE VERY INTERESTED IN ENSURING THAT OUR PROPOSALS ARE NON-RESTRICTIVE AND THAT NO PROPOSER IS ELIMINATED ARBITRARILY. IT IS THE COUNTY'S INTENT TO ABOLISH ANY AND ALL BARRIERS TO ITS' PROCUREMENT PROCESS WHICH PREVENTS INTERESTED AND QUALIFIED PROPOSERS FROM PARTICIPATING.

SHOULD YOU RESPOND WITH A “RESPONSE”, PLEASE EXPLAIN WHY.

EXAMPLES ARE:

(1) OUR COMPANY CANNOT MEET THESE SPECIFICATIONS BECAUSE YOU REQUIRE:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

(2) OUR COMPANY CANNOT SUBMIT A PROPOSAL ON THIS PRODUCT OR SERVICE BECAUSE:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

(3) OTHER:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

YOUR RESPONSE WILL BE GIVEN CAREFUL CONSIDERATION AND INCLUDED IN THE PROPOSAL FILE WITH OTHER VENDOR COMMENTS. IF IT APPEARS, FROM THE FEEDBACK RECEIVED, THAT THE SPECIFICATIONS ARE RESTRICTIVE YOUR INPUT WILL HELP THE COUNTY MAKE THE NECESSARY CHANGES SO THAT A GREATER NUMBER OF INTERESTED PROPOSERS ARE INCLUDED. YOUR INPUT IS NEEDED, IT WILL MAKE A DIFFERENCE!

INTRODUCTION
Fulton County Purchasing Department is requesting proposals from qualified companies to provide psychiatric and physician services in support of the Mental Health, Developmental Disabilities and Addictive Diseases Department from date of award and continuing through one year later, with option provisions to renew the contract for three additional one-year periods.

A. PROJECT NAME AND IDENTIFICATION NUMBER

The project name for which this proposal is being requested is Psychiatric/Physician Services for Fulton County Department of Mental Health, Developmental Disabilities and Addictive Diseases (MH/DD/AD). The Proposal Number is 05RFP107YA

B. DESCRIPTION OF PROJECT

MH/DD/AD is a governmental unit of Fulton County, a political subdivision of the State of Georgia. MH/DD/AD serves the entire jurisdiction of Fulton County, Georgia (est. pop. 850,000) including metropolitan Atlanta and the surrounding region consisting of urban, suburban and rural areas. Consumers of services annually total approximately 6,000 (duplicated) children, adolescents, adults and families. The current static census is comprised of 2400 adult mentally ill people, 250 seriously emotionally disturbed children and adolescents and their families, 225 developmentally disabled adults and 100 substance abusing adults. It is estimated that as many as 50% of the adult mental health consumers may be current participants in the Georgia Medicaid program. The majority of the remaining adult mental health consumers are indigent or eligible for Georgia Medicaid, but are not presently covered by the program. The department currently has approximately 211 employees including clinical, support, and administrative personnel. Services to consumers are provided at eight (8) staffed locations and one (1) public school throughout Fulton County.

Through this proposal, MH/DD/AD seeks a Provider of professional/physician services for its indigent outpatient mental health, developmental disability and addictive disease clinic consumers, clients and patients.

C. TIME OF PERFORMANCE

Provider shall not proceed to furnish such services and the County shall not become obligated to pay for same until a contract for the provision of services has been presented to and awarded by the Fulton County Board of Commissioners.

D. CONTRACT TERM

Any award made as a result of this proposal will be from date of award and continuing through twelve (12) consecutive months from the date of award. Fulton County reserves the right of an option of three (3) additional twelve (12) month renewal periods, subject to the availability of departmental appropriated funding and contractor compliance with county rules and policies. If the Fulton County Board of Commissioners does not allocate funds, this Agreement shall expire upon the expiration of the then existing funded term. Non-renewal of this Agreement shall not result in a claim for payment or damages by Provider, except that Provider shall be paid for actual services rendered through the date of termination. Option year price adjustment shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor with particular reference to the average shown on such index for “all the Atlanta Metropolitan area.”
E. **PROPOSAL DUE**

The Fulton County Purchasing Department solicits Proposals for services outlined in the Scope of Services. Proposals will be received in the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Pryor Street, S.W., Atlanta, Georgia 30303, until 11:00 A.M., local time on January 27, 2005.

F. **DELIVERY REQUIREMENTS**

Any Proposals received after the above-stated time and date will not be considered. It shall be the sole responsibility of the Provider to have his/her response delivered to the Fulton County Department of Purchasing for receipt on or before the above stated time and date. If a Proposal is sent by U.S. Mail, the Provider shall be responsible for its timely delivery to the Purchasing Department. Proposals delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at Provider’s request and expense.

G. **PRE-PROPOSAL CONFERENCE**

No Pre-Proposal conference will be held for this RFP.

H. **POINT OF CONTACT FOR CLARIFICATION**

In the event additional information is required please contact Cheryl Cochran at 404-730-4203 or Sylvia Hudson at 404-730-7916 at the Fulton County Purchasing Department. Inquiries should be submitted in writing to the attention of Cheryl Cochran or e-mailed at Cheryl.Cochran@co.fulton.ga.us or Sylvia.Hudson@co.fulton.ga.us or faxed to 404-730-0358 or 5571.

I. **ADDENDA**

The County will recognize only communications that are in writing and signed. The County shall not be responsible for interpretations given by any County employee, representative or others. The issuance of an addendum by the Purchasing Department is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Proposal, the County will attempt to notify all prospective Providers who have secured same; however, it shall be the responsibility of each Provider, prior to submitting the proposal, to contact the Fulton County Purchasing Department at the above number to determine if addenda were issued and to make such addenda a part of the Proposal.

J. **SEALED AND MARKED**

One signed original and six (6) copies of the sealed Proposal shall be furnished. One original and two copies of the cost proposal shall be sealed and submitted in a separate package from the rest of the proposal. Each envelope/package shall be clearly marked on the outside: “Sealed Proposal for Number 05RFP107YA Fulton County Department of Mental Health/Developmental Disabilities/Addictive Diseases Professional Services”, and addressed to:

Fulton County Department of Purchasing
Proposals shall be publicly received and the names of the responding Providers disclosed at the above-stated date and time. Prospective Providers are encouraged to register their firms on Fulton County’s official vendor’s list. Registration can be obtained on line under www.fultonvendorservice.co.fulton.ga.us.

K. **LEGAL NAME**

Proposals shall clearly indicate the legal name, address, and telephone number of Provider (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted Proposal.

L. **PROPOSAL EXPENSES**

All expenses for generating Proposals to the County shall be borne by the Proposer.

M. **IRREVOCABLE PROPOSAL**

Any proposal may be withdrawn up until the date and time set above for receipt of the Proposals. Any Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to furnish Fulton County with the services set forth in the attached scope of work until a Proposal has been duly submitted and accepted by the Fulton County Board of Commissioners. Board action will normally be taken within ninety (90) days of the receipt of Proposal; however, no guarantee or representation is made herein as to the time between receipt of proposals and subsequent Board action.

N. **RESERVED RIGHTS**

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

O. **CONTRACT DOCUMENT**

The Agreement or contract resulting from the acceptance of a proposal shall be the contract agreement document in a form acceptable to Fulton County and approved by the County Attorney. The contract contained herein may be modified by the County Attorney as necessary.
P. **INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS**: Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.

B. Each respondent shall submit with the proposal, proof of insurance indicated below. The insurance shall be for the contract period.

C. Respondent must maintain, at their expense, insurance in at least the following amounts and types.

D. The Contractor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

E. The Certificate of Insurance shall identify the Certificate Holder as:

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

1. **WORKERS COMPENSATION – STATUTORY** (In compliance with the Georgia Workers Compensation Act)

<table>
<thead>
<tr>
<th>EMPLOYER’S LIABILITY</th>
<th>BY ACCIDENT - EACH ACCIDENT</th>
<th>- $500,000.</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURANCE (Aggregate)</td>
<td>BY DISEASE - POLICY LIMIT</td>
<td>- $500,000.</td>
</tr>
</tbody>
</table>

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. **ELECTRONIC DATA PROCESSING LIABILITY**

   (Required if computer contractor) Limits $1,000,000
5. **UMBRELLA LIABILITY**  
(In excess of above noted coverage's) Each Occurrence - $3,000,000

6. **PROFESSIONAL LIABILITY**  
Each Occurrence - $5,000,000  
(Required if respondent providing quotation for professional services).

7. **FIDELITY BOND**  
(Employee Dishonesty) Each Occurrence - $100,000

**ADDITIONAL INSURANCE REQUIREMENTS.**

**MEDICAL MALPRACTICE FOR PSYCHIATRIC/PHYSICIANS AND PROFESSIONAL LIABILITY FOR NURSE PRACTIONERS, COUNSELORS, NURSES AND SOCIAL WORKERS, ETC.** - ($1,000,000/$3,000,000)

A. **RESPONDENT ACCEPTS FULL RESPONSIBILITY TO MONITOR THE LICENSING STATUS OF THE INSURER, AND AGREES TO IMMEDIATELY REPLACE THE BOND AND/OR INSURANCE POLICY IF THE INSURANCE COMMISSIONER SHOULD REVOKE OR RESTRICT THE LICENSE OF THE ISSUING INSURANCE AND/OR UNDERWRITER.**

B. **RESPONDENT AGREES THAT THE REPLACEMENT OF ANY INSURANCE WILL BE DONE AT NO ADDITIONAL COST TO THE FULTON COUNTY GOVERNMENT, AND MUST BE IMMEDIATELY REPLACED AFTER THE LAPSE FOR WHATEVER CAUSE.**

C. **RECEIPT OF INSURANCE IS PART OF THE PROCESS OF DETERMINING WHICH RESPONDENT MAY BE RECOMMENDED FOR AWARD TO THE COUNTY COMMISSION.**

**IF CAUSE IS FOUND TO CHANGE THE RECOMMENDATION THAT YOUR COMPANY BE AWARDED THE CONTRACT(S), OR IF THE COUNTY COMMISSION DOES NOT APPROVE THE RECOMMENDATION, THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE RESPONDENT IN THE ITB PROCESS, INCLUDING THE COST OF ACQUIRING BONDS AND/OR INSURANCE.**

**INSURANCE IN NO WAY LIMITS THE LIABILITY OF THE RESPONDENT.**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contractor: Provided, however the contractor shall not be liable for any damages
resulting from the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

Q. INFORMATION TO BE SUBMITTED

Failure to submit any required data item may be cause for rejection. Proposers shall not submit other data than defined herein.

To facilitate the determination process, Proposals submitted shall address the following evaluation criteria. It is sufficient to indicate the section/page where the information may be located in the literature provided with the Proposal:

1. Technical Information:

Interested vendors must provide certifications to demonstrate that they are qualified to provide psychiatric/physician services per the Proposal specifications to Fulton County.

   Section I  Related Experience and Past Performance-Experience , including those of any subcontractor, in delivering psychiatric/physician services to all indigent outpatient mental health, developmental disability and addictive disease clinic clients, consumers and patients within a public sector, state or federal community based, outpatient Medicaid and Medicare regulated environment; and experience including those of any subcontractor as to JCAHO and Federal Medicaid and Medicare approved behavioral healthcare services. Each reference should be limited to one page. 20 Points

   Section II Key Personnel Experience-Describe experience of key personnel in providing behavioral healthcare services within a public sector, state or federal community based, outpatient, certified (JCAHO or CARF) Medicaid and Medicare regulated environment; and experience in delivering outpatient, community based, MH/DD/AD services. Limit to one page per personnel. 10 Points

   Section III Project Approach – Describe your expertise in developing approved treatment plans and the recording and documentation of delivered treatment and patient progress with experience in JCAHO or CARF certified systems; and experience and ability to develop and implement a continuous quality improvement (CQI) program in accordance with certifying organization, monitoring and regulatory agency requirements. Limit to 3 pages. 20 Points

   Section IV Financial Capability-Establish that the company is solvent. Provide two copies of the most recent year-end audited financial statement of the firm by a certified public accountant along with financial references. Limit references to 1 page. 20 Points

   Section V Local Preference-Establish that the company is located or have an office located within Fulton County. 10 Points
2. Fee Schedule Information (Provide one original and two copies of the fee schedule in a separate sealed envelope): **20 Points**

3. Required Affidavits and/or Forms: Proposer shall provide the following as appropriate:

   Receipt of Addenda (If Applicable)
   Certificate of Acceptance of Proposal Requirements
   Non-Collusion Affidavit of Proposer
   Non-Collusion Affidavit of sub-Proposer
   Joint Venture Disclosure Requirement Form
   Statement of Non-Discrimination and Employment Report
   **Required:** Contract Compliance Forms
   Equal Business Opportunity Plan
   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
   Exhibit E – Declaration Regarding Subcontracting Practices
   Exhibit F – Joint Venture Disclosure Affidavit
   Exhibit G – Prime Contractor/Sub-Contractor Utilization Report

R. **BASIS OF AWARD**

The County intends to award one (1) contract, from date of award and continuing through one year later, with three one-year renewals, depending on the availability of funding resources and the best interest of the County. The award of a contract for this project is intended to be made by the Board of Commissioners of Fulton County to the responsible offerors whose proposals are determined, upon written recommendation by the County Manager, the Purchasing Agent and the Director of MH/DD/AD, to be in the best interest of the County, taking into consideration the price and the evaluation factors set forth in the Request for Proposal.

The proposer shall perform the service required to accomplish the work plan as stated.

All key personnel, including subcontractors, engaged in performing services for the Proposer under the proposal are indicated in the RFP. No changes or substitutions shall be permitted in the Proposer’s key personnel as set forth herein without the prior written approval of the Director of MH/DD/AD.

R. **INVOICES**

Invoices submitted against the Purchase Order must include the purchase order number, complete itemized description of the charges during that respective invoice period.

Invoices shall be submitted no more frequently than monthly to the County. Each application for payment shall be supported by such data substantiating the Vendor’s right to payment as the County may require.

Invoices will be returned unpaid to the vendor when one of the following conditions exists:

A. Invoices containing charges for items not referenced in the original price schedule (i.e., handling fees, taxes, restocking fees etc.)
B. Invoices do not contain all the required information (i.e. purchase order number, itemized description of the charges, etc.

C. The pricing on the invoice does not correspond to the proposal pricing.

Vendors shall submit invoices to the following address:

Attention: Contracting Officer
Fulton County Department of MH / DD / AD
115 Martin Luther King Jr., Drive, S.W. Suite 277
Atlanta, GA  30303

SCOPE OF SERVICES

BACKGROUND:

The Fulton County Department of Mental Health, Developmental Disabilities & Addictive Diseases is a nonprofit, public agency operated by Fulton County, a political subdivision of the State of Georgia. The Department of MH/DD/AD serves the entire jurisdiction of Fulton County, Georgia (est. pop. 850,000) including metropolitan Atlanta and the surrounding region consisting of urban, suburban and rural areas. Consumers of services annually total approximately 6,000 (duplicated) children, adolescents, adults and families. The current non static census is comprised of 2400 adult mentally ill people, 250 Seriously Emotionally Disturbed children & adolescents and their families, 225 developmentally disabled adults and 100 substance abusing adults. The department currently has approximately 211 employees including clinical, support, and administrative personnel. Services to consumers are provided at seven (8) staffed locations and one (1) public school throughout Fulton County.

SERVICE REQUIREMENTS:

Fulton County MH/DD/AD will, through the successful proposer, deliver comprehensive community based, outpatient mental health and substance abuse treatment and associated clinical services provided by individuals appropriately trained, educated, and fully licensed and/or certified to practice as regulated by the state of Georgia Professional Practice Acts, Federal
Medicaid Regulations and applicable rules, regulations, policies and procedures to its adult, child, adolescent and family client population beginning January 1, 2005.

The successful proposer shall meet all clinical staffing criteria throughout the time period of the contract, and shall provide performance measurable services that include the following:

The successful proposer shall develop and implement a team staffing approach to include the clinical disciplines and sub specialties within the scope of service of the Fulton County Department of MH/DD/AD. Treatment teams will include all individuals providing services to a given consumer, the consumer and others as deemed appropriate;

Timely delivery of outpatient clinical treatment and testing and evaluation to individuals with mental illness, developmental disabilities, addictive diseases and co – occurring disabilities in facilities, schools and locations designated by the Fulton County Department of MH/DD/AD;

The scope of treatment and services will include, but not be limited to: assessment, triage, evaluation, individual, group and family counseling, medication management and administration, nursing, psychological testing and evaluation, program management, pharmaceutical distribution, education and management.

Clinical practitioners will include psychiatric and somatic physicians, social workers (LCSW), counselors (LPC level only), registered nurses, nurse practitioners (CRNP level only), pharmacists and psychologists (Ph.D. or Psy.D. levels only). All FTE clinical specialists will be required to spend at least sixty percent (60%) of their on duty time providing face to face direct client services. The number of full time equivalents (FTEs) in program management and each clinical specialty will be determined in response to the needs experienced as required by patient load and requests for services not to exceed the total dollar limit of the contract. This will be reviewed quarterly with the selected contractor to enable responsive, responsible planning and staffing levels to be achieved to maintain high quality clinical services at the required level of productivity.

All physicians will be supervised by the Fulton County MH/DD/AD Medical Director.

Psychiatrists will in the absence of board certification hold board eligibility in Adult and/or Child and Adolescent Psychiatry. Board certification will be expected within one year of hire.

A fully licensed somatic medicine physician will staff on an as needed basis, the department’s developmental disabilities training centers. He/she must work a minimum of 20 hours per week on site.

All physicians are required to have an unrestricted license to practice medicine in the state of Georgia, a valid DEA authorization to prescribe medications and proof of liability insurance.

Registered nurses will be supervised by the designated Director of Nursing by the Fulton County Department of MH/DD/AD.
Nurse practitioners and pharmacists will be supervised by the Director of Nursing of the Fulton County Department of MH/DD/AD.

All staff will be required to perform in compliance with all of the state of Georgia Professional Practice Acts, Federal Medicaid/Medicare Regulations and applicable rules, regulations, policies and procedures in force during the term of the contract.

The selected respondent will be required to maintain proof of current licensure/certification for each clinical practitioner, proof of liability insurance and a record of completion of all continuing education requirements.

The selected respondent will be required to reimburse the County for any federal or state audit disallowance arising from the subcontractor’s performance or non-performance of duties under this contract which are delegated to the subcontractor.

Section VI   Fee Schedule:

FULTON COUNTY DEPARTMENT OF MH/DD/AD SHALL COMPENSATE THE SUCCESSFUL RESPONDENT MONTHLY AT AN HOURLY RATE TIMES THE NUMBER OF HOURS WORKED BASED ON THE APPROVED TIME SHEETS. THE HOURLY RATE SHALL BE COMMENSURATE WITH HOURLY RATE OF PAY FOR BOARD CERTIFIED AND BOARD ELIGIBLE PSYCHIATRISTS AS PUBLISHED BY THE BUREAU OF LABOR WITH PARTICULAR REFERENCE TO THE AVERAGE HOURLY RATE OF PAY SHOWN ON SUCH INDEX FOR “ALL THE ATLANTA METROPOLITAN AREA.” THE INVOICES WILL INCLUDE WRITTEN VERIFICATION OF HOURS WORKED AND VERIFIED BY THE FULTON COUNTY MH/DD/AD MEDICAL DIRECTOR AND WILL BE SUBMITTED TO THE COUNTY BY THE 10TH OF THE MONTH FOLLOWING THE MONTH OF SERVICE.

Proposers shall provide one original and two copies of the Fee Schedule Form included herein along with any supporting documentation in a separate sealed envelope from the technical proposal and marked “FEE SCHEDULE.

Supporting documentation shall include a schedule of billing rates for calendar year 2005. Provide all billing rates to support all project elements in the scope of services, separated into spending categories. This data shall be provided for the proposer and
any sub-provider. Computer usage is to be included in the overhead rate and not as a
direct expense item. These rates shall remain in effect for the duration of the project.

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<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Billing Rate</th>
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<tbody>
<tr>
<td>Child &amp; Adolescent Psychiatrist, Board Certified</td>
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</tr>
<tr>
<td>Child &amp; Adolescent Psychiatrist, Board Eligible</td>
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<td></td>
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<tr>
<td>General Adult Psychiatrist Board Certified</td>
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<tr>
<td>General Adult Psychiatrist Board Eligible</td>
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<tr>
<td>Somatic Medicine Physician</td>
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<tr>
<td>Psychologist</td>
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<tr>
<td>Director of Nursing</td>
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<tr>
<td>Nurse Practitioner</td>
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<td>Registered Nurse</td>
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<td>Pharmacist</td>
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<td>Licensed Clinical Social Worker</td>
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<td>Licensed Professional Counselor</td>
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<tr>
<td>Licensed Clinic Program Manager</td>
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<tr>
<td>Service Coordinator</td>
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<tr>
<td>Director of Utilization Management</td>
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**NOTE:** THE APPLICANTS MUST BE FULLY CREDENTIALED AND MAINTAIN ALL CREDENTIALS FOR THE FULL TERM OF THE CONTRACT. BACKGROUND CHECKS MUST BE DONE BY THE RESPONDENT ON ALL APPLICANTS PRIOR TO EMPLOYMENT.
CERTIFICATE OF ACCEPTANCE OF PROPOSAL REQUIREMENTS

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

Company: _____________________________________________

Signature: _____________________________________________

Name:  _____________________________________________

Title:  _____________________________________________

Date:  _____________________________________________

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NON-COLLUSION AFFIDAVIT OF PROPOSER

State of ________________)  
County of ________________)  
_______________________, being first duly sworn, deposes and says that:

(1) He/She is __________________________ (owner, partner officer, representative, or agent) of  
____________________ the Proposer that has submitted the attached proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached proposal  
and of all pertinent circumstances respecting such proposal;

(3) Such Proposal is genuine and is not a collusive or sham proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, has in any way colluded, conspired,  
connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a  
collusive or sham proposal in connection with the Contract for which the attached proposal has  
been submitted or refrain from submitting a proposal in connection with such Contract, or has in  
any manner, directly or indirectly, sought by agreement or collusion or communication or  
conference with any other Proposer, firm or person to fix the price or prices in the attached  
proposal or of any other Proposer, or to fix any overhead, profit or cost element of the proposal  
price or the proposal price of any other Proposer, or to secure through any collusion,  
conspiracy, connivance or unlawful agreement any advantage against Fulton County or any  
person interested in the Contract; and

(5) The price or prices quoted in the attached proposal are fair and proper and are not tainted  
by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or  
any of its agents, representatives, owners, employees, or parties in interest, including this  
affiant.

(Signed)______________________________________________  
(Title)________________________________________________

Subscribed and Sworn to before me this ______ day of __________, 200__.

______________________________  
Name

______________________________  
Title

My commission expires: ______________________  
(Date)

NON-COLLUSION AFFIDAVIT OF SUBPROPOSER

State of ________________)
(1) He/She is ______________________(owner, partner officer, representative, or agent) of 
___________________________, hereinafter referred to as the “Subproposer”;

(2) He/She is fully informed respecting the preparation and contents of the attached 
Subproposer's Proposal submitted by the Subproposer to _____________, the Proposer for 
certain work connection with the _________________ Proposer pertaining to the Project in 
Fulton County, Georgia.

(3) Such Subproposer's proposal is genuine and is not a collusive or sham proposal;

(4) Neither the said Subproposer nor any of its officers, partners, owners, agents, 
representatives, employees or parties in interest, including this affiant, has in any way colluded, 
colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to 
submit a collusive or sham proposal in connection with such Proposer or to refrain from 
submitting a proposal in connection with such Proposer or has in any manner, directly or 
indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to 
fix the price or prices in said Subproposer's Proposal, or to secure through collusion, 
conspiracy, connivance or unlawful agreement any advantage against Fulton County or any 
person interested in the Contract; and

(5) The price or prices quoted in the Subproposer's Proposal are fair and proper and are not 
tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the 
Proposer or any of its agents, representatives, owners, employees, or parties in interest, 
including this affiant.

(SIGNED)

(TITLE)

Subscribed and Sworn to before me this ________day of ____________ 200__.

Name

Title

My commission expires: __________

(Date)
PURCHASING DEPARTMENT GENERAL REQUIREMENTS
REQUEST FOR PROPOSAL (RFP) FORM 99-RFP

THE FOLLOWING INFORMATION PERTAINS TO THE SUBMISSION OF PROPOSAL TO FULTON COUNTY, AND CONTAINS INSTRUCTIONS ON HOW PROPOSALS MUST BE PRESENTED IN ORDER TO BE CONSIDERED. IF SPECIFIC CONDITIONS OR INSTRUCTIONS IN THE TEXT OF THE RFP CONFLICT WITH THE GENERAL REQUIREMENTS AS LISTED HERE, THOSE CONDITIONS OR INSTRUCTIONS IN THE RFP SHALL PREVAIL.

1. PROPOSALS SUBMITTED IN RESPONSE TO THE ATTACHED REQUEST FOR PROPOSAL (RFP) MUST BE FORMATTED AS SPECIFIED IN THE RFP. ADDITIONAL SHEETS, LITERATURE, ETC. SHOULD BE CLEARLY IDENTIFIED.

2. THE ORIGINAL AND THE REQUIRED NUMBER OF COPIES OF THE PROPOSAL MUST BE RETURNED TO:
   FULTON COUNTY PURCHASING AGENT
   FULTON COUNTY PURCHASING DEPARTMENT
   130 PEACHTREE STREET, S.W., SUITE 1168
   ATLANTA, GA. 30303

3. THE ENVELOPE IN WHICH THE PROPOSAL IS SUBMITTED MUST BE SEALED AND CLEARLY LABELED WITH THE RFP NAME AND NUMBER, DUE DATE AND TIME, AND THE NAME OF THE COMPANY OR INDIVIDUAL SUBMITTING THE PROPOSAL. PROPOSALS MUST BE RECEIVED BY THE OPENING DATE AND TIME SHOWN ON THIS RFP IN ORDER TO BE CONSIDERED. THE PURCHASING AGENT RESERVES THE RIGHT TO OPEN ANY PROPOSAL WHICH IS NOT MARKED AS SPECIFIED.

4. PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED MAY NOT BE OPENED OR CONSIDERED.

5. BY SUBMITTNG A SIGNED PROPOSAL, RESPONDENT AGREES TO ACCEPT AN AWARD MADE AS A RESULT OF THE SUBMISSION OF THE PRICES AND TERMS CONTAINED IN THAT PROPOSAL. PRICES PROPOSED MUST BE AUDITED BY THE RESPONDENT TO INSURE CORRECTNESS BEFORE PROPOSAL IS SUBMITTED. PERSON SIGNING THE PROPOSAL IS RESPONSIBLE FOR THE ACCURACY OF INFORMATION IN IT. THE RESPONDENT UNDERSTANDS AND AGREES THAT THE PROPOSAL, SPECIFICATIONS, PROVISIONS, AND THE TERMS AND CONDITIONS OF THE RFP BECOME A VALID CONTRACT BETWEEN FULTON COUNTY AND THE RESPONDENT UPON NOTICE OF AWARD OF CONTRACT IN WRITING AND/OR ISSUANCE OF A PURCHASE ORDER.

6. ANY CONTRACT AWARDED AS A RESULT OF THIS PROPOSAL SHALL COMPLY FULLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.

7. THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

8. ABSOLUTELY NO FAX PROPOSALS OR REPRODUCTION PROPOSALS WILL BE ACCEPTED, EXCEPT THAT IF MULTIPLE COPIES OF THE PROPOSAL ARE REQUIRED, PHOTO-COPIES OF THE ORIGINAL MAY BE SUBMITTED AS THE EXTRA COPIES, PROVIDED THAT THEY ARE CLEARLY MARKED AS SUCH.

9. TYPE OR NEATLY PRINT COMPANY NAME, AS WELL AS THE FULL LEGAL NAME AND TITLE OF THE PERSON SIGNING THE PROPOSAL, IN ALL APPROPRIATE PLACES. THE RESPONDENT’S SIGNATURE MUST BE EXECUTED BY A PRINCIPAL OF THE COMPANY DULY AUTHORIZED TO MAKE CONTRACTS AND BIND THE COMPANY TO ALL TERMS BEING PROPOSED.
10. PROPOSALS MAY BE WITHDRAWN UPON RECEIPT OF A WRITTEN REQUEST PRIOR TO THE STATED DUE DATE AND TIME. IF A FIRM SEEKS TO WITHDRAW A PROPOSAL AFTER THE DUE DATE AND TIME, THE FIRM MUST PRESENT A NOTARIZED STATEMENT INDICATING THAT AN ERROR WAS MADE, WITH AN EXPLANATION OF HOW IT OCCURRED. THE WITHDRAWAL REQUEST MUST BE ACCOMPANIED BY DOCUMENTATION SUPPORTING THE CLAIM. PRIOR TO APPROVING OR DISAPPROVING THE REQUEST, AN OPINION WILL BE OBTAINED FROM FULTON COUNTY’S LEGAL COUNSEL INDICATING WHETHER THE FIRM IS BOUND BY ITS PROPOSAL.

11. 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 IN 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.

12. PROPOSE ALL ITEMS AS SPECIFIED OR INDICATE UNDER EACH ITEM WHAT ALTERNATIVE IS BEING PROPOSED AND WHY IT SHOULD BE CONSIDERED IN LIEU OF THE ORIGINAL SPECIFICATION. FAILURE TO INDICATE ANY EXCEPTIONS SHALL BE INTERPRETED AS THE RESPONDENT’S INTENT TO FULLY COMPLY WITH THE SPECIFICATIONS AS WRITTEN. CONDITIONAL OR QUALIFIED PROPOSALS - EXCEPT AS SPECIFICALLY ALLOWED IN THE SPECIFICATIONS - ARE SUBJECT TO REJECTION IN WHOLE OR IN PART.

13. FULTON COUNTY SHALL BE THE SOLE JUDGE OF THE QUALITY AND THE APPLICABILITY OF ALL PROPOSALS. DESIGN, FEATURES, OVERALL QUALITY, LOCAL FACILITIES, TERMS, AND OTHER PERTINENT CONSIDERATIONS WILL BE TAKEN INTO ACCOUNT IN DETERMINING ACCEPTABILITY.

14. THE SUCCESSFUL VENDOR MUST ASSUME Full RESPONSIBILITY FOR DELIVERY OF ALL GOODS AND SERVICES PROPOSED AND AGREE TO RELIEVE FULTON COUNTY OF ALL RESPONSIBILITY AND COSTS FOR PROSECUTING CLAIMS.

15. THE SUCCESSFUL VENDOR MUST ASSUME Full RESPONSIBILITY FOR RE-PLACEMENT OF ALL DEFECTIVE OR DAMAGED GOODS AND/OR PERFORMANCE OF CONTRACTED SERVICES WITHIN THIRTY (30) DAYS NOTICE BY THE COUNTY OF SUCH DEFECT, DAMAGE, OR DEFICIENCY.

16. THE SUCCESSFUL VENDOR MUST ASSUME Full RESPONSIBILITY FOR PROVIDING WARRANTY SERVICE ON ANY AND ALL GOODS, MATERIALS, OR EQUIPMENT PROVIDED TO THE COUNTY WITH WARRANTY COVERAGE. SHOULD A VENDOR BE OTHER THAN THE MANUFACTURER, THE VENDOR AND NOT THE COUNTY IS RESPONSIBLE FOR CONTACTING THE MANUFACTURER. THE VENDOR IS SOLELY RESPONSIBLE FOR ARRANGING FOR THE SERVICE TO BE PERFORMED.

17. THE SUCCESSFUL VENDOR SHALL BE RESPONSIBLE FOR THE PROPER TRAINING AND CERTIFICATION OF PERSONNEL USED IN THE PERFORMANCE OF THE SERVICES PROPOSED.

18. THE SUCCESSFUL VENDOR SHALL NOT ASSIGN, TRANSFER, CONVEY, SUBLET, OR OTHERWISE DISPOSE OF ANY CONTRACT RESULTING FROM THE RFP OR OF ANY OR ALL OF ITS RIGHTS, TITLE, OR INTEREST THEREIN WITHOUT PRIOR WRITTEN CONSENT OF THE FULTON COUNTY BOARD OF COMMISSIONERS.
19. PROPOSALS MUST CONTAIN REFERENCES WHICH REFLECT SUCCESSFUL COMPLETION OF CONTRACTS FOR THE TYPES OF GOODS, MATERIALS, EQUIPMENT, OR SERVICES FOR WHICH THE VENDOR IS SUBMITTING A PROPOSAL TO THE COUNTY. IN INSTANCES WHERE THAT DOES NOT APPLY, THE PROPOSAL MUST CONTAIN A STATEMENT AND SUPPORTING DOCUMENTATION DEMONSTRATING SUCH EXPERTISE, KNOWLEDGE, OR EXPERIENCE TO ESTABLISH THE VENDOR SUBMITTING THE PROPOSAL AS CAPABLE OF MEETING THE DEMANDS OF THE PROPOSAL SHOULD AN AWARD BE MADE TO THEM.

20. VENDORS SUBMITTING PROPOSALS MAY BE REQUIRED TO FURNISH EVIDENCE THAT THEY MAINTAIN PERMANENT PLACES OF BUSINESS OF A TYPE AND NATURE COMPATIBLE WITH THEIR PROPOSAL, AND ARE IN ALL RESPECTS COMPETENT AND ELIGIBLE VENDORS, ABLE TO FULFILL THE TERMS OF THE SPECIFICATIONS. FULTON COUNTY MAY MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE RESPONDENT TO PERFORM SUCH WORK, AND RESERVES THE RIGHT TO REJECT ANY PROPOSAL IF EVIDENCE FAILS TO INDICATE THAT THE PROPOSED VENDOR IS QUALIFIED TO CARRY OUT THE OBLIGATION OF THE CONTRACT AND TO COMPLETE THE WORK SATISFACTORY.

21. BY SUBMITTING A SIGNED PROPOSAL, RESPONDENT CERTIFIES THAT THERE HAS BEEN NO COLLUSION WITH ANY OTHER RESPONDENT. REASONABLE GROUNDS FOR BELIEVING RESPONDENT HAS AN INTEREST IN MORE THAN ONE PROPOSAL WILL RESULT IN REJECTION OF ALL PROPOSALS IN WHICH THE RESPONDENT HAS AN INTEREST. ANY PARTY TO COLLUSION MAY NOT BE CONSIDERED IN FUTURE PROPOSALS FOR THE SAME OR SIMILAR WORK.

22. UPON NOTICE OF SELECTION, THE VENDOR SUBMITTING THE PROPOSAL IS OBLIGATED TO PERFORM. SHOULD A SUCCESSFUL VENDOR REFUSE TO ENTER INTO A CONTRACT SUBSEQUENT TO AN AWARD, A PENALTY MAY BE ASSESSED AND/OR THE VENDOR MAY BE FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.

23. IN CASE OF DEFAULT BY THE SUCCESSFUL VENDOR, FULTON COUNTY MAY PROCURE THE ARTICLES OR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL VENDOR RESPONSIBLE FOR ANY RESULTANT EXCESS COST.

24. SUCCESSFUL VENDORS CONTRACT DIRECTLY WITH THE 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 VENDOR BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.

25. 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 WHOM THE SERVICE OR PRODUCT WAS PROVIDED.

26. FULTON COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS, OR ANY PART THEREOF, AND TO WAIVE ANY TECHNICALITIES. FULTON COUNTY RESERVES THE RIGHT TO AWARD A CONTRACT BASED ON THIS REQUEST FOR PROPOSAL AND THE PROPOSAL(S) RECEIVED - IN WHOLE OR IN PART - TO ONE OR SEVERAL VENDORS.

27. AWARDS WILL NOT NECESSARILY BE BASED ON COST ALONE. OTHER FACTORS, AS DETAILED IN THE RFP, WILL BE CONSIDERED IN DETERMINING WHAT PROPOSAL WILL BE DEEMED TO BEST MEET THE NEEDS OF FULTON COUNTY.
28. IF YOU DO NOT WISH TO FURNISH A PROPOSAL AT THIS TIME, PLEASE RETURN A COPY OF THE RFP AND STATE ON IT AND ON THE OUTSIDE OF THE ENVELOPE THAT YOU ARE SUBMITTING A "NO RESPONSE". STATE IN THE RESPONSE WHETHER YOUR COMPANY WISHES TO REMAIN ON FULTON COUNTY'S VENDOR LIST.

29. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. ç50-18-70 ET SEQ.

30. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND RFP CLOSING PROCEDURES, O.C.G.A. 43-14-8.2 (H).

31. PRIOR TO BEGINNING ANY WORK, SUCCESSFUL CONTRACTOR WILL FURNISH TO FULTON COUNTY (FOR THE CONTRACTING FIRM AND FOR ANY SUBCONTRACTORS) A CERTIFICATE FROM AN INSURANCE COMPANY SHOWING ISSUANCE OF WORKERS' COMPENSATION COVERAGE FOR THE STATE OF GEORGIA OR A CERTIFICATE FROM THE GEORGIA WORKERS' COMPENSATION BOARD SHOWING PROOF OF ABILITY TO PAY COMPENSATION DIRECTLY.

32. 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.

33. 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.

34. 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 NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.

35. ANY OFFEROR INTENDING TO RESPOND TO THIS SOLICITATION AS A JOINT VENTURE MUST SUBMIT AN EXECUTED JOINT VENTURE AGREEMENT WITH THIS OFFER. THIS AGREEMENT MUST DESIGNATE THOSE PERSONS OR ENTITIES AUTHORIZED TO EXECUTED DOCUMENTS OR OTHERWISE BIND THE JOINT VENTURE IN ALL TRANSACTIONS WITH FULTON COUNTY, OR BE ACCOMPANIED BY A DOCUMENT, BINDING UPON THE JOINT VENTURE AND ITS CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE REJECTED AS BEING NON-RESPONSIVE.
CERTIFICATION REGARDING DEBARMENT

(1) THE BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT OR ITS SUBCONTRACTORS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.

(2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.

________________________________________     _________________________________
SIGNATURE      DATE

INSTRUCTIONS FOR CERTIFICATION

(1) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER IS PROVIDING THE CERTIFICATION SET OUT BELOW.

(2) THE CERTIFICATION IN THIS CLAUSE IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WILL BE HEREIN PLACED IN AWARDING A CONTRACT. IF IT IS LATER DETERMINED THAT THE PROSPECTIVE VENDOR KNOWINGLY RENDERED AN ERRONEOUS CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO FULTON COUNTY, THE DEPARTMENT WITH WHICH THE TRANSACTION ORIGINATED MAY PURSUE AVAILABLE REMEDIES, INCLUDING SUSPENSION AND/OR DEBARMENT, FOR WITHDRAWAL OF AWARD OR TERMINATION OF A CONTRACT.

(3) THE BIDDER SHALL PROVIDE IMMEDIATE WRITTEN NOTICE TO THE PURCHASING AGENT TO WHOM THIS BID/PROPOSAL IS SUBMITTED IF AT ANYTIME THE BIDDER LEARNS THAT ITS CERTIFICATION WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

(FC CODE SEC. 2-322. DEBARMENT). (A) AUTHORITY TO SUSPEND. AFTER REASONABLE NOTICE TO THE ENTITY INVOLVED AND REASONABLE OPPORTUNITY FOR THAT ENTITY TO BE HEARD, THE PURCHASING AGENT, AFTER CONSULTATION WITH USER DEPARTMENT, THE COUNTY MANAGER AND THE COUNTY ATTORNEY SHALL HAVE THE AUTHORITY TO SUSPEND AN ENTITY FOR CAUSE FROM CONSIDERATION FOR AWARD OF COUNTY CONTRACTS. AS USED IN THIS SECTION, THE TERM ENTITY MEANS ANY BUSINESS ENTITY, INDIVIDUAL, FIRM, CONTRACTOR, SUBCONTRACTOR OR BUSINESS CORPORATION, PARTNERSHIP, LIMITED LIABILITY CORPORATION, OR JOINT VENTURE, HOWEVER DESIGNATED OR 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 CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION 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 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 YEARS.

(b) CAUSES FOR SUSPENSION. THE CAUSES FOR SUSPENSION INCLUDE:

1. CONVICTION FOR COMMISSION OF A CRIMINAL OFFENSE AS AN INCIDENT TO OBTAIN OR ATTEMPTING TO OBTAIN A PUBLIC OR PRIVATE CONTRACT OR SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;
2. CONVICTION OF STATE OR FEDERAL STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY OR OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY OR BUSINESS HONESTY WHICH CURRENTLY, SERIOUSLY AND DIRECTLY AFFECTS RESPONSIBILITY AS A COUNTY CONTRACTOR;
3. CONVICTION OF STATE OR FEDERAL ANTI-TRUST STATUTES ARISING OUT OF THE SOLICITATION AND SUBMISSION OF BIDS AND PROPOSALS;
4. VIOLATION OF CONTRACT PROVISIONS, AS SET FORTH BELOW, OF A CHARACTER WHICH IS REGARDED BY THE PURCHASING AGENT TO BE SO SERIOUS AS TO JUSTIFY SUSPENSION ACTION;
   A. FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS WITHIN A TIME LIMIT PROVIDED IN A COUNTY CONTRACT;
   B. A RECENT RECORD OF FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE IN ACCORDANCE WITH THE TERMS OF ONE OR MORE CONTRACTS; PROVIDED, THAT FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE CAUSED BY ACTS BEYOND THE CONTROL OF THE CONTRACTOR SHALL NOT BE CONSIDERED TO BE BASIS FOR SUSPENSION;
   C. MATERIAL MISREPRESENTATION 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.
5. COMMISSION OR SOLICITATION OF ANY ACT THAT WOULD CONSTITUTE A VIOLATION OF THE ETHICAL STANDARDS SET FORTH IN FULTON COUNTY CODE OF ETHICS.
6. 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 sub-contractor or a joint venture partner, in performing work under contract with the county.
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 that Fulton County Government and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek 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 the bid. 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 Plan should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan must identify and include:
1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within 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 Department of Contract Compliance’s Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (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 receipt of a payment from Fulton County, the prime contractor shall pay funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.
COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents.** Failure to provide this information shall result in the Bid being deemed non-responsive:

- Promise of Non-Discrimination (Exhibit A)
- Employment Report (Exhibit B)
- Schedule of Intended Subcontractor Utilization (Exhibit C)
- Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- Declaration Regarding Subcontractor Practices (Exhibit E), if applicable
- Joint Venture Disclosure Affidavit (Exhibit F), if applicable
- **Equal Business Opportunity Plan (EBO Plan)**

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

- Prime Contractor’s Subcontractor Utilization Report (Exhibit G)
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: ______________________________
The demographic employment make-up for the bidder **must** be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

### EMPLOYEES

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<tr>
<th>CATEGORY</th>
<th>NATIVE INDIAN</th>
<th>AFRICAN AMERICAN</th>
<th>ASIAN AMERICAN</th>
<th>HISPANIC AMERICAN</th>
<th>CACUSIAN AMERICAN</th>
<th>OTHER</th>
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<td>Male/Female</td>
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<td>Mgmt/Official</td>
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<td>Professional (Arch., P.E., etc.)</td>
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<td>Supervisors</td>
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<td>Office/Sales Clerical</td>
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<td>Craftsmen</td>
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<td>Laborers</td>
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<td>Others (Specify)</td>
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<td><strong>TOTALS</strong></td>
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**FIRM'S NAME:** ________________________________

**ADDRESS:** ________________________________

**TELEPHONE NUMBER:** __________________________

This completed form is for (Check one) _____Bidder _____Subcontractor

Date Completed: __________________
**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid.** All prime bidders **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:** ________________________________

**ITB/RFP NUMBER:** ________________________________

Project Name or Description of Work/Service(s) ________________________________

<table>
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<tr>
<th>1. My firm, as Prime Bidder 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):</th>
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<th>2. If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.</th>
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<th>3. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:</th>
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**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.
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.
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 Owner, 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 Owner 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 Owner may have for other defaults under the contract.

Signature/Title: __________________________________________________________

Firm or Corporate Name: __________________________________________________

Address: __________________________________________________________________

Telephone: ( ___ ) __________________________________________________________________

Fax Number: ( ___ ) __________________________________________________________________

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

To: ____________________________________________

(Name of Prime Contractor Firm)

From: __________________________________________

(Name of Subcontractor Firm)

ITB/RFP Number __________________________________

Project Name ______________________________________

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

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Project Commence Date</th>
<th>Project Completion Date</th>
<th>Estimated Dollar Amount</th>
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__________________________  ____________________________
(Prime Bidder)            (Subcontractor)

Signature__________________________  Signature_________________________

Title__________________________  Title__________________________

Date__________________________  Date__________________________
EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder 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______________________________

(ITB/RFP Number)

______________________________ (Description of Work)

In making this declaration, the bidder 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

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

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

1. Firms:

1) Name of Business:__________________________________________
   Street Address:______________________________________________
   Telephone No.:________________________________________________
   Nature of Business:__________________________________________

2) Name of Business:__________________________________________
   Street Address:______________________________________________
   Telephone No.:________________________________________________
   Nature of Business:__________________________________________

3) Name of Business:__________________________________________
   Street Address:______________________________________________
   Telephone No.:________________________________________________
   Nature of Business:__________________________________________

NAME OF JOINT VENTURE (If applicable):______________________________

ADDRESS:_______________________________________________________

PRINCIPAL OFFICE:______________________________________________

OFFICE PHONE:_________________________________________________
Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.

2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?

3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.

4. Describe the 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 small business 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: 

   ________________________________
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)

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<thead>
<tr>
<th>Name</th>
<th>Race</th>
<th>Sex</th>
<th>Decisions</th>
<th>Field Operation</th>
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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 _____, 20______, before me, appeared______________________________

______________________________________, the undersigned officer, personally appeared ________________, 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/SUB-CONTRACTOR 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.

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<th>REPORTING PERIOD</th>
<th>PROJECT NAME:</th>
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<td>FROM:</td>
<td>PROJECT NUMBER:</td>
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<td>TO:</td>
<td>PROJECT LOCATION:</td>
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**PRIME CONTRACTOR**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Contract Award Date</th>
<th>Contract Award Amount</th>
<th>Change Order Amount</th>
<th>Contract Period</th>
<th>% Complete to Date</th>
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<td>Address:</td>
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AMOUNT OF REQUISITION THIS PERIOD: $______________________________
TOTAL AMOUNT REQUISITION TO DATE: $______________________________

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

<table>
<thead>
<tr>
<th>Name of Sub-contractor</th>
<th>Description of Work</th>
<th>Contract Amount</th>
<th>Amount Paid To Date</th>
<th>Amount Requisition This Period</th>
<th>Contract Period Starting Date</th>
<th>Contract Period Ending Date</th>
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TOTALS

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