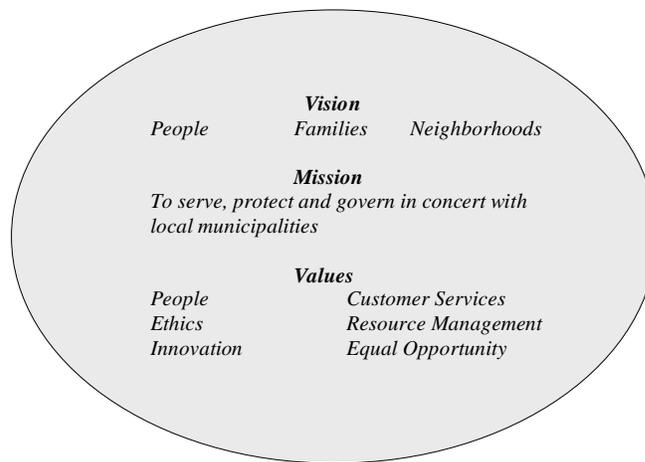




FULTON COUNTY



REQUEST FOR PROPOSAL NO. 12RFP83239YA-AP

AGING SERVICE-ADULT DAY HEALTH For

HOUSING AND HUMAN SERVICES DEPARTMENT

RFP DUE DATE AND TIME: Thursday, April 26, 2012 at 11: A.M.

RFP ISSUANCE DATE: March 29, 2011

PRE-PROPOSAL CONFERENCE DATE: Thursday, April 12, 2012, at 10:A.M.

**PURCHASING CONTACT: Al Micah Phillips, Assistant Purchasing Agent,
almicah.phillips@fultoncountyga.gov**

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

AGING SERVICES-ADULT DAY HEALTH

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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia (“County”) is seeking qualified Adult Day Health service providers to accept referrals from the Fulton County Information and Assistance STARline and the social model Adult Day programs. The scope of work includes the provision of up to 40,000 hours of Adult Day Health services. Fulton County reserves the right to award to multiple service providers and assign a number of hours to each service provider for a sum total of 40,000 hours.

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the Aging Services-Adult Day Health program.

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

1.2 DESCRIPTION OF THE PROJECT

This project involves the Aging Services-Adult Day Health Program.

1.3 BACKGROUND

The Fulton County Office of Aging provides a continuum of care for residents of Fulton County age 55 and above. The continuum includes Information and Assistance, Senior Multipurpose Facilities, Neighborhood Senior Centers, Adult Day programs (Social Model), and In-home Services. The purpose of this solicitation is to identify qualified agencies to provide Adult Day Health Services, as the next progressive step for seniors that need services not available in the existing social model Adult Day program. Fulton County is seeking existing Adult Day Health programs that will accept referrals from the Fulton County Information and Assistance STARline and the social model Adult Day program. The Scope of Work includes the provision of up to 40,000 hours of Adult Day Health Services in compliance with the service requirements as stated in the State of Georgia Home and Community Based Services Manual, Section 302 (See link below for access to the requirements).

http://www.odis.dhr.state.ga.us/5000_agi/5300_HCBS/MAN%205300.doc

To insure that recommended service delivery sites meet the minimum standards as outlined, a Site Visit will be required prior to recommendation of contract approval by the Fulton County Board of Commissioners. Site visits will be conducted by Office of Aging staff as part of the overall evaluation process. Proposers whose proposed service sites do not meet the minimum requirements will not be considered. Fulton County reserves the right to award multiple contracts and split the number of available service hours accordingly.

1.4 PROGRAM OVERVIEW

1. Overview of Adult Day Health Services

Adult Day Health services provide supports for elderly individuals, (and their families, if present), who do not function fully independently, but who do not need 24-hour nursing care. Participants may have:

- Some degree of physical disability;
- A social impairment;
- Mental confusion;
- Need for some assistance with activities of daily living which fall short of the need for placement in and institution; or
- Returned from a recent hospital or institutional stay.

Services are comprehensive and are based on participants' individual needs. They are family-focused, when families are involved. They are outcome-oriented with a goal of enhanced independence. The programs provide safe group environments with coordinated health and social services aimed at stabilizing or improving self-care. Qualified staff implements best practices in service delivery. Adult Day Health services may prevent, postpone or reduce the need for institutional placement.

Programs providing adult day services generally fit into two distinct types. The *basic social model* program primarily provides activities which alleviate social isolation among older adults, fostering socialization and feelings of belonging. Services provided traditionally focus on recreational and social activities, and opportunity for community involvement. These programs target elderly adults whose physical condition is relatively stable and who perform the activities of daily living with a high degree of independence. Generally participants in social model programs do not need *daily medical supervision*, and only need *minimal supervision* and *assistance* with activities of daily living.

Programs which provide health and rehabilitative services, in addition to recreational and social services, are identified as adult day health or *medical*

model programs. The goal of services provided through these programs is rehabilitation or maintenance of each person's highest level of functioning and independence. The clients served through these programs need physical assistance and a more structured environment. These programs provide supervision by medical personnel and health-related services on a daily basis. Staff routinely monitors a variety of medical conditions. In many instances, programs offer therapy services, when needed, based on an individual plan of care. The purpose of this solicitation is to identify service providers for the Adult Day Health model.

2. Purpose and Goals

The purpose and goals for adult day care/day health services include:

- To provide program and service requirements which differentiate medically-oriented programs from social model programs
- To create a broader spectrum of service resources for community-dwelling elderly and their caregivers
- To create cost-effective models of service delivery, which take into account the needs of the individuals being served and their caregivers, through streamlined requirements
- To provide maximum flexibility to expand needed services, while continuing to protect the health, safety and well-being of consumers
- To efficiently and effectively target resources so that persons most in need receive assistance

3. Target Group

The target group for this service is

A. Persons 55 years of age or older (and collaterally their spouses/caregivers) who:

- (1) Are experiencing some degree of impairment in their physical and/or cognitive functioning regarding the performance of activities of daily living and instrumental activities of daily living; and who
- (2) Lack access to, or do not desire to participate in such services offered through other funding sources or programs.

B. Providers will serve only participants whose needs, while at their centers, do not exceed center resources, and will not serve those who would be more appropriately served in another setting.

C. Each center shall develop and maintain written policy defining appropriate and inappropriate participants.

4. Program Outcomes

The primary goal of adult day care/day health is to provide an intermediate level of care between full-time home care and full-time nursing home care, thereby delaying the need for more costly options of hospitalization and nursing home care. Through periodic monitoring activities and analysis of data reported monthly the Office of Aging will determine the extent to which the following broad program outcomes have been or are being achieved:

- A. Participants will maintain or increase their independence, resulting in their ability to remain in their homes or the community.
- B. Participants and their caregivers, when present, will experience an improved quality of life.
- C. Caregivers, when present, will experience relief from the responsibilities of caregiving, including the ability to retain a job outside the home, if appropriate.
- D. Participants will be able to remain in their homes, or in the community, longer. Institutional placement is delayed.
- E. Caregivers and participants are satisfied with the services provided.

1.5 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- To promote, and provide a continuum of care and support to all seniors and their families to insure seniors live a safe, active, healthy, meaningful, and productive life.
- Develop a network of integrated and effective health and human services that improve health outcomes and promote health equity.
- Support aging in place and a high quality of life for seniors

1.6 Purchasing the RFP

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

1.7 SUBCONTRACTING OPPORTUNITIES

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

1.8 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **April 12, 2012 at 10:00 A.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.9 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Thursday, April 26, 2012 at 10:00 A.M.** legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.10 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.11 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person. ***Al Micah Phillips, Assistant Purchasing Agent, email: almicah.phillips@fultoncountyga.gov. Fax 404-893-1736*** any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

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

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

County – Fulton County Government and its authorized representatives.

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

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

Owner – Fulton County Government

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

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

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

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

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

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

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

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

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

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **April 19, 2012 at 5:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

Fulton County Department of Purchasing & Contract Compliance

Attn: Al Micah Phillips

Public Safety Building

130 Peachtree Street S.W. Suite 1168

Atlanta GA 30303

Email: almicah.phillips@fultoncountyga.gov

(404) 893-1736

RE: 12RFP83239YA-AP, Aging Services-Adult Day Health Program

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

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

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of

this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2012, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2012. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2013 and shall end no later than the 31st day of December, 2013. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2014 and shall end no later than the 31st day of December, 2014. If the County chooses not to exercise any Renewal

Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. Term Subject to Events of Termination

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

d. Same Terms

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

e. Statutory Compliance Regarding Purchase Contracts.

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

2.6 RFP SUBMITTALS

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

2.7 PROPOSAL EVALUATION

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

2.8 DISQUALIFICATION OF PROPOSERS

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

2.9 RESERVED RIGHTS

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

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

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

2.14 RESPONSIBILITY OF PROPOSER

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

2.15 CONFIDENTIAL INFORMATION

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

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

2.16 COUNTY RIGHTS AND OPTIONS

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

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

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

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.18 TERMINATION OF NEGOTIATIONS

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

2.19 WAGE CLAUSE

Pursuant to 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.

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

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

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Kenn Vanhooose, Program Manager, Fulton County Office of Aging, or designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the

Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 5, Proposal Forms for declarations and affidavits.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

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

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

2.24 RIGHT TO PROTEST

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.25 FIRST SOURCE JOBS POLICY

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

2.26 NON-COLLUSION

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

2.27 EXCEPTIONS TO THE COUNTY'S CONTRACT

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

Such exceptions shall be considered in the evaluation and the award processes. The County shall be the sole determiner of the acceptability of any exception. See Section 5, Proposal Forms for declarations and affidavits.

2.28 GENERAL REQUIREMENTS

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

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

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

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2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
 3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
 4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
 5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **April 26, 2012 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP 12RFP83239YA-AP
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303**

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

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

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

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 12RFP83239YA-AP
Aging Services-Adult Day Health Program**

**[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit the following:

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

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

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

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

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

3.3.1 Service and Activity Characteristics

The successful proposer shall provide service that includes the following:

- A. Thorough comprehensive client assessment, an initial level of functioning is determined for each client.
- B. The level of functioning is used to determine each client's daily activity schedule, also taking into account each client's personal interests and past experiences.
- C. Each client's daily schedule is made up of diverse activities which maintain, restore or improve his/her functioning.

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- D. Daily program activities are designed for each participant and provide the basis for individual and program outcome measurement.
 - E. Collects outcome data which are used to validate current assessments of clients' level of functioning, i.e., whether the scheduled activities in each client's individual care plan are appropriate for his/her level of functioning.
 - F. Analyzes outcome data and modifies or adjusts individual activity plans accordingly.
 - G. Based on the preceding criteria, the services/activities are flexible, according to each participant's abilities, interests and needs.
 - H. Clients have choices about which, if any, of the available services they will use.
 - I. Staff assists elderly persons and/or their family caregivers to act on their own behalf.

3.3.2 Service Delivery Model

The successful proposer must be an existing provider of Adult Day Health Services, as defined below:

Community based programs that provide social, rehabilitative and minor health services to physically and/or mentally functionally impaired elderly (age 55+), for the purpose of restoring or maintaining optimal capacity for self-care. These programs provide services through individual plans of care and target elderly persons who could be at risk of institutional placement if intervention is not provided. These may be persons who are ineligible for or do not wish to participate in the CCSP, but whose need for assistance is greater than that of participants in the basic adult day care program. Participants in this model of care will have moderate to substantial degrees of impairments in functioning and cognition, based on assessments using the Determination of Need-Revised (DON-R) and the Folstein Mini-Mental Status Examination (MMSE).

3.3.3 Hours and Days of Operation

Services must be available at minimum 7:00 AM to 7:00 PM, Monday through Friday.

3.3.4 Program Description

The Successful Proposer shall have a written description of the following:

- A. A definition of the program goals; the days and hours of operation; a description of the services provided or made available to participants; a description of the target population to be served by the program, including age groups a specific day care needs;

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- B. A description of any limitations of the program for providing services to individuals with special care needs;
 - C. The program's policy for fees for service, and private pay services including the daily charge; any additional fees for specific services, goods, or supplies that are not included in the daily charge (e.g. transportation, bathing assistance, personal care assistance, etc.); and the method for notifying participants or their representatives of any changes or adjustments in fees.
 - D. The program's policy and procedures for accepting voluntary contributions from or on behalf of participants, including safeguards to prevent denial of service for non-contribution.
 - E. The procedure for informing participants' families/caregivers, of any major change in general functioning or medical condition;
 - F. The procedures for documenting any incident occurring at the program site which would affect the health, safety or welfare of participants.
 - G. The procedure for implementing universal precautions.
 - H. A statement of how the program will handle situations when a participant arrives at the site with a communicable illness or begins to display symptoms of such an illness while at the site.
 - I. An explanation of how emergency medical situations will be handled at the site, including how participants and caregivers are informed of the procedures. The facility must:
 - a. Stock and maintain in a single location first aid supplies to treat burns, cuts and poisoning. Staff shall assure that supplies with shelf dates are replaced in a timely manner to avoid expiration.
 - b. Make arrangements for emergency care and/or transfer to an appropriate place for treatment, including, but not limited to physician's office, clinic or hospital.
 - c. Have a procedure in place to provide immediate notification to the client's physician, next of kin/responsible party, or agency who placed the client in the facility of any accidents or injuries.
 - d. Describe and document each accident, injury, or illness, including a statement of final disposition.
 - J. A policy and procedures to assure that no staff member, volunteer, visitor or any other person may be on the premises of the center during the hours of operation if the person exhibits: symptoms of illness, communicable disease transmitted by normal contact, or behavior which gives reasonable concern for the safety of the participants and others.
 - K. A procedure for following up on any unexplained absences of participants.
 - L. A statement of smoking restrictions for the facility, and precautions to be taken for non- smoking participants, if appropriate.

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- M. A procedure for obtaining a signed authorization from the participant or caregiver, if applicable, allowing the release of any information about the participant to a third party.
 - N. A description of the criteria for voluntary and involuntary discharge of a participant from the program, and the time frame for notifying the participant and/or caregiver prior to an involuntary discharge.
 - O. A procedure for investigating and resolving complaints made by participants, family or other caregivers, or other interested persons about the services provided by the adult day care program, including providing information to such persons about appropriate local, county and/or state agency contacts.
 - a. Staff shall inform new participants or their representatives in writing of the facility's complaint procedures within 10 calendar days of services beginning.
 - b. Staff shall date-stamp all written complaints received and maintain accessible records of the complaint and resolution.
 - c. Designated administrative staff shall assure that facility staff register and evaluate all complaints brought to their attention within five business days of receipt of the complaint.
 - P. Maintain an organizational chart, illustrating the lines of authority and communication within the program.
 - Q. Program staff shall provide written information about the program to all applicants, and to other interested parties upon request.
 - R. Program participants and/or their caregivers, if any, shall receive at least 30 days' notice, in written form, prior to any changes in the program elements described in (1) above which would have a direct effect on the participants.
 - S. Participant rights. The program shall post and/or distribute to participants and caregivers a written document of the following rights accorded to the participants. The materials shall be made available to individuals in the language(s) they best understand and shall include, at a minimum:
 - a. The right to be treated with respect and dignity;
 - b. The right to be free from physical or verbal abuse or mistreatment;
 - c. The right to participate in the development of one's service plan, with support from staff or caregiver, as needed;
 - d. The right to refuse to participate in any particular activity;
 - e. The right to privacy and confidentiality;
 - f. The right to be fully informed of all the services provided or available and the charges, if any, of each service;
 - g. The right to be informed of the reason for discharge and the procedure for appealing that decision;
 - h. The right to initiate a complaint and be informed of the complaint resolution process;

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- i. The right to a clean and safe environment while at the program facility.
 - T. Written agreements. The successful proposer shall initiate and maintain written agreements which describe:
 - a. Administrative or participant care services which are provided for the adult day care program by any outside agency or organization; and
 - b. Collaborative relationships with other agencies which share space or program staff within a multi-use facility.
 - c. Disclosure of the provision of specialized services for persons with Alzheimer's disease and related disorders.
 - U. Record Maintenance
 - a. Personnel records. The successful proposer shall keep personnel records in a central location in the facility, for six years, according to record retention requirements.
 - b. Participant attendance records. The successful proposer will maintain a record of daily attendance and transportation to and from the facility, including the time each person began receiving/ participating in services each day and the time s/he left the facility's care. If transportation is provided by the facility, the driver's transportation records will also document times of arrival and departure. The facility also will document arrival and departure times for participants not using facility-provided transportation.
 - c. Transportation records. The facility driver(s) shall maintain accurate daily transportation and mileage records, and records of expenses for purchases of gas and oil.
 - d. The successful proposer shall maintain and retain in a secure place participant records, according to state record retention requirements, for at least six years upon discharge/termination from the program.
 - e. Staff shall date-stamp all written complaints received and maintain accessible records of the complaints and resolution.

3.3.5 Participant Enrollment Procedures

- A. The applicant, and caregiver, if applicable, shall be informed of the length of any "trial period" required by the adult day care program to determine its ability to serve the individual and the individual's desire to participate in the program.
- B. Staff shall provide clients or their representatives with written notice of the program's complaint procedures within ten calendar days of the initiation of service.
- C. The successful proposer shall obtain and document upon acceptance into the program any additional, relevant participant and caregiver information. Program staff shall have access to and maintain in an

approved method and medium the following information at a minimum:

- a. The participant's full name, address, telephone number, date of birth and living arrangement;
 - b. The name, address and telephone number of the participant's primary caregiver(s);
 - c. The name, address and telephone number of at least one family member or significant other designated as the emergency contact, if different from the primary caregiver;
 - d. The name, address and telephone number of the participant's primary care physician; and
 - e. The name, address and telephone number of the referring or coordinating agency and case manager, if applicable.
- D. The program shall maintain all participant information on site, either in manual or electronic formats approved by the Division.
- E. The participant, or responsible party, shall sign a statement acknowledging receipt of a written description of the services to be provided, the cost of those services and a statement of participant's rights. The facility will maintain the original signed copy in the client record and provide a signed copy to the client/her representative.
- F. Health Statement. The successful proposer must obtain a statement signed by a licensed physician, physician's assistant, or registered nurse, within 90 days prior to enrollment, or within 30 days after enrollment which includes:
- a. An indication that the participant is free from any communicable disease that would be detrimental to other participants and staff, including tuberculosis;
 - b. A list of current diseases, chronic conditions, and drug, food or other allergies;
 - c. A statement of any restrictions in the participant's ability to participate in program activities;
 - d. The names of all prescribed, over-the-counter and alternative medications including dosages, currently being used by the participant.
- G. Program staff shall assure that any participant discovered to have a communicable condition of any duration is referred immediately for treatment.

3.3.6 Participant Assessment and Service Plan Development

- A. If a case management agency staff or adult day care staff have assessed participants prior to admission to the day care program by, that agency shall provide to the day care program a copy of the comprehensive assessment for use in service planning. If no assessment has been completed prior to admission, the day care program staff shall conduct the comprehensive assessment, using the instruments specified by the Division of Aging Services, prior to developing an individualized plan. Staff members conducting assessments shall have the expertise, experience and/or training relevant to the client population being served.
- B. Staff shall complete the service plan to meet the person's identified needs and implement the plan within 30 days of admission and include:
 - a. Comprehensive information about the participant's functional abilities and disabilities, strengths and weaknesses, personal habits, preference and interests, likes and dislikes, medical condition and any other information helpful to developing the service plan, such as a life review. The Folstein Mini-Mental Status Exam (MMSE) is the instrument which will be used to assess cognitive functioning. The core assessment instrument for functional capacity and unmet need for care is the Determination of Need-Revised (DON-R) and, along with the MMSE, is the primary source of information for service planning. The NSI-DETERMINE Checklist also is used when appropriate to determine nutritional status and unmet dietary needs.
 - b. A statement of the services and activities the program will provide in order to meet the needs and personal interests identified.
 - c. Documentation of the participant's usual travel arrangements to and from the site, the usual times for arriving and leaving, and any plan for using transportation services.
- C. Staff shall review the individualized service plan every six months, or more often if warranted by changes in functional status, cognitive status, health condition, or preferences and update accordingly. Staff shall document any changes in the participant's record.
- D. Staff shall document participant progress toward attaining and maintaining service plan goals for each participant, including using any indicators and criteria which may be established by the Division.
- E. Staff shall conduct comprehensive reassessments of each participant at least annually, or more often as changes in conditions indicate.
- F. The program shall establish processes and mechanisms which foster regular, timely communications among staff, and with the participant and caregiver about the participant's daily capabilities, interests, general well-being, and response to the service plan.

3.3.7 Program Services

The range of services provided or arranged by the program shall be based on the written description of the program outlined in "Program Characteristics" and shall include at least the following:

- A. Activity programming which takes into consideration individual differences in health and functioning, lifestyle, ethnicity, religious affiliation, values, experiences, needs, interests, abilities and skills;
- B. Nutrition services, including education and counseling for participants and caregivers, when appropriate;
- C. Assistance and supervision (including the use of visual cues with persons with dementia) as needed with activities of daily living, such as walking, grooming, toileting, eating; and
- D. Exercise or physical activity appropriate to each person's functional status, and rest.
- E. The services provided by the program as part of implementing individualized service plans shall:
 - a. Involve participants to the maximum extent possible in the planning and implementation of the activities;
 - b. Include individual and group activities that encourage creativity, social interaction, physical exercise; and
 - c. Provide opportunities for indoor and outdoor activities, including outings to points of interest and involvement in the community, to the extent that their physical and cognitive conditions permit them to participate.
- F. Additional services may be arranged for or provided by the adult day care program and may include, but are not strictly limited to the following, depending on the interests and needs identified for the target population to be served:
 - Transportation
 - Social services
 - Personal care
 - Medication administration assistance
 - Nursing services
 - Health monitoring
 - Physical therapy
 - Occupational therapy
 - Speech therapy

3.3.8. Meal Requirements

- (a) The successful proposer shall assure that an appropriate, nutritious meal is provided to each participant in attendance at the program for

5 or more hours, with lunch service occurring between the hours of 11:00 a.m. and 1:00 p.m.

- (b) Meals served by the facility shall be suitable in quantity and quality to provide at least one-third (1/3) of an adult's daily nutritional requirements (if only one meal is served) as established by the Recommended Dietary Allowances, and must be served according to menus developed by a qualified dietician.
- (c) Special diet meals, including texture modifications, ordered by the client's physician, and developed by a dietician, must be labeled with the client's name and type of diet.
- (d) The facility shall make available nutritious, appropriate snacks for those participants who may need and want them (morning and afternoon, at a minimum, depending on hours of operation and attendance.)
- (e) Menus must be planned and posted at least two weeks in advance. Each menu must be dated and maintained on file. Staff may use the Division's Nutrition Services requirements in developing menus.
- (f) Programs may purchase meals meeting the dietary requirements from agencies which provide meals for the non-Medicaid Home and Community Based Services Program, in accordance with Older Americans Act Nutrition Program requirements.
- (g) Programs may qualify for U.S.D.A reimbursement for meals which meet the RDA requirement and which are served to eligible individuals, either through the provider's status as a contractor of the area Agency on Aging or through a working agreement with the AAA per DAS policies on USDA reimbursement (PI 151, 1/2001).
- (h) Programs shall arrange for or provide dietary counseling and nutrition education for clients and their caregivers, using the services of appropriate professionals from the field of dietetics and adult nutrition.

3.3.9. Administration of Medications

- (a) The adult day care program shall have a written policy for medication management and shall designate specific staff to be authorized and trained to assist with the administration of medications. The policy shall address the program's role in the supervision of self-administered medications and/or staff administered medications.
- (b) Administration of medications.
 - (1) **Clients who choose not to or who cannot self-administer their medications must have their medications administered by a person who holds a current license under state law which authorizes the licensee to administer medications.**

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- (2) All medication prescribed to clients must be dispensed through a pharmacy or by the client's treating physician or dentist.
 - (3) Physician samples may be given to a client provided the medication has specific dosage instructions for the individual client.
 - (4) Each client record must contain a medication profile, including but not limited to a listing of any known allergies to medications, current medications (including OTCs), with pharmacy name(s), strength, dosages, frequency, directions for use, route of administration, prescription numbers, and dates of issuance by each pharmacy.
- (c) Assistance with self-administration. Licensed nursing staff may provide assistance to individuals who are incapable of self-administering medications independently, including and limited to:
- (1) Providing reminders to take medications at prescribed times;
 - (2) Opening containers or packages and replacing lids;
 - (3) Pouring prescribed dosages of liquid and solid medications according to medication profile record;
 - (4) Returning medications to the proper locked areas;
 - (5) Obtaining medications from a pharmacy;
 - (6) Listing on the individual client's medication record profile the medication name, strength, dosage, amount received, directions for use, route of administration, prescription number, pharmacy name, and date each medication was issued by the pharmacy.
- (d) Self-administration
- (1) Staff shall assure that the prescribing practitioner will review and update the participants' medications list no less than annually.
 - (2) Clients who are able to administer their own medications must be assessed at least once a month by licensed nursing staff to determine their continued ability to self-administer their medications/treatments. Staff will document the assessment in the client record.
 - (3) Clients who choose to keep their medications locked in a central medication storage area may be permitted access or entrance to the area for the purpose of self-administering their own medication and/or treatment regimen. A facility member must remain in or at the storage area the entire time the client is present.
- (e) General medication management procedures.

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- (1) Each client who takes medication or treatment at the day care program facility must have in his/her record written orders from the prescribing practitioner(s) for each such medication or treatment.
 - (2) Each client record must contain documentation of known drug, food and contact allergies and adverse reactions. Nursing staff shall have access to and use the most current edition of the Physician's Desk Reference (PDR) or equivalent professional pharmaceutical reference in assessing potentially adverse drug reactions.
 - (3) The program director, activities director, or nursing staff shall report immediately to the client's physician and responsible party any unusual reactions to medications or treatments.
 - (4) When the program staff supervises or administers medications, the actual administration of medications must be documented in the participant's permanent record, including the name of the medication, dosage, method of administration, date and time administered, and the name of the staff member who administered the medication. Staff must keep a written record of occasions when the client does not receive or take medications/ treatments as ordered/ prescribed.
- (f) Storage.
- (1) The facility must provide a locked area for all medications, including over-the-counter drugs. All medications shall remain in the original labeled containers.
 - (2) Acceptable methods of storage include, but are not limited to:
 - (A) Central storage area;
 - (B) Medication cart.
 - (3) The medication room or cabinet storage area must have a separate, permanently attached cabinet, box or drawer with a lock to store drugs covered by Schedule II of the Controlled Substances Act of 1970.
 - (4) Each participant's medication must be stored separately from other clients' medication within the storage area.
 - (5) Refrigerators used for medication storage must be located in designated and locked storage areas. Medication requiring refrigeration must be stored in a refrigerator used only for medicine storage, or in a separate and locked storage box in a refrigerator.
 - (6) Poisonous substances and medications labeled "For external use only" must be stored separately from other medications within the locked storage area.

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- (g) Disposal
 - (1) Medications no longer being used by the clients for the following reasons must be kept separate from current medications and are to be disposed of only by registered pharmacists licensed to practice in the state of Georgia:
 - (A) Medications discontinued by order of the physician;
 - (B) Medications which remain after a client has died;
 - (C) Medications which have passed the expiration date.
 - (2) Healthcare professionals who administer injections, or perform other procedures involving the drawing of blood, shall dispose of sharps in appropriate sharps disposal systems or containers, in accordance with O.C.G.A. 13-12-13, and any applicable guidelines issued by the Centers for Disease Control and Prevention, the National Institute of Occupational Safety and Health (NIOSH), the Occupational Safety and Health Act (OSHA), and any other governing rules and regulations.

3.3.10 Sharps Disposal Guidelines

The purpose of these guidelines is to lower the risk for needle stick injury and infection to both staff and the public, including daycare center participants.

1. Immediately after use, place sharps, such as needles and lancets, in a container designed for sharps disposal, or in a thick, puncture-proof, opaque container, such as a bleach or detergent bottle, or a coffee can with a lid. Be sure that the container can be tightly sealed.
2. Label the container to remind of the need for caution in handling the contents.
3. Keep the container safe, away from children and animals.
4. Throw out needles and syringes. Do not try to remove, bend, break or recap needles.
5. When the container is three-quarters full with needles, add bleach to sterilize. Mix one teaspoon of household bleach to 2 cups of water.
6. If using a household bottle or can, when ready for disposal, make sure the lid is tightly sealed.
7. Reinforce the sealed lid with heavy-duty tape. If using a coffee can, make sure the plastic lid is covered with tape to prevent needle punctures.
8. Wrap the container in a brown bag or newspapers and mark it "*DO NOT RECYCLE.*"
9. Place in the garbage bin for regular garbage collection.

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10. Medications kept in a central storage area are to be released to discharged clients when the clients or a responsible party have signed a receipt for the medications.

3.3.11 Personnel

Personnel Administration

- (a) The administrator shall develop and maintain written personnel policies and provide them to each employee. The content shall address the program's/organization's policies on:
 - (1) Annual and sick leave
 - (2) Educational opportunities
 - (3) Pay practices
 - (4) Employee benefits
 - (5) Grievance procedures
 - (6) Performance and evaluation procedures
 - (7) Criteria for advancement
 - (8) Termination procedures
 - (9) Authority for hiring and terminations
 - (10) Use of any work test or probationary period
 - (11) Staff participation in reviews of personnel practices
 - (12) Maternity leave
 - (13) Military leave
 - (14) Civic leave (jury duty and court attendance)
- (b) The administrator shall establish a performance review and evaluation process which will be used by all appropriate supervisory personnel at least annually, and following any probationary period.
- (c) The administrator shall assure that for each full time and part time position there is a current, written job description which includes:
 - (1) Qualifications of education, experience and personal traits required;
 - (2) To whom employee is responsible;
 - (3) Duties and responsibilities;
 - (4) Salary ranges."Staff Positions" for specific guidance on responsibilities and minimum qualifications.

Required Staff Information

- (a) The adult day care program shall maintain on site a file on each employee which is available to the Fulton County Office of Aging staff and any other appropriate state or federal staff who may monitor the program. Programs which are operated from a central

office at several branch locations may, with the Office of Aging's approval, maintain staff files at the central office, with the understanding that such files shall be made available in a prompt and timely manner for the purpose of monitoring or evaluation. Each file shall include at a minimum, the employee's name, address, date of birth, educational status, previous work experience and letters of reference; the name, address, telephone number of person(s) to be notified in an emergency; and any documentation or training, certification, licensure, etc. At a minimum, emergency contact information for each employee is maintained at each site if primary files are housed in a central office.

- (b) Criminal Records Checks. The contracting organization complete a criminal records check for each employee, including the administrator, according to Department of Human Services policies. Staff may begin work assignments prior to the processing of the records check, but shall be subject to immediate termination if the information in the report indicates that s/he has been convicted of for any of the crimes which render individuals ineligible for employment, or has falsified any information related to prior convictions.
- (c) Letters of Reference. The administrator also shall obtain at least three letters of reference or the names of individuals with whom a reference interview can be conducted, including at least one former employer, if any, for each prospective employee. The individuals providing reference information must be knowledgeable of the applicant's background and qualifications, and may not be related by blood or marriage. If the position being recruited is that of the administrator, these requirements accrue to the employing agency.
- (d) Staff Health Status. All employees working directly with participants shall have had a health examination within six months prior to beginning work or within 30 days of beginning work.
 - (1) The report shall certify that the person is in good health, including freedom from communicable diseases that are detrimental to the participants, (including tuberculosis), and otherwise fit for employment. The reports shall be signed by a licensed physician, physician's assistant or registered nurse.
 - (2) If staff cannot produce evidence of acceptable health status, the administrator may commence, continue, terminate, or reassign employment status, based on an assessment of whether the employee's work tasks would pose a significant risk to the health of the employee, co-workers, or the public, or whether the employee is unable to perform the normally assigned job duties.

Staff Positions

Each program shall be operated with adequate numbers of qualified staff, according to the target population(s) and models of programming provided. The program may contract for certain staff services, including activities director, as long as all program requirements ordinarily fulfilled by employees are met. The characteristics of the participants will determine the number and types of staff required. If a mixed model of programming is proposed, the staffing required for the highest level of care will be assured. Positions include:

- (a) Program Administrator
 - (1) The program administrator shall be at least 21 years old and shall be responsible for directing programmatic activities and, in most cases, managing the physical facility.
 - (2) The program administrator shall be knowledgeable about the specific disabilities/conditions of the persons being served by the adult day care program, including knowledge of:
 - (A) The physical and psychological aspects of aging and disabilities, including dementia disorders;
 - (B) The types of functional deficits which result from the disabilities;
 - (C) The types of services the program must provide to meet the participants' needs resulting from the functional impairments associated with the disabilities.
 - (3) Knowledge of these areas shall be demonstrated by the following or their equivalents:
 - (A) A Bachelor's degree from an accredited four-year college or university, with at least one year of experience in working with people in a human services program; *or*
 - (B) 60 semester hours, or an associate degree from an accredited college or university, with three years' experience in working with people in a human services program; *or*
 - (C) Licensure or certification in a health or human services profession, with one year of experience in a human service or medically-related program.

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- (4) The activities director may fulfill the function of program administrator if s/he meets all qualifications.
 - (5) The facility shall have a policy regarding the delegation of responsibility in the administrator's absence, not to exceed ten working days.
 - (6) Anyone hired prior to the effective date of these requirements, who has served continuously in the capacity of director may be considered qualified as the program/facility director.
- (b) Activities Director
- (1) The activities director must have:
 - (A) A Bachelor's degree from an accredited college or university, plus one year experience in working with the elderly or people with disabilities/dementia, or in a human services program; or
 - (B) 60 semester hours from an accredited college or university, plus two years' experience in working with the elderly or people with disabilities/dementia, or in a human services program; or
 - (C) Completed a formal training program for activities directors, plus two years' experience in working with the elderly or people with disabilities/dementia *or*
 - (D) Licensure or certification in a health or human services profession, with one year of experience in a human service or medically-related program.
 - (E) Two years' experience in a social or recreational program within the last five years, one year of which was full-time in a patient activities program in a health care setting.
 - (2) Anyone hired prior to the effective date of these requirements, who has served continuously in the capacity of activities director, may be considered qualified as the activities director.
- (c) Nursing staff. If the program components and services offered include nursing services, the facility nurse must be either a registered nurse or a licensed practical nurse.
- (1) The RN must have and maintain a current license from the Georgia Board of Nursing and must practice in compliance with the Georgia Registered Professional Nurse Practice Act (O.C.G.A. 43-26-1)

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- and rules and regulations of the Board of Nurse Examiners.
 - (2) The LPN must have and maintain a current license from the Georgia Board of Nursing and must practice in accordance with the Georgia Practical Nurses Practice Act (O.C.G.A.43-26-2) and rules and regulations of the Georgia Board of Examiners of Licensed Practical Nurses. {See §302.10.3(6)(b) regarding Registered Nurse Consultants.}
 - (3) If the program administrator also is the facility nurse, and leaves the facility to perform other duties related to the provision of the day care program, another licensed nursing professional must fulfill the duties of the facility nurse during his/her absence.
 - (d) Day care assistants
 - (1) Assistants must be at least 18 years old, and may also perform the duties of bus drivers, aides, cooks, custodians, porters, housekeepers and laundry workers.
 - (2) All assistants who serve as drivers must have a current Georgia operator's license, which is appropriate for the class of vehicle used to transport clients, and must maintain current Adult Cardio Pulmonary Resuscitation (CPR) certification.
 - (3) If an assistant prepares or serves food in the facility, s/he must observe and meet all state and local health requirements for food service sanitation.
 - (e) Food Service personnel. If the facility serves meals prepared on site, it must have sufficient, qualified food service staff to prepare meals and snacks, and who meet all state and local requirements for food service sanitation.

Staff Responsibilities

- (a) Program Administrator. The administrator is responsible for:
 - (1) Managing the adult day care program and the facility, including preparation and management of the annual budget, if applicable;
 - (2) Training and supervising facility staff;
 - (3) Monitoring the facility building and grounds to ensure compliance with all codes and requirements;
 - (4) Developing or overseeing the preparation of clients' individual plans of care.
 - (5) Maintaining all financial and client records;

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- (6) Developing relationships with community groups and agencies for identification and referral of clients;
 - (7) Maintaining communication with clients' family members or responsible parties;
 - (8) Assuring the development and maintenance of individual plans of care; and
 - (9) If she/he serves as a nurse consultant during the same workday period, she/he is fulfilling her/his responsibility as director.
- (b) Activities director. The activities director is responsible for:
- (1) Planning and directing the daily program of activities, including physical fitness exercises or other recreational activities;
 - (2) Recording the client's social history;
 - (3) Assisting with the client's related support needs;
 - (4) Assuring that the identified related support services are included in the client's individual plan of care; and
 - (5) Signing and dating monthly progress notes about social and related support services provided.
- (c) Facility nurse. The facility nurse is responsible for:
- (1) Assessing the clients' nursing and medical needs, if appropriate to the population being served.
 - (2) Developing or contributing to the development of clients' individual plans of care;
 - (3) Obtaining physicians' orders, when appropriate, for medication and treatments to be administered;
 - (4) Determining whether clients have appropriately taken, applied or used self-administered medications;
 - (5) Entering, dating and signing monthly progress notes on any medical care provided;
 - (6) Administering medication and treatments;
 - (7) Providing health education to clients and caregivers;
 - (8) Maintaining the medical portions of client records.
- (d) Day Care Assistant. The assistant is responsible for:
- (1) Providing personal care services (assistance with activities of daily living [ADLs]);
 - (2) Assisting the AD with recreational activities;
 - (3) Providing protective supervision (observation and monitoring).
- (e) Food service personnel. Food service personnel are responsible for:
- (1) Preparing and/or serving meals and snacks;

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- (2) Maintaining the kitchen area and utensils in a safe and sanitary condition.
 - (f) Other staff positions. The facility may engage the services of the following types of staff, with associated responsibilities.
 - (1) Dietician consultant. The dietician consultant will be a Registered Dietician, licensed to practice in Georgia, who will plan and/or review menus and will:
 - (A) Approve in advance and sign each snack and meal menu;
 - (B) Review menus monthly to assure that any substitutions made are appropriate;
 - (C) Develop any special diets specified by physicians for individual clients.
 - (2) Registered Nurse consultant. In facilities in which nursing services are provided by a LPN, a registered nurse consultant must provide on-site consultation not less than four hours per week and will:
 - (A) Document the consultation provided.
 - (B) Provide the consultation at the facility during the hours the clients are present;
 - (C) Review care plans and recommend changes, as needed;
 - (D) Assess clients' health conditions;
 - (E) Consult with the LPN in solving problems involving client care and services planning;
 - (F) Counsel clients, and caregivers, on health needs;
 - (G) Train, consult and assist the LPN in maintaining proper medical records;
 - (H) Provide in-service training for direct service staff.

Staffing Patterns and Ratios

- (a) The administrator shall plan for and fill staff positions according to the goals of the program and the manpower needed to develop and direct the activities which meet the program goals.
- (b) At least one staff member age 18 or over shall be on the premises at all times participants are present.
- (c) In addition to administrative staff, there shall be a minimum of one direct service staff person for each eight non-severely impaired participants at the day care site.

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- (d) In addition to administrative staff, there shall be a minimum of one direct service staff person present for each four severely impaired participants at the day care site.
 - (e) The day care program shall provide sufficient staff time and staff expertise to implement the program and to develop participant service plans.
 - (1) The administrator shall work a minimum of 40 hours per week, performing duties related to the provision of adult day care.
 - (2) The activities director shall work a minimum of 40 hours per week, unless working through a consulting contract. In that event, the administrator is responsible for assuring that adequate and appropriate staff is available to fulfill all duties of the activities director.
 - (f) The program shall document daily staffing patterns through time cards, time sheets, or other appropriate methods used for payroll purposes.
 - (g) Volunteers who meet the same standards, requirements and training as employees, and who have signed a written job description, may be counted as part of the staff-to-participant ratio.

Staff Training

- (a) The adult day care program shall have and implement a written plan for providing orientation and training to staff members in order to meet the requirements of this section.
- (b) Orientation. All adult day care staff who interact with participants, and volunteers who are included as part of the staff-to-participant ratio, must complete an orientation within the first two weeks of employment. Content shall include, but not be limited to:
 - (1) An explanation of participant rights;
 - (2) An explanation of the adult day care program policies, including the client population served;
 - (3) Training in recognizing and responding appropriately to medical and safety emergencies, including adult CPR certification and first aid;
 - (4) Orientation to health care delivery, including safe body functions and mechanics; personal care techniques and procedures;
 - (5) An explanation of established emergency and evacuation procedures, including proper use of fire extinguishers;

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- (6) An explanation of the program's procedures related to universal precautions, prior to exposure to potentially infectious materials;
 - (7) Identification and reporting of suspected abuse, neglect, and/or exploitation of participants.
- (c) Training. Within 90 days of employment, all employees who provide care to participants shall have received a minimum of 18 hours of training in the following areas, if the areas are relevant to their job responsibilities:
- (1) Information about the needs and abilities of the participants served;
 - (2) The physical and psychological aspects of each participant's disabilities;
 - (3) The techniques used in providing personal care to participants, for example, bathing, grooming, walking, feeding, etc.
 - (4) The interpersonal communications skills needed to related to participants including, but not limited to:
 - Understanding the philosophy of independent living;
 - Respecting participant rights, needs and uniqueness;
 - Respecting age, cultural and ethnic differences;
 - Confidentiality;
 - (5) Substitute staff.
 - (A) Staff employed as substitutes on an infrequent basis are not required to complete 18 hours of initial training;
 - (B) Substitute consultant staff, if any, must complete 3 hours of orientation.
 - (C) Substitutes for direct service staff used on a regular basis must complete all training requirements of this section.
- (d) Continuing education.
- (1) After the first year of employment, all employees who have direct care or program activity responsibilities, including the program administrator shall complete three hours of continuing education quarterly or 12 hours in total annually.
 - (2) Educational topics shall be pertinent to the general job responsibilities of each staff member.
 - (3) Hours of continuing education may include in service training, outside workshops, lectures, or training

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- provided through audio/video, or Internet interactive technology.
- (4) The trainers shall be persons known to have expertise in the topics presented and may include staff members.
 - (5) The program administrator shall assure that appropriate staff maintains current Adult CPR and Basic First Aid certifications.
- (e) The program administrator shall document the initial training and continuing education completed by each staff member, including dates, times, and topics of training.
 - (f) The adult day care program shall provide orientation, training and supervision to program volunteers.

3.3.12 Environment Sanitation

- (a) Food Service
 - (1) Individuals who prepare or serve meals at the site shall wear clean clothing and wash their hands before and after each handling of food, and after using the toilet.
 - (2) Day care participants who assist in preparing/serving food shall be directly supervised by staff.
 - (3) All kitchen utensils and food contact surfaces used in preparation, storage, and food service shall be thoroughly cleaned and sanitized after each use.
 - (4) Single-service utensils may not be reused
 - (5) All utensils and dishes shall be scraped and pre-washed under running water.
 - (6) Facilities providing site prepared meals must provide a three compartment sink and use the following three step procedure for manual dishwashing:
 - (A) Wash in water of at least 110° Fahrenheit (43° Celsius.);
 - (B) Rinse by immersing dishes and utensils in clean, hot water to remove soap/detergent; and
 - (C) Sanitize by immersing dishes and utensils for at least two minutes in a solution of sanitizer acceptable under DHS Rules and Regulations for Food Service.
 - (D) Sinks must be large enough to permit the complete immersion of utensils and equipment; each compartment must be supplied with hot and cold potable water.

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- (E) A two-compartment sink will be acceptable only where single-service tableware is used.
 - (7) For mechanical washing of dishes and utensils in residential dishwashers with a temperature setting of at least 110° Fahrenheit (43° Celsius.) the following shall apply:
 - (A) Wash and rinse dishes and utensils in the dishwasher; and
 - (B) Remove from dishwasher and sanitize by submerging dishes and utensils for at least two minutes in a solution of sanitizer acceptable under DHS Rules and Regulations for Food Service.
 - (8) For mechanical washing of dishes and utensils using a commercial dishwasher, the following shall apply:
 - (A) Wash in water of at least 130° Fahrenheit (54° Celsius) for at least 20 seconds, using an effective cleaning agent;
 - (B) Rinse and sanitize at 180° Fahrenheit (82° Celsius.) for 10 seconds or more, using automatic rinse injector; and
 - (C) Have readily visible temperature gauges in the wash compartment of a mechanical dishwashers and the rinse tank of an immersion-type dishwasher.
 - (9) All dishes and utensils shall be air-dried in racks or baskets or on drain boards, unless a dishwasher which performs this step is used.
 - (b) Food Storage.
 - (1) All food and drink shall be stored in a safe and sanitary manner. No food or drink shall be stored on the floor.
 - (2) All perishable foods shall be covered and refrigerated at or below 40° Fahrenheit (4° Celsius) and stored in a sanitary manner.
 - (3) Freezing units shall be maintained at or below 0° Fahrenheit (-18° Celsius). Foods to be stored in a freezer shall be wrapped in appropriate materials or containers and identified with the storage date and contents.
 - (4) Each refrigerator and freezer shall have an accurate thermometer inside the unit.
 - (c) Food preparation kitchens must have separate hand washing fixtures, providing hot and cold water, soap

and individual towels (preferably paper). Where a kitchen area is used only to serve food prepared elsewhere and cooking equipment is used only to warm food, prepare hot drinks, or provide similar limited food service, separate hand washing sinks in the kitchen area are not required.

(d) General Conditions. The grounds, building, and furnishings shall be free from litter, clean and safe, and in good repair.

- (1) Waste, trash and garbage must be removed from the premises at regular intervals, in accordance with state/local practices.
- (2) All outside refuse containers must have tight fitting lids which are left in closed position.
- (3) Containers must be maintained in clean and serviceable condition.
- (4) Floors must be maintained in good condition and cleaned regularly.
- (5) Walls and ceilings must be structurally sound and maintained, cleaned, repaired and/or painted when needed.

(e) Toilet rooms and fixtures be accessible, shall function properly and shall be maintained in a sanitary and odor free condition.

- (1) At least of one toilet is available for every 15 participants or fraction thereof. If separate toilets for staff and volunteers are not provided, they are included in the count. If urinals are provided, they are counted as one-half toilet.
- (2) There shall be a minimum of one lavatory for every two toilets, or fraction thereof.
- (3) The floor area of each toilet room shall measure a minimum of 15 square feet per installed toilet. For each additional plumbing fixture, there will be an additional eight square feet.
- (4) Multiple toilet rooms shall have individual stalls with doors which can be closed.
- (5) All toilets must be equipped with grab bars.
- (6) Lavatories must provide hot and cold water, soap and either warm air dryers or a sanitary source of individual paper towels. Each toilet room shall be equipped with waste receptacles

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- which are emptied and cleaned regularly, but not less than weekly.
 - (7) Exposed lavatory pipes must be covered with an appropriate form and amount of insulating material.
 - (8) Doors to all toilet rooms must be equipped with locks which can be opened from the outside, in case a participant experiences difficulty and needs staff assistance.
 - (f) Bathing units. A minimum of one bathing unit must be provided in facilities which provide assistance with personal care and bathing.
 - (1) The bathing unit must not interfere with the use of restrooms by other participants.
 - (2) Each tub or shower must be in an individual room or enclosure which provides for the private use of the fixture, for bathing, drying and dressing.
 - (3) Tubs/showers for participant use must have non-slip bottoms or floor surfaces, either installed or applied to the surface.
 - (g) Odor control. All bathrooms, toilet rooms, and other odor producing rooms, or areas where soiled materials are handled, must be mechanically ventilated to the exterior. Windows may not be the sole source of ventilation.
 - (h) Pest control. The facility must make every effort to guard against insects, rodents, and any other condition that would affect a sanitary environment.
 - (1) A pest control program must be provided by qualified center staff or by contract with a licensed pest control company, using the least toxic and flammable chemicals available.
 - (2) The facility shall maintain documentation of routine pest control work performed.

3.3.13 Safety and Accessibility

- (a) The center shall have a standard telephone (not a pay telephone) on the premises which is immediately accessible during the center's hours of operation. A list of emergency telephone numbers shall be posted at each telephone.
- (b) Stairs, walks, ramps and porches shall be maintained in a safe condition.

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- (1) All stairways must have handrails made of substantial materials properly installed.
 - (2) Elevators must be maintained in safe, operating condition and be inspected annually.
 - (3) Newly constructed ramps must not exceed 1:12 slope.
 - (4) Ramps, walks, and steps must be of slip-resistant texture and be smooth and uniform without irregularities in the surfaces.
- (c) If the center uses animals as a part of the program activities, any such animals shall be tolerant of people on the premises, and vaccinated against rabies, if appropriate. Documentation of immunizations for all animals shall be maintained at the center.
 - (d) Participants shall have access to a supply of safe drinking water at all times.
 - (e) Each adult day care program shall develop and maintain a current, written emergency response plan (for each site where services are provided), with procedures for responding to fires; tornadoes and other weather-related emergencies; missing participants; injuries; and other emergencies. The day care site must:
 - (1) Conspicuously post the evacuation plan throughout the facility;
 - (2) Inform all staff of their duties during an emergency; and
 - (3) Practice and maintain documentation of quarterly fire and annual tornado drills, noting the amount of time required for staff and participants to complete the drills.

3.3.14 Fire Protection and Personal Safety

- (a) Fire safety is to be observed at all times
 - (1) The adult day care program shall maintain written documentation of annual fire safety inspections, as well as any other inspection reports required by local authorities.
 - (2) The building must be kept in good repair:
 - (A) Electrical, heating and cooling systems shall be maintained in a safe manner.
 - (B) Electrical appliances must be used in a manner that prevents overloaded circuits.

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- (C) Extension cords in excess of 6 feet in length must be secured to prevent falls.
 - (3) Natural gas fuel.
 - (A) For new construction of facilities using natural gas systems, an initial test of gas line pressure from the meter shall be conducted.
 - (B) For existing facilities, pressure tests must be conducted whenever there are major renovations or additions which require an interruption of gas service.
 - (C) All gas heating systems will be checked for proper operation and safety prior to the heating season each year, by a qualified individual.
 - (b) Fire extinguishers and smoke detectors.
 - (1) The day care facility shall have at least one 2A, 10-B-C fire extinguisher per 1,500 square feet of space, or multipurpose extinguishers with acceptable alternative ratings as approved by local fire inspection officials.
 - (2) If square footage indicates the need for only one extinguisher, it shall be located near the kitchen, if food is prepared on site.
 - (3) Each fire extinguisher shall be maintained in operable condition at all times, inspected once a year by a qualified person, and shall bear a label indicating condition and date of last inspection.
 - (4) Each facility shall be equipped with automatic single station Underwriters Laboratory (UL) rated products of combustion type smoke detectors, operated by house current or hardwired/installed. Staff shall consult local fire safety authorities to determine the appropriate number and placement of the detectors. Where selected equipment uses battery backups, they shall be an approved minimum ten year life battery.
 - (5) All staff members shall be instructed in the proper use and maintenance of the fire extinguisher(s) and smoke detectors.
 - (c) Stored Items. Items in storage must be neatly arranged and placed to minimize fire hazard.

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- (1) Gasoline, volatile materials, paint and similar flammable products may not be stored in a building housing clients, unless such storage is approved by the local fire marshal.
 - (2) Accumulations of extraneous materials and refuse is not permitted.
 - (3) Adequate and secure space shall be provided for storing participants' coats and other personal items while in attendance at the center.
- (d) Smoking. The program shall establish and conspicuously post smoking regulations.
- (1) Staff must supervise all participants while smoking.
 - (2) Ashtrays of non-combustible materials and safe design must be used.
 - (3) Curtains, draperies, blinds, and/or shades in public spaces and individual rooms where smoking is permitted must be flame retardant.
 - (4) Metal waste baskets of substantial gauge, or any UL approved containers, must be provided in all areas where smoking is permitted.
- (e) Unless local fire safety authorities provide a written waiver, each site shall have a fire alarm system or working smoke detectors in all activity rooms, rest areas, sleeping rooms, and hallways. Staff shall test such devices monthly and maintain a record of the testing.
- (f) Building exits.
- (1) Exit access corridors must be not less than six feet clear width and kept free of obstructions.
 - (2) Each floor of any multi-story facility occupied by participants must have access to two remote exits.
 - (3) Exit doors must swing in the direction of egress for programs serving 20 or more people per day.
 - (4) Exit doors must be equipped with hardware which opens with a single motion.
- (g) Windows.
- (1) Every room or space normally used by participants, other than bathrooms or any room with attended individual clients, must have at

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- (2) Each outside window must be able to be opened from the inside without the use of tools and must provide a clear opening of not less than 20 inches in width, 24 inches in height, and 5.7 square feet in area.
 - (3) The bottom of the window opening must be not more than 44 inches above the floor.
 - (4) In rooms located higher than three stories above grade, the openable clear height, width and area of the windows may be modified to dimensions necessary to provide ventilation alone.
 - (5) Windows must be equipped with screens which are in good repair.
 - (6) Exceptions to requirements for openable windows:
 - (A) Buildings protected throughout by automated sprinkler systems;
 - (B) Where the room or space has a door leading directly to the outside of the building.
- (h) Water temperatures.
- (1) The water heating system connected to all fixtures used by clients must deliver warm water no hotter than 120° Fahrenheit at the fixture.
 - (2) Hot water for other sanitary uses must be provided at the temperatures required for the appliance or fixture served, or for the operation involved.

3.3.15 Building, Furnishings and Equipment

- (a) Each day care facility shall be designed and constructed in such a way that is accessible and functional in meeting the identified needs of the adult population it serves. Buildings shall be of standard wood frame, brick, block or veneer construction.
- (b) The day care program shall provide at least 35 square feet for each ambulatory participant and at least 50 square feet of usable floor space for each participant requiring assistance with walking, exclusive of kitchen/food service areas, passageways, doorways,

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- bathrooms, toilets, stairways, lockers, offices, storage areas, staff rooms, furnace rooms, parts of rooms occupied by stationary equipment, and outdoor space.
- (c) The facility shall provide sufficient furniture and equipment for use by participants, which provide comfort and safety, and are appropriate for an adult population with physical limitations, visual and mobility limitations and cognitive impairments.
 - (1) Furnishings and equipment are arranged in a manner that does not obstruct exits and movement within the facility.
 - (2) The facility is furnished to provide seating for each participant and table space sufficient to seat all participants for dining at one time. Dining areas and furnishings shall be arranged to accommodate participants using wheelchairs, when present.
 - (3) Textiles/other materials used in furnishings are stain and moisture-resistant and easily cleaned.
 - (d) An area for rest, other than areas used for personal care assistance, shall be provided with a sufficient number of reclining lounge chairs or beds to accommodate the needs of the participants.
 - (1) If a room or rooms with beds are provided, there must be not less than 80 square feet of usable space per bed, and not least than 60 square feet for each bed in a room with multiple beds.
 - (2) A bed room shall be not less than 8 feet in its smallest dimension unless otherwise approved.
 - (e) The facility shall be equipped with a serviceable washer and dryer.
 - (f) Climate control. During winter heating months, room temperatures shall be maintained at not less than 70° Fahrenheit; during summer cooling months, room temperatures shall be maintained at a setting which assures the health, safety and comfort of the participants.
 - (g) The facility must have an office space in a central location for staff to use when recording and maintaining participant files, either manually or electronically.

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- (h) Lighting.
Facilities shall be planned and constructed to provide as much natural lighting from windows as possible, using shades, blinds or draperies to control/prevent glare.
- (1) Illumination for dining areas shall provide for a minimum of 50 footcandles of ambient light.
 - (2) Illumination for activity areas, such as craft rooms, shall provide for a minimum of 100 footcandles of ambient light
 - (3) Illumination for bathrooms shall provide for a minimum of 30 footcandles of ambient light.
 - (4) Illumination for food preparation areas shall provide for a minimum of 50 footcandles of ambient light.
 - (5) Light sources, both installed fixtures and table and floor lamps, shall be incandescent and non-glare in design and installation.
 - (6) Tile floors shall be finished to prevent glare and maintained with non-glare polishes/waxes.
 - (7) Overall lighting design and installation shall provide for consistency of lighting levels throughout the facility, particularly in transition areas from exterior to interior and between rooms, particularly in hallways.
- (i) Transmission of sound shall be controlled through acoustical ceiling materials; carpeting in appropriate areas, if participants' mobility would not be reduced; upholstered furnishings; partitions between activity areas; and isolation of rooms/areas in which noisy activities take place (e.g. kitchens, mechanical rooms etc.).
- (j) Outdoor space. The facility must have a safe, secure and suitable outdoor area for the relaxation and recreation of participants.
- (1) The area must be connected to, be a part of, be controlled by and be directly accessible from the facility.
 - (2) The area must be enclosed by a wall or fence or located in a courtyard; be supervised by staff to prevent clients from wandering; and be large enough to conduct activities.
 - (3) At least 20 percent of the outdoor space square footage must provide shade.

-
- (4) The area must be properly furnished with safe, clean furniture and equipment, appropriate for outdoor use.
 - (k) Existing buildings.
 - (1) Must meet all local requirements pertaining to the use of the building as an adult day care facility.
 - (2) Must be of recognized permanent type construction, as distinguished from movable buildings or construction.
 - (3) Must have electrical and mechanical systems which are safe and in working order, as evidenced by a fire marshal, city or county building official having jurisdiction or a report from a registered professional engineer.
 - (4) DAS will consider written requests for waivers of requirements for existing facilities, which if strictly applied would be clearly impractical for the continued operation of the program. Modifications or deviations from requirements will be allowed only to the extent that reasonable life safety is assured against the hazards of fire, explosion, structural or other building failure.

3.3.16 Mandatory reporting of suspected abuse, neglect, or exploitation

All adult day care center staff are mandated reporters according to state law and shall be familiar with and shall be able to recognize situations of possible abuse, neglect, exploitation or likelihood of serious physical harm involving persons who attend the center. Center staff are responsible for reporting suspected abuse, neglect or exploitation to the appropriate law enforcement revised 3/2005 agency, prosecuting attorney, or to the Division's centralized call center for Adult Protective Services.

3.3.17 Provider Quality Assurance and Program Evaluation

- (a) The successful provider shall develop and implement an annual plan to evaluate and improve the effectiveness of the program's operation and services to ensure continuous improvement in service delivery.
- (b) The evaluation process shall include:
 - (1) A review of the existing program.
 - (2) Satisfaction survey results from staff, participants, families and referral sources;

-
- (3) program modifications made that responded to changing needs of participants;
 - (4) proposed program and administrative improvements.
- (c) The program shall prepare and submit to the Fulton County Office of Aging a written report which summarizes the evaluation findings, improvement goals, and implementation plan. The report shall be submitted no later than the end of the third quarter of the each new fiscal year (October 1).

3.3.18 Quality Assurance and Compliance Monitoring

The Fulton County Office of Aging shall monitor providers of adult day health services for compliance with these and any other applicable requirements and evaluate program effectiveness, including client and program outcomes, at least annually.

3.3.19 Laws and Codes

- (a) Each adult day care site must be operated in compliance with all federal, state and local laws/codes that govern the operation of the facility, including, but not limited to space; heating, ventilation and air conditioning (HVAC); plumbing; lighting systems; fire safety; sanitation; insurance coverage for facility, staff and participants; and wage and hour requirements.
- (b) Each day care site must comply with requirements of the 1991 Federal Americans with Disabilities Act (ADA), and the Federal Occupation, Safety and Health Administration (OSHA.)

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

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

Section 1 - Executive Summary

The executive summary shall include the following information:

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

-
- Include a brief statement of approach to the work, understanding of the project's goals and objectives, and demonstrated understanding of the project's potential problems and concerns, including the proposer's approach to avoiding of addressing the problem and concerns.

Section 2 – Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, how the major tasks will be implemented, planned reviews of work associated with each major task, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.

Section 3 – Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years work experience in the Adult Day Health field.
3. The Project Manager must have a minimum of five (5) years experience in the Adult Day Health field.
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Work Experience
 - Include two (2) references for each key personnel member on similar projects.

Section 4 – Relevant Project Experience/Past Performance

Describe your previous experience in the provision of Adult Day Health services over the past five (5) years. Include the number of clients served, location of service provision, methods of needs assessments and any other information that may be helpful to determine lever of experience.

Include at least three (3) references, including a contact name, addresses (street and e-mail), and phone number. This reference should be able to attest to the nature and quality of the work performed over the past five (5) years.

Section 5 – Proposer Financial Information

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

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

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

- (1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
- (3) Proposer’s most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (4) Identify any evidence of access to a line or letter of credit.

Section 6 - Availability of Key Personnel

Provide a list of your agency’s key personnel that will perform work on this project and include the following:

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

Section 7- Local Preference

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

valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of ten (10) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP.

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

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

The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
 - Copy of a lease or rental agreement, or;
 - Proof of ownership interest in a location within the geographical boundaries of Fulton County.
2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

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

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference. In

the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

Section 8 – Service Disabled Veterans Preference

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which are owned and controlled by one or more individuals who are at least thirty percent (30%) disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs, and is located within the geographic boundaries of Fulton County. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.

In order to receive the SDVBE Preference points of five (5) points the Proposer must submit a copy of their certification letter from the Office of Contract Compliance and certify under oath that it is eligible to receive the SDVBE preference points by signing and submitting Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP.

Section 9 – Disclosure Form and Questionnaire

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

Section 10 – Compliance with Contract Terms and Conditions

State your firm’s compliance with the County’s sample contract terms and conditions as provided in Section 8, Sample Contract of this RFP. Any exceptions/modifications to any terms or conditions must be submitted per the instructions set forth in section 2.27 of this RFP.

Section 11 – Cost

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The respondent with the lowest average hourly rate will receive the full 10 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 10, the total points allowed for cost.

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

Lowest cost submitted

Each successive cost **X** ***Points allocated for cost in RFP = Cost proposal score***

3.5 COST PROPOSAL FORMAT AND CONTENT

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

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

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

Using the Cost Proposal Form (Exhibit 2), the proposer must submit their current hourly rate for service provision that includes all services as outlined in the Project Plan Section of the Technical Proposal. The proposer may submit a Cost Narrative to clarify the specific components of service provision that is included in the proposed cost.

Cost Proposal Form

Agency Name: _____

The currently hourly rate for the provision of Adult Day Health services, as outlined in the Project Plan of our Technical Proposal is as follows:

\$ _____ Per Hour
(Dollar Amount in Numbers)

_____ Per Hour
(Dollar Amount in Words)

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Project Plan	30%
Qualifications of Key Personnel	15%
Relevant Project Experience/ Past performance	15%
Financial Responsibility	5%
Availability of Key Personnel	5%
Disclosure Form and Questionnaire	5%
Service Disabled Veterans Preference	5%
Local Preference	10%
Cost Proposal	10%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

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

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

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

5.2 PROPOSAL FORMS DESCRIPTION

Certification Regarding Debarment

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

Non-Collusion Affidavit of Bidder/Offeror

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

Certificate of Acceptance of Request for Proposal Requirements

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

Disclosure Form and Questionnaire

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

Georgia Security and Immigration Contractor Affidavit and Agreement

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

Georgia Security and Immigration Subcontractor Affidavit

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

Professional License

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

Local Preference Affidavit of Bidder/Offeror

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

Service Disabled Veteran Preference Affidavit of Bidder/Offeror

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

FORM A: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

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

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

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

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code 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 _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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 _____, 20__.

(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 C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

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

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

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

LITIGATION DISCLOSURE:

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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

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

Instructions:

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

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services 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 Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

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 F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services 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 Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

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 G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-358(f), in the event this affidavit is determined to be false, the business named herein shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

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

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

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

Notary Public: _____

County: _____

Commission Expires: _____

STATE OF GEORGIA

COUNTY OF FULTON

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

I hereby certify that pursuant to Fulton County Code Section 102-361, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more individuals who are at least thirty percent (30%) disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs, and that the businesses is located within the geographic boundaries of Fulton County.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-361(e), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

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

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

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

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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

Implementation of Equal Employment Opportunity (EEO) Policy

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

Monitoring of EEO Policy

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

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

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

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

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.

-
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

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

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

6.3 DETERMINATION OF GOOD FAITH EFFORTS

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

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

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

6.4 REQUIRED FORMS AND EBO PLAN

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

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report

-
- Exhibit C – Schedule of Intended Subcontractor Utilization
 - Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
 - Exhibit E – Declaration Regarding Subcontractors Practices
 - Exhibit F – Joint Venture Disclosure Affidavit
 - Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
 - Exhibit H – First Source Jobs Program Information, Form 2

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

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

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.

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

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Submitted by:

_____ Bidder/Proposer _____ Subcontractor

_____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority

firm or the joint venture: _____

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

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

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

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

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

EXHIBIT G - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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)

Notary: _____ Date: _____ My Commission Expires: _____

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

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

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

PURPOSE:

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

MONITORING POLICY:

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

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

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

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

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

**FULTON COUNTY
First Source Jobs Program Agreement**

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

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

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

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

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

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

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Adult Day Health 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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Scope of Services 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 provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). 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	\$500,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

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

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

****CGL - No Exclusion for Sexual Abuse Allegations****

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 coverages) Each Occurrence/Aggregate
\$1,000,000/\$2,000,000

5. PROFESSIONAL LIABILITY

Per Claim/Aggregate \$1,000,000/\$2,000,000

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

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

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, with a Waiver of Subrogation provided in favor of Fulton County.

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

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

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

Important:

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

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 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.

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 8
PROFESSIONAL SERVICES SAMPLE CONTRACT



FULTON COUNTY

Vision
People Families Neighborhoods

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

Values
People Customer Services
Ethics Resource Management
Innovation Equal Opportunity

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
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- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
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- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE

Exhibits

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

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

APPENDICES

APPENDIX 1:	<u>POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS</u>
APPENDIX 2:	<u>APPLICATION FORMS</u> (Example)
APPENDIX 3:	<u>PROCEDURES</u> (Example)

Instructions to Purchasing Staff: Appendix 1, Policy 800-6 is required. Only list other Appendices if you are attaching Appendices, examples are listed above. Please make sure the above Appendices List matches the Appendices List in Article 1 of the Contract Agreement and that those Appendices are inserted into the Contract Agreement.

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

CONTRACT AGREEMENT

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

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

WITNESSETH

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

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms
- XI. Appendix 1: Policy 800-6, Procedure for Handling Change Orders

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

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

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

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

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services

specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

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

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, specified in Appendix 1.

ARTICLE 8. **SCHEDULE OF WORK**

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

ARTICLE 9. CONTRACT TERM

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

ARTICLE 10. COMPENSATION

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

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

ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

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

ARTICLE 12. SUSPENSION OF WORK

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

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and

- 3) Take any other reasonable steps to minimize costs associated with the suspension.

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

ARTICLE 13. DISPUTES

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

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

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

Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

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

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

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

ARTICLE 16. **WAIVER OF BREACH**

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

ARTICLE 17. **INDEPENDENT CONSULTANT**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

ARTICLE 20. **ACCURACY OF WORK**

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

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies

of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

Consultant hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, 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 Consultant, its directors, officers, employees, sub-consultants, 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.

Consultant 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.

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

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 23. CONFIDENTIALITY

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

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

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

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

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

of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

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

ARTICLE 29. ASSIGNABILITY

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

ARTICLE 30. ANTI-KICKBACK CLAUSE

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

ARTICLE 31. AUDITS AND INSPECTORS

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment

under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

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

ARTICLE 33. **VERBAL AGREEMENT**

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

ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Email:

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

With a copy to:

Department of Purchasing & Contract Compliance

Interim Director

130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: Felicia strong-whitaker@fultoncountyga.gov

Attention: F

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Email:

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

ARTICLE 35. **JURISDICTION**

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

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

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 37. **FORCE MAJEURE**

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

herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

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

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

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

ARTICLE 40. **INVOICING AND PAYMENT**

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

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

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

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Email:

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

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

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

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

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

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

ARTICLE 41. TAXES

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

ARTICLE 42. PERMITS, LICENSES AND BONDS

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

ARTICLE 43. NON-APPROPRIATION

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

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at

the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

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

SAMPLE CONTRACT

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

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

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

ADDENDA

SAMPLE CONTRACT

EXHIBIT A
GENERAL CONDITIONS

SAMPLE CONTRACT

EXHIBIT B
SPECIAL CONDITIONS

SAMPLE CONTRACT

EXHIBIT C
SCOPE OF WORK

SAMPLE CONTRACT

EXHIBIT D
PROJECT DELIVERABLES

SAMPLE CONTRACT

EXHIBIT E
COMPENSATION

SAMPLE CONTRACT

EXHIBIT F
PURCHASING FORMS

SAMPLE CONTRACT

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

SAMPLE CONTRACT

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

SAMPLE CONTRACT

**SECTION 9
EXHIBITS**

EXHIBIT 1

Request to Proposal (RFP) Submittal Check List for

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

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

Item #	Required Proposal Submittal Check List	Check (✓)
	One (1) Proposal marked “ Original ”, five (5) CD’s	
	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
	*Form F: Georgia Security and Immigration Subcontractor Affidavit(s)	
	Technical Proposal Executive Summary Project Plan Qualifications of Key Personnel Relevant Project Experience/Past Performance Proposer Financial Information Availability of Key Personnel Local Preference Service Disabled Veterans Preference Disclosure Form and Questionnaire	
	Cost Proposal (submitted in a separate sealed envelope)	
	Financial Information (submitted in a separate sealed envelope)	
	Acknowledgement of each Addendum	
	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror	

EXHIBIT 1**Request to Proposal (RFP) Submittal Check List for**

Item #	Required Proposal Submittal Check List	Check (√)
	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2	
	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	

Cost Proposal Form

Agency Name:

The currently hourly rate for the provision of Adult Day Health services, as outlined in the Project Plan of our Technical Proposal is as follows:

\$ _____ **Per**
Hour
(Dollar Amount in Numbers)

_____ **Per**
Hour
(Dollar Amount in Words)

**SECTION 10
APPENDICES**

APPENDIX 1

POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS



POLICY AND PROCEDURE

SUBJECT: Procedures for Handling Change Orders

DATE: September 19, 2001

800-6

A. **STATEMENT OF POLICY:**

Fulton County is committed to a policy of open, non-discriminatory and competitive purchasing. When circumstances arise after award of a contract, requiring modification of that contract, such modification will be accomplished in accordance with this Change Order Policy and Procedure, to achieve the following goals:

- (1) Ensure that Fulton County does not pay more than is necessary to complete the contract;
- (2) Preclude a contractor from tendering the lowest bid and then increasing the cost of the contract through the change order process;
- (3) Ensure that the terms and conditions upon which the contract was awarded are met throughout the term of the contract, including any and all change orders;
- (4) Ensure that the change order procedure is not used to bypass the competitive bidding process; and
- (5) Ensure that change orders are not used for work that is independent of and outside the scope of the original contract.

B. **BACKGROUND:**

A change order is a written order from Fulton County to a contractor, directing a change within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract. A change is within the scope of a contract if it concerns the work required by the original contract documents and any subsequent change orders approved to accomplish the intent of the project as described in the solicitation documents.

A contractor is any person or entity, whether designated as a contractor, vendor, consultant or by any other title, having a contractual relationship with Fulton County. In Fulton County, except as otherwise provided in this Policy and Procedure, change orders shall be effected only through a written, bilateral agreement (Modification) between the County, acting through its Board of Commissioners, and the contractor. The Modification modifies the contract and will specify all changes to the contract and the costs thereof.

C. JUSTIFICATION FOR CHANGE ORDERS:

Change orders are authorized only for the following reasons:

- (1) Situations creating an immediate need to protect the public health, safety or welfare;
- (2) Corrections of deficiencies in design or construction documents provided by architects or engineers other than the contractor;
- (3) Changes in applicable laws or regulations, or changes that result from public participation when such participation is mandated by laws or regulations;
- (4) Concealed conditions, differing site conditions or abnormal inclement weather;
- (5) Owner requested changes within the scope of the original contract. Such changes may include: deductive change orders and accommodation of value engineering and administrative matters such as closeout change orders for unit price contracts, deductions for approved material substitutions and administrative no-cost change orders.

D. CHANGE ORDER AUTHORITY: Except as otherwise provided in this procedure, change orders may be approved only by the Board of Commissioners of Fulton County. Such approval shall be demonstrated by a formal vote on the Contract Modification.

E. CHANGE ORDER PROCEDURE: The ordinary sequence of a change order is as follows:

- (1) Need for contract change is identified.
- (2) Contractor is requested to propose price for change and if necessary, schedule changes.
- (3) Contractor and County negotiate price and scope of change.
- (4) Agreement between County and contractor for change is clearly defined in a written Modification.
- (5) Contractor signs Modification and returns it to County.
- (6) Modification is submitted to Board of Commissioners for approval and signature.

Circumstances may alter this general description of change order procedure. The administrative actions necessary to accomplish a change order are described in Section “F” of this Policy and Procedure.

F. ADMINISTRATIVE ACTIONS: Department heads have primary responsibility for completion of the administrative steps necessary to complete a change order. Such responsibility may be exercised through designees and in consultation with other interested departments. Except for change orders falling under Section G, the following regular administrative procedures will govern all change orders:

- (1) The department head will confirm the necessity for and the appropriateness of a change order under this procedure.
- (2) The department head will submit to the contractor a written description of the proposed change and request that the contractor submit a cost proposal. The written description must provide sufficient details of the change to permit the contractor to submit a realistic price.
- (3) The department head, in conjunction with the Purchasing Agent, shall review the cost proposal for general reasonableness and compliance with applicable County purchasing policies.
- (4) If appropriate and necessary, the department head may negotiate the cost and scope of the proposed change with the contractor.
- (5) If agreement is reached with the contractor, the terms of the agreement shall be reduced to a written Contract Modification suitable for execution by the contractor and Fulton County. The Modification shall clearly describe the changes to the contract, including any changes to the schedule and the obligations of the parties. The Modification also shall clearly describe all elements of the cost of the changes, all previous change orders and the total change to the contract cost.
- (6) The department head shall submit the proposed Modification to the County Attorney for preliminary review, and to the Purchasing Agent, the Director of Finance and the Director of Contract Compliance for their review. The department head shall attach to the Modification, the documents listed in Attachment 1 to this Procedure. When change order packages are submitted to the County Attorney's Office for review, the original contract and all previous change orders must be attached.
- (7) Upon completion of the reviews, the department head shall make such changes to the proposed Modification and related documents as necessary and then shall submit five copies of the Modification to the contractor for execution.
- (8) The Modification, as executed by the contractor, the explanatory memorandum and the Uniform Contract/Purchasing Sign-Off Sheet (Sign-Off Sheet) shall be submitted to the County Attorney's Office for final review, to include review of the formalities of execution by the contractor.

- (9) The Modification and accompanying documentation shall be submitted to the County Manager for approval and placement on the Board of Commissioners' agenda. The County Manager shall ensure that all required reviews have been completed and that all necessary documents are attached to the Modification. However, the County Manager may disapprove a change order and return it to the department head to have the work procured through the competitive process.
- (10) Following approval by the Board of Commissioners and receipt of the approval letter from the County Manager, the user department shall forward the originals (with a copy of the approval letter and the routing sheet) to the County Manager for execution. The County Manager shall forward the documents to the Chairman's Office for his/her signature. The Chairman's Office shall forward the documents to the Clerk to the Commission for his/her signature. The Clerk's Office shall retain one original for the file designated by the Board of Commissioners for filing contracts and making them available for public inspection, and shall forward one original to Purchasing and the remainder of the documents to the user department.
- (11) The user department shall distribute copies of the approved and signed Modifications as set out in Section H. The Purchasing Agent shall issue any necessary purchase order modifications to the contractor and the department concerned, and the department head shall issue to the contractor any necessary notices to proceed.

G. COUNTY MANAGER'S AUTHORITY: In the following described situations, the County Manager is authorized to approve change orders and authorize the commencement of work pursuant to such change orders, subject to ratification by the Board of Commissioners. The Board of Commissioners will not withhold ratification unless there is credible evidence showing that the contractor induced or procured the change order by fraud.

(1) Change orders less than 10% of original contract amount:

- (a) The County Manager is authorized to approve change orders having a total cost that is less than 10% of the original contract cost. A change order may be approved under this procedure if its cost, when combined with that of all previous change orders to the same contract, is an amount less than 10% of the original contract cost. The County Manager may decline to exercise this authority and return change orders for processing through the regular change order procedure, or may direct that the work be procured through the competitive process.
- (b) Change orders submitted under this authority shall be processed according to the regular administrative procedure described in the preceding Section F, up through Step (8).

The procedure thereafter shall be as follows, substituting the numbered steps below:

- (9) The Modification and required documentation shall be submitted to the County Manager for approval. The County Manager shall review the documents for compliance with this Policy and Procedure and the completion of all required reviews. The County Manager may decline to exercise the authority to approve the change order and may either submit it to the Board of Commissioners under the regular administrative procedure or return it to the department head to procure the work through the competitive process.
- (10) The County Manager shall document approval of the change order by signature on the Sign-Off Sheet and shall notify the user department and the Purchasing Agent of such approval. The department head and the Purchasing Agent shall issue any necessary notices to proceed and purchase order amendments. Work may proceed upon approval by the County Manager.
- (11) Not more than sixty (60) days following approval of a change order under this authority, the County Manager shall have it spread on the minutes by placing it on the consent agenda and subsequently obtaining the signature of the Chairman of the Board of Commissioners on the Modification. The user department shall distribute copies of the executed Modification as stipulated under the regular procedure.

(2) Extraordinary Circumstances:

- (a) The County Manager is authorized to approve change orders regardless of the amount when due to extraordinary circumstances; work must be implemented before the Board of Commissioners can act. The County Manager may decline to exercise the authority granted hereunder and may require that the change order be submitted under the regular procedure, or he/she may direct that the work be procured through the competitive process.
- (b) The authority granted in this section may be exercised when immediate action must be taken to protect the County's interests, and only under the following circumstances (in addition to meeting the requirements of Section C):
 - (i) Threat to public health, welfare or safety; or
 - (ii) Threat of litigation when it appears likely that litigation will be commenced and that Fulton County's legal position may be

compromised by delay in implementing the change order. Change orders citing this circumstance must be approved by the Office of the County Attorney; or

- (iii) Loss of substantial resources due to delay, including delay to critical path schedule.
- (c) Department heads proceeding under this authority must comply with as much of the procedure set out in Section G (1) as the situation will permit.
- (d) At a minimum, the following procedures must be observed:
- (i) The contractor shall execute a written contract Modification that clearly describes the work to be done and its cost. If costs cannot be fully detailed due to the exigencies of the situation, the Modification must set out a maximum cost and state that the cost will be definitized in a final change order.
 - (ii) The department head shall obtain the approval of the Purchasing Agent, prior to submitting the change order to the County Manager.
 - (iii) The work may proceed upon approval by the County Manager. The department head shall prepare all other documentation normally required for a change order, including completion of the Sign-Off Sheet.
 - (iv) Not later than sixty (60) days following approval of the change order, the County Manager shall place the change order on the consent agenda.
 - (v) In cases of change orders without definitized costs under Subsection (i) above, the department head shall commence processing a final change order as soon as circumstances permit.