# SECTION 6
# COST PROPOSALS

# Section 6A: Medical Cost Proposal

1.1.1 Provide a copy of your standard ASO contract, including your proposed performance guarantees for each of the programs requested (medical including Wellness and Disease Management, MH/SA, EAP, COBRA).

1.1.2 Reimbursement and Claims Adjudication

1.1.3 In the below indicate what percentage of provider reimbursement is through the listed types of payments.

| Type of Payment | Primary Care Physician (%) | Specialist Physician (%) | Other Non-Facility (%) |
|---|---|---|---|
| **Fee-for-service/billed charges** | | | |
| **Discount from charges** | | | |
| **Fee-for-service with discount** | | | |
| **Fee-for-service with withhold** | | | |
| **Percent of RBRVS** | | | |
| **Other fee schedule** | | | |
| **Capitation** | | | |
| **Other (please specify below in the detail box)** | | | |
| **Totals must equal 100% to be valid** | 100% | 100% | 100% |

1.1.4 In the below, indicate what percentage of inpatient and outpatient hospital reimbursement is through the listed types of payments.

| Type of Payment | Inpatient Hospital (%) | Outpatient Hospital (%) |
|---|---|---|
| **Fee-for-service discount** | | |
| **Discount from charges** | | |
| **Discount based on volume** | | |
| **Fee-for-service with withhold** | | |
| **Case rate** | | |
| **Per diem rate (by bed type)** | | |
| **Per diem rate (global)** | | |
| **DRG per case** | | |
| **APG per case (outpatient)** | | |
| **Global capitation** | | |
| **Shared risk arrangements** | | |
| **Other (please specify below in the detail box)** | | |
| **Total (must equal 100% to be valid)** | 100% | 100% |

1.1.5 For what percentage of your rental networks do you perform the following?

a) Load hospital and provider discounts directly on system

b) Provide in-house terminal with access to discounts

c) Electronically reprice claims
- Hospital
- Physician

d) Manually reprice claims
- Hospital
- Physician

1.1.6 The appendix contains an Excel file with a Displacement and CPT listing. Please complete the tabs titled, "CPT"" and "HMO Displacement" and "PPO Displacement. Fulton understands the proprietary nature of this data, and will not share this information with other Proposers.

**Repricing**

1.1.7 In order for Fulton to assess the network discounts that will be realized when its employees access network providers, please complete the repricing analysis, which can be found in the attached repricing claims file in the appendix.

Please reprice each claim line in the file with the amounts allowed under your current 2012 network contracts, excluding any and all network access and TPA fees. In the extract, you are provided "eligible charges" and are asked to provide your own discounted amounts. The discounted amounts for each claim should be based on the same network used for the geo access and disruption analysis.

If your organization is unable to reprice a claim or the provider is a non-participating provider, the eligible amount must be input as the undiscounted amount.

The discount amount is to represent your allowed amount (allowed = total eligible amount - network discount) of your network contract with the provider for services rendered and must not represent prompt pay discounts.

Your organization is to assume that all charges in the "eligible charges" are covered and there is to be no adjustment for plan design. Vendors will be held accountable in the future regarding the price levels provided.

**All repricing responses must be returned with all of the original fields and the exact number of records that were included on the original file.**

**Using your 2012 provider fees please reprice the provided claim file, complete the below exhibit and provide all back-up for your repricing (do not submit hard copy of backup)**

**Report the results of the repricing in the tables below:**

| | CHARGE AMOUNT | REPRICED AMOUNT |
|---|---|---|
| **HMO Network Claims** | | |
| **OUT-OF-NETWORK** | | |
| Hospital Inpatient Facility | | |
| Hospital Outpatient Facility | | |
| Ancillary Provider | | |
| Ambulatory or Surgical | | |
| Practitioner | | |
| Subtotal Out-of-Network | | |
| **IN-NETWORK** | | |
| Hospital Inpatient Facility | | |
| Hospital Outpatient Facility | | |
| Ancillary Provider | | |
| Ambulatory or Surgical | | |
| Practitioner | | |
| Subtotal In-Network | | |
| | | |
| Grand Total All Repriced Claims | | |
| | | |
| **Grand Total From Data Files** | | |

| | CHARGE AMOUNT | REPRICED AMOUNT |
|---|---|---|
| **PPO Network Claims** | | |
| **OUT-OF-NETWORK** | | |
| Hospital Inpatient Facility | | |
| Hospital Outpatient Facility | | |
| Ancillary Provider | | |
| Ambulatory or Surgical | | |
| Practitioner | | |
| Subtotal Out-of-Network | | |
| | | |
| **IN-NETWORK** | | |
| Hospital Inpatient Facility | | |
| Hospital Outpatient Facility | | |
| Ancillary Provider | | |
| Ambulatory or Surgical | | |
| Practitioner | | |
| Subtotal In-Network | | |
| | | |
| Grand Total All Repriced Claims | | |
| | | |
| **Grand Total From Data Files** | | |

* Charge Amount reflects "Billed Amount" as shown on the Claims Repricing data file(s). If the sum of the charge amount (prior to discounts) does not the grand total from the data file for HMO and PPO you have not repriced the correct claims totals. Please correct prior to submitting if this is the case.

** Repriced Amount reflects eligible charges based on application of your provider specific discounts.

### 1.1.8 Discount Guarantee

Fulton seeks the most favorable discounts from providers in the selected provider network. In this RFP, you are requested to price certain medical procedures in various geographic parts of the State to determine the level of discount from 'normal' charges. In like manner, it is also the desire of Fulton, upon completion of each plan year, to have the selected network provide an analysis of *actual* discounted savings, which were realized over the course of the plan year for their HMO and PPO, and use this analysis to compare the results to the *expected* discounts, as quoted.

a) How much fees will you put at risk? Please provide either PEPM or aggregate dollars at risk.

b) What discount percent will you guarantee? What claims does this discount apply to?

c) Can you provide a guarantee without a corridor?

d) How do you propose to ascertain actual savings, i.e. the formula for determining the actual performance against expected or 'quoted' discounts?

e) Describe the management information that you will provide Fulton to support the year-end performance results.

f) Provide samples of existing agreements, if any, that your network has used with other large plan sponsors to meet network discount targets.

g) Can discount guarantees be offered on subsequent renewals?

1.1.9 ASO, EAP and COBRA Administration fees

Instructions:

- ASO, EAP and COBRA Administration fees should be provided on a per-employee-per-month ("PEPM") basis. Other ancillary fees can be on alternative bases, if specifically indicated.
- The proposed plan designs are included in Section 1 Introduction.
- There should be no commissions included.
- Three-year fee guarantee/commitment is required for all services.
- Please indicate the services that are included in your basic fees and those services for which there are additional costs.
- Include all services available to Fulton however detail each fee component.
- A $300K annual provider funded wellness program, as well as a pre-implementation audit are required program elements. In the chart below, specify that you have included these items in your proposed fees.
- Please provide a quotation for the below services regardless of the enrollment that may occur in the respective plans. For instance, it is not contemplated that there will be a significant enrollment in the CDHP in year one of this offering, however, even if significant enrollment in the CDHP did occur, your three-year fee quotation should be firm in the below.

1.1.10 Complete the below chart.

| Components | | Plan Year 2013 | Plan Year 2014 | Plan Year 2015 | Comments |
|---|---|---|---|---|---|
| Fulton will pay your fees on a monthly basis. | All Fees Shall be PEPM and Fees Apply to: | Fee for All Services Utilized | Fee for All Services Utilized | Fee for All Services Utilized | If included, say "included". If not included, but a separate fee applies, state the fee. If not quoting, state "not included" |
| HMO Capitation (PEPM) | Only HMO Plan Employees | | | | |
| ASO and Network Access Fee (Same for HMO, PPO, POS, CDHP) PEPM | All Self-Funded Plan Employees (HMO, PPO, PPO Plus, Medicare Indemnity, CDHP) | | | | |
| Services included in above fee: | | | | | |
| HRA claims handling for CDHP employees | | | | | |
| Member submitted run-out claims for 12 months following termination of your contract | | | | | |
| Administration of all claims incurred on or after 1/1/2013. | | | | | |
| Implementation fees | | | | | |
| Eligibility file maintenance fees | | | | | |
| Member service and 800# | | | | | |
| Standard management reports | | | | | |
| Ad hoc reports | | | | | |
| Claims data tapes | | | | | |
| Communication production for installation | | | | | |
| Communication production for communication of future plan changes/new programs | | | | | |
| Communications bulk shipping & handling | | | | | |

| Components | | Plan Year 2013 | Plan Year 2014 | Plan Year 2015 | Comments |
|---|---|---|---|---|---|
| Communications shipping and handling to member homes | | | | | |
| SPD preparation for Medical and to incorporate Rx, Dental, Vision even if you are not the provider for Rx, Dental, Vision. | | | | | |
| Drafting language for amendments to the SPDs due to legislative or other changes. | | | | | |
| Logo on ID card | | | | | |
| On line web tools | | | | | |
| 1ID card production | | | | | |
| Replacement ID card | | | | | |
| Member services first level response to appeals | | | | | |
| Physician profiling | | | | | |
| Claims Dump Fee | | | | | |
| Health Risk Assessment Fees | | | | | |
| Banking | | | | | |
| Underwriting and actuarial support for employee and retiree contribution rate projections and periodic benefit change calculations | | | | | |
| Tracking and monthly reporting of benefit utilization and specific participant tools | | | | | |

| Components | | Plan Year 2013 | Plan Year 2014 | Plan Year 2015 | Comments |
|---|---|---|---|---|---|
| Funding of a pre-implementation audit for Fulton (e.g., plan design, eligibility, systems integration, health fund accumulation, and customer service) up to $30K | | | | | |
| Funding of a $300K annual Wellness account for you to provide to Fulton County during each year of the contract | | | | | |
| Utilization Review Fee (PEPM) | | | | | |
| Case Management Fees (PEPM) | | | | | |
| External Review Fees if needed, if any of the Fulton County plans require due to non-grandfathering | | | | | |
| Disease Management Fee (PEPM) | | | | | |
| Disease Management Programs included in above fee: | | | | | |
| • Arthritis | | | | | |
| • Asthma | | | | | |
| • Cancer | | | | | |
| • Cerebrovascular disease | | | | | |
| • CHF | | | | | |
| • COPD | | | | | |
| • Coronary Artery Disease | | | | | |
| • Depression | | | | | |
| • Diabetes | | | | | |
| • Gaps in Care | | | | | |
| • Gastrointestinal/GERD | | | | | |
| • Neo-natal ICU Management (NICU) | | | | | |
| • Non-High Risk Pregnancy | | | | | |
| • High-Risk Pregnancy | | | | | |
| • HIV/AIDS | | | | | |
| • Hypercholesterolemia | | | | | |
| • Hypertension | | | | | |
| • Low Back Pain | | | | | |
| • Pain Management | | | | | |
| • Renal Failure | | | | | |

| Components | | Plan Year 2013 | Plan Year 2014 | Plan Year 2015 | Comments |
|---|---|---|---|---|---|
| • Smoking Cessation | | | | | |
| • Weight Management | | | | | |
| • Other #1 (please specify): | | | | | |
| • Other #2 (please specify): | | | | | |
| | | | | | |
| Nurse line Fee | | | | | |
| COBRA Administration Fee | | | | | |
| EAP all inclusive Fee (administration and claims) | | | | | |
| Other (describe basis in comments) | | | | | |

## MA or MA-PDP Rate Quote

**Please note we require one rate for the entire group regardless of residence**

| Please provide the following components of the quoted premium on a PMPM basis: | | 2013 Monthly Premium |
|---|---|---|
| **Medical Benefit Only** | | |
| | Risk Score | |
| | Total Medical Claims Cost | 0.00 |
| | Member Cost Sharing | 0.00 |
| | Admin Fees | 0.00 |
| | **Total Cost** | **0.00** |
| | | |
| | Direct Capitation Payment (Risk-Adjusted) | 0.00 |
| | Total Non-Fulton Revenue | 0.00 |
| | | |
| | **Fulton Premium** | 0.00 |
| **Enhanced Rx Plan** | | |
| | Risk Score | |
| | Total Gross Discounted Drug Costs | 0.00 |
| | Member Cost Sharing | 0.00 |
| | Rebates | 0.00 |
| | Admin Fees | 0.00 |
| | **Total Cost** | **0.00** |
| | | |
| | Projected 50% Manufacturer Discounts | 0.00 |
| | Direct Capitation Payment (Risk-Adjusted) | 0.00 |
| | Federal Reinsurance Payment | 0.00 |
| | **Total Non-Fulton Revenue** | **0.00** |
| | | |
| | **Fulton County Premium** | 0.00 |
| **Medical and Enhanced Rx Combined** | | |
| | **Fulton County Premium** | **0.00** |
| **EGWP + Wrap Rx Plan** | | |
| | Risk Score | |
| | Total Gross Discounted Drug Costs | 0.00 |
| | Member Cost Sharing | 0.00 |
| | Rebates | 0.00 |
| | Admin Fees | 0.00 |
| | **Total Cost** | **0.00** |
| | | |
| | Projected 50% Manufacturer Discounts | 0.00 |
| | Direct Capitation Payment (Risk-Adjusted) | 0.00 |
| | Federal Reinsurance Payment | 0.00 |
| | **Total Non-Fulton Revenue** | **0.00** |
| | | |
| | **Fulton County Premium** | **0.00** |
| **Medical and EGWP + Wrap Rx Combined** | | |
| | **Fulton County Premium** | **0.00** |

## 1.2 Financial Caveats and Assumptions

1.2.1 Describe any rating caveats or assumptions associated with your quoted fees. Specifically identify any other additional fees not listed in the ASO exhibit.

1.2.2 If you are willing to fund a pre-implementation audit, please specify the allotted fees/expenses and scope of testing you are willing to accommodate.

1.2.3 Confirm that all possible fees are accounted for in the fee quotes and responses provided.

1.2.4 Note that the finalist may be asked to provide a reinsurance quotation. Considering the January 1, 2013 effective date, what is the earliest date you could issue a firm quotation?

## 1.3 Service/Performance Guarantees

Please provide the total amount of fees you are willing to put at risk through all sources.

1.3.1 Complete the below regarding your Member Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | **Specify Performance Standard** | **Fees at Risk (Y/N)?** | **Specify Amount.** |
|---|---|---|---|
| **Call abandonment rate** | | | |
| **% of calls answered within 30 seconds** | | | |
| **Average speed of answer** | | | |
| **First call resolution rate** | | | |
| **Resolution of open cases** | | | |
| **Minimum acceptable score on satisfaction survey** | | | |

1.3.2 Complete the below regarding your Claims Processing. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? | Specify Amount. |
|---|---|---|---|
| **Financial accuracy (% dollars paid correctly)** | | | |
| **Payment accuracy (% of claims paid at correct amount)** | | | |
| **Processing Accuracy (% of claims processed without error)** | | | |
| **Claims Turnaround (% within 10 days)** | | | |
| **Claims Turnaround (% within 30 days)** | | | |

1.3.3 Complete the below regarding your Implementation Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? | Specify Amount. |
|---|---|---|---|
| **ID card delivery** | | | |
| **ID card accuracy** | | | |
| **Enrollment kit delivery** | | | |
| **Provider directory delivery** | | | |
| **Timeliness of provider changes made to online directory** | | | |
| **Eligibility loaded in claims processing system in a timely manner** | | | |
| **Readiness of call service centers** | | | |
| **Overall satisfaction with implementation** | | | |

1.3.4 Complete the below regarding the ongoing operational services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? | Specify Amount. |
|---|---|---|---|
| **ID card delivery** | | | |
| **ID card accuracy** | | | |
| **Enrollment kit delivery** | | | |
| **Provider directory delivery** | | | |
| **Timeliness of provider changes made to online directory** | | | |
| **Eligibility loaded in claims processing system in a timely manner** | | | |

1.3.5 Complete the below regarding your Reporting Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? | Specify Amount. |
|---|---|---|---|
| **Delivery of performance report for all implementation guarantees** | | | |
| **Delivery of performance report for all operational guarantees** | | | |
| **Reporting system availability** | | | |
| **Reporting accuracy** | | | |
| **Delivery of quarterly and year-end claims analysis reports** | | | |

1.3.6 Complete the below regarding your Account Management Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? | Specify Amount. |
|---|---|---|---|
| **Overall satisfaction with account management** | | | |

1.3.7 Are you willing to consider financial or claim target guarantees for medical claims? If so, describe how you would propose structuring the guarantee with regard to measurement and timing.

### 1.3.8 EAP Performance Standards

- What are your performance standards for EAP administration?
- Are you willing to accept financial risk if you do not meet these standards and, if so, at what level?
- If willing to accept financial risk if you do not meet these standards, how do you propose to notify Fulton County and how will your standard charge be modified?

### 1.3.9 COBRA Performance Standards

- What are your performance standards for EAP administration?
- Are you willing to accept financial risk if you do not meet these standards and, if so, at what level?
- If willing to accept financial risk if you do not meet these standards, how do you propose to notify Fulton County and how will your standard charge be modified?

# Section 6B: Prescription Drug Cost Proposal

Prescription drug repricing claim data is included in the appendix. This data does not include claims charges, but includes information including NDC codes, and mail and retail delivery identifiers. Please provide the information below, based on the network that you propose, assuming the charges were all in network, and were incurred on June 1, 2012.

**All repricing responses must be returned with all of the original fields and the exact number of records that were included on the original file.**

**Using your June 1, 2012 provider fees please reprice the provided claim file, complete the below exhibit and provide all back-up for your repricing (do not submit hard copy of backup)**

**Report the results of the repricing in the table below:**

1.1.1

| | Mail Order | | Retail | | Total | | |
|---|---|---|---|---|---|---|---|
| | Generic | Brand | Generic | Brand | Generic | Brand | Combined |
| Charges before Discounts | | | | | | | |
| Charges after Discounts | | | | | | | |
| Dispensing Fees | | | | | | | |
| Other Fees (besides administration fees – to be quoted on PEPM basis- do not show here) | | | | | | | |
| Total Discounted Charges and Fees | | | | | | | |
| Percent of Charges after Discounts in your formulary | | | | | | | |
| Amount of Estimated Rebate to be paid to Fulton County | | | | | | | |

1.1.2 In the below, please indicate all items that are included in the base administration fee. If not included in fee, provide the actual cost associated with the service per occurrence and an estimated annual expense (based on the average for a similarly sized client).

| Components | | Plan Year 2013 | Plan Year 2014 | Plan Year 2015 | Comments |
|---|---|---|---|---|---|
| **Fulton will pay your fees on a monthly basis.** | **All Fees Shall be PEPM Unless otherwise stated, and Fees Apply to:** | **All Services Utilized** | **All Services Utilized** | **All Services Utilized** | **If included, say "included". If not included, but a separate fee applies, state the fee. If not quoting, state "not included"** |
| **PBM claims processing and access fees** | **All Self-Funded Plan Employees (HMO, PPO, PPO Plus, Medicare Indemnity, CDHP)** | | | | |
| **Member submitted run-out claims for 12 months following termination of your contract** | | | | | |
| **Administration of all claims incurred on or after 1/1/2013.** | | | | | |
| **Implementation fees** | | | | | |
| **Funding of a pre-implementation audit for Fulton (e.g., plan design, eligibility, systems integration, and customer service)** | | | | | |

| Components | | Plan Year 2013 | Plan Year 2014 | Plan Year 2015 | Comments |
|---|---|---|---|---|---|
| Eligibility files maintenance fees for daily electronic submissions | | | | | |
| Eligibility files maintenance fees for paper submissions | | | | | |
| Member services, including 800# | | | | | |
| Web tools | | | | | |
| Mail order claims processing | | | | | |
| Mail order regular shipping and handling | | | | | |
| Mail order expedited shipping and handling | | | | | |
| Standard management reports | | | | | |
| Ad hoc reports | | | | | |
| Connectivity charges to online system | | | | | |
| Quarterly claims data tape | | | | | |
| Claims data tapes with each billing cycle via bulletin board, tape, CD-ROM, paper or other | | | | | |
| | | | | | |
| Clinical management or DUR program fee PEPM | | | | | |
| List the clinical management or DUR, programs included in the above fee. | | | | | |
| Concurrent DUR | | | | | |

| Components | | Plan Year 2013 | Plan Year 2014 | Plan Year 2015 | Comments |
|---|---|---|---|---|---|
| Retrospective DUR | | | | | |
| Prospective DUR | | | | | |
| Other - Describe | | | | | |
| Other - Describe | | | | | |
| Other - Describe | | | | | |
| Other - Describe | | | | | |
| | | | | | |
| Communication production for install communications | | | | | |
| Communication production for communications for future plan changes or new programs | | | | | |
| Communications bulk shipping and handling | | | | | |
| Communications shipping and handling to members' homes | | | | | |
| Cost to put logo on ID card | | | | | |
| Member services first level response to appeals | | | | | |
| External Review Fees if needed, if any of the Fulton County plans require due to non-grandfathering | | | | | |
| Pharmacy audits (desk and onsite; routine, in-depth or focused) | | | | | |
| ID card production | | | | | |
| Replacement ID cards | | | | | |
| Pharmacy or | | | | | |

| Components | | Plan Year 2013 | Plan Year 2014 | Plan Year 2015 | Comments |
|---|---|---|---|---|---|
| Physician profiling | | | | | |
| Care management | | | | | |
| Member submitted claims processing | | | | | |
| Member submitted COB | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Other Fees - describe | | | | | |

1.1.3 Please fill out the below:

- For Retail and Mail: Quote dollar amount per paid electronic claim (Admin Fee Electronic)
- For Retail and Mail: Quote dollar amount per paid paper claim (Admin Fee Paper)

| | Network You Are Quoting, used in Geo Access and Repricing | Other More Restricted Network | Other Less Restricted Network |
|---|---|---|---|
| | | | |
| | Guaranteed Maximum Dispensing Fees | Guaranteed Maximum Dispensing Fees | Guaranteed Maximum Dispensing Fees |
| Quote as a dollar amount per brand<br><br>Retail Dispensing Fee (Brand) | | | |
| Quote as a dollar amount per generic<br><br>Retail Dispensing Fee (Generic) | | | |
| Quote as a dollar amount per specialty<br><br>Retail Dispensing Fee (Specialty) | | | |
| | | | |
| Quote as a dollar amount per brand<br><br>Mail Dispensing Fee (Brand) | | | |

| | Network You Are Quoting, used in Geo Access and Repricing | Other More Restricted Network | Other Less Restricted Network |
|---|---|---|---|
| Quote as a dollar amount per generic<br><br>Mail Dispensing Fee (Generic) | | | |
| Quote as a dollar amount per specialty<br><br>Mail Dispensing Fee (Specialty) | | | |

1.1.4 Please complete the below.

| | Included in admin fee? (Yes/No) | If not, additional cost: | Savings guarantee: | Are savings guaranteed dollar for dollar? (Yes/No) | If not, indicate amount at risk: |
|---|---|---|---|---|---|
| cDUR | | | | | |
| Basic rDUR | | | | | |
| Enhanced DUR | | | | | |
| Prior Authorization & other benefit coverage rules | | | | | |
| Health Management | | | | | |
| Drug Interchange Savings for Brand-to-Brand switches | | | | | |
| Drug Interchange Savings for Brand-to-Generic switches requiring intervention | | | | | |
| Drug Interchange Savings for automatic Brand-to-Generic switches for mail service | | | | | |
| Total Drug Interchange Savings | | | | | |
| Other (specify) | | | | | |

1.1.5 In the below please provide pertinent rebate information.

| Guarantee | Retail | Mail |
|---|---|---|
| **Basis**<br>**(State A: All Claims; B: All Brands; or C: Formulary Claims. If C, State estimated percent of total number of claims that formulary claims represent.)** | | |
| **Guaranteed dollar amount of rebate per claim basis identified above** | | |
| **Estimated annual rebates** | | |
| **Will rebates earned above the guarantee be shared with client?** | | |
| **What percent of total rebates do the guaranteed rebates listed above represent?** | | |
| **Describe frequency and timing of rebate payment** | | |

1.1.6 What percentage of all rebates will be retained as formulary management fee?

1.1.7 How are formulary rebates tracked and reported?

1.1.8 Will rebates earned above the guarantee be applied to meet any discount or savings guarantee? If so, explain.

1.1.9 Describe your reconciliation process and timing (in terms of reconciling a rebate guarantee against actual rebate payments).

1.1.10 Describe the methodology used to calculate savings (describe for each program if different).

1.1.11 Is there any double counting that occurs where a single claims transaction may result in savings for multiple programs? If so, describe situations that result in double counting.

1.1.12 All discount and rebate information requested is to be quoted as floor guarantees. Likewise, all dispensing and administrative fees are to be quoted as ceiling guarantees. Please confirm your agreement.

1.1.13 Please state whether the financial arrangement provided within this RFP are underwritten as transparent or a traditional arrangement

1.1.14 Describe any assumptions for reimbursement rates, administrative fees or rebates.

1.1.15 Rebate Guarantees: Quote These as NET values:

1.1.16 For Retail and Mail - Provide the dollar value of your rebate guarantee spread across all claims (e.g. $10/cl) to be paid to Fulton per claim

1.1.17 Please fill out the below.

| | Network You Are Quoting, used in Geo Access and Repricing | Other More Restricted Network | Other Less Restricted Network |
|---|---|---|---|
| **Name or Network Identifier** | | | |
| | **Guaranteed Minimum Discounts** | **Guaranteed Minimum Discounts** | **Guaranteed Minimum Discounts** |
| **Express as AWP - X% (not average AWP)**<br><br>**Retail Brand** | | | |
| **Quote your retail discount for generic products that are not included on your maximum allowable cost list**<br><br>**Retail Generic (non-MAC products)** | | | |
| **Quote your MAC price for retail (Retail Generic (MAC Products)** | | | |
| **Express as AWP - X%**<br><br>**Mail Brand** | | | |
| **Quote your mail discount for generic products that are not included on your maximum allowable cost list**<br><br>**Mail Generic (non-MAC Products)** | | | |
| **Quote your mail discount for generic products that are included on your maximum allowable cost list**<br><br>**Mail Generic (MAC Products)** | | | |

1.1.18 What percent of generic claims are priced at the MAC price provided in retail?

1.1.19 What percent of generic claims are priced at the MAC price provided in mail?

1.1.20 Additional Credits:

Include the total dollar value of your proposed implementation credit

- Dollar Value of Implementation Credit
  Provide the total dollar value of any additional credits you are proposing (include timing of credit)

- Dollar Value of other credits (List individually)

1.1.21 Is there an additional charge for ad hoc reporting? If so, please provide the average cost per report and the average preparation time.

1.1.22 What is the source of AWP for retail pricing? Explain or Identify

a) Published source using 11-digit NDC

b) Published source using less than 11-digit NDC (specify in 10 words or less)

c) Average AWP

d) Other (specify in 10 words or less)

1.1.23 Are any monies from any of the following applied directly or indirectly, in whole or in part to the retail brand discount (check all that apply)?

| | |
|---|---|
| a) U & C savings | |
| b) MAC discounts on multisource brand products | |
| c) Formulary rebates (earned or paid to PBM or client) | |
| d) Audit savings | |
| e) Drug interchange savings (brand-to-brand or brand-to-generic) | |
| f) DUR savings | |
| g) Other utilization or clinical management savings (i.e., prior authorization) | |
| h) Member cost share (i.e., member pays the difference on multisource brand drugs) | |
| i) Other, please specify | |

1.1.24 If any items are checked in the question above, estimate the effective discount off AWP for the combination of all items that are checked as they apply to the retail brand discount.

1.1.25 Are any monies from any of the following applied directly or indirectly, in whole or in part to the retail generic discount (check all that apply)?

| | |
|---|---|
| a) U & C savings | |
| b) MAC discounts on multisource brand products | |
| c) Formulary rebates (earned or paid to PBM or client) | |
| d) Audit savings | |
| e) Drug interchange savings (brand-to-brand or brand-to-generic) | |
| f) DUR savings | |
| g) Other utilization or clinical management savings (i.e., prior authorization) | |
| h) Member cost share (i.e., member pays the difference on multisource brand drugs) | |

| | |
|---|---|
| i) Other, please specify | |

1.1.26 If any items are checked in the question above, estimate the effective discount off AWP for the combination of all items that are checked as they to the retail generic discount.

1.1.27 For the Retail MAC list that will be used for this client:

- What is estimated % of total generic Rx's subject to MAC price (defined as generic drugs and multisource brand drugs on the Retail MAC list)?
- What is estimated % of total generic dollars subject to MAC price (defined as generic drugs and multisource brand drugs on the Retail MAC list)?
- Do you apply Retail MAC price cost controls to any multisource brand drugs?

1.1.28 How is the Retail MAC price list derived? (check applicable item)

| | |
|---|---|
| a) HCFA MAC | |
| b) Modified HCFA MAC | |
| c) PBM proprietary MAC | |
| d) Other | |

1.1.29 What is the source of AWP for mail pricing? Explain Or Identify

a) Published source using 11-digit NDC
b) Published source using less than 11-digit NDC (specify in 10 words or less)
c) Average AWP
d) Other (specify in 10 words or less)

1.1.30 Are any monies from any of the following applied directly or indirectly, in whole or in part to the mail brand discount (check all that apply)?

| | |
|---|---|
| a) U and C savings | |
| b) MAC discounts on multisource brand products | |
| c) Formulary rebates (earned or paid to PBM or client) | |
| d) Audit savings | |
| e) Drug interchange savings (brand-to-brand or brand-to-generic) | |
| f) DUR savings | |
| g) Other utilization or clinical management savings (i.e., prior authorization) | |
| h) Member cost share (i.e., member pays the difference on multisource brand drugs) | |

| | |
|---|---|
| i) Other, please specify | |

1.1.31 If any items are checked in the question above, estimate the effective discount off AWP for the combination of all items that are checked as they apply to the mail brand discount.

1.1.32 Are any monies from any of the following applied directly or indirectly, in whole or in part to the mail generic discount (check all that apply)?

| | |
|---|---|
| a) U and C savings | |
| b) MAC discounts on multisource brand products | |
| c) Formulary rebates (earned or paid to PBM or client) | |
| d) Audit savings | |
| e) Drug interchange savings (brand-to-brand or brand-to-generic) | |
| f) DUR savings | |
| g) Other utilization or clinical management savings (i.e., prior authorization) | |
| h) Member cost share (i.e., member pays the difference on multisource brand drugs) | |
| i) Other, please specify | |

1.1.33 If any items are checked in the question above, estimate the effective discount off AWP for the combination of all items that are checked as they apply to the mail generic discount.

1.1.34 If a Mail Order MAC list will be used for this client, provide the following:

- Estimated % of total generic Rxs subject to Mail Order MAC price (defined as generic drugs and multisource brand drugs on the Mail Order MAC list).
- Estimated % of total generic dollars subject to Mail Order MAC price (defined as generic drugs and multisource brand drugs on the Mail Order MAC list).
- Do you apply Mail Order MAC price cost controls to any multisource brand drugs?

1.1.35 How are specialty drugs discounted: (check applicable item)

| | |
|---|---|
| a) The proposed discount is applied to each specialty drug dispensed | |
| b) The proposed discount represents an average of the discounts applied to each specialty drug dispensed | |
| c) The proposed discount represents an average of the discounts applied to each specialty drug dispensed | |

1.1.36 What package sizes are used for the discount calculation in mail order? (check applicable item)

| | |
|---|---|
| a) Actual NDC | |
| b) 100-count NDC | |
| c) Bulk Packaging (Other) | |

1.1.37 Describe any repackaging of products that occurs in your mail order facility and the impact on AWP and/or pricing from the originator product.

1.1.38 Please confirm the basis of the administrative fees being quoted for this client (check applicable)

| | |
|---|---|
| a) PEPM (preferred) | |
| b) PMPM | |
| c) Per paid claim | |
| d) Per paid and denied claim | |
| e) Per paid, denied and reversed claim | |
| f) Other, specify in 10 words or less | |

1.1.39 All discount and rebate information requested is to be quoted as floor guarantees. Likewise, all dispense and administrative fees are to be quoted as ceiling guarantees. Please confirm your agreement.

1.1.40 Please state whether the financial arrangement provided within this RFP are underwritten as transparent or a traditional arrangement.

1.1.41 How often is the AWP price updated and verified?

## *1.2 Financial Caveats and Assumptions*

1.1.1 Describe any rating caveats or assumptions associated with your quoted fees. Specifically identify any other additional fees (e.g., set-up, ID cards, reports, etc.).

1.1.2 If you are willing to fund a pre-implementation audit, please specify the

allotted fees/expenses and scope of testing you are willing to accommodate.

1.1.3 Confirm that all possible fees are accounted for in the fee quotes and responses provided.

## *1.3 Service/Performance Guarantees*

1.3.1 Please provide the total amount of fees you are willing to put at risk through all sources.

1.3.2 Complete the below regarding your Member Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? | Specify Amount. |
|---|---|---|---|
| **Call abandonment rate** | | | |
| **% of calls answered within 30 seconds** | | | |
| **Average speed of answer** | | | |
| **First call resolution rate** | | | |
| **Resolution of open cases** | | | |
| **Minimum acceptable score on satisfaction survey** | | | |

1.3.3 Complete the below regarding your Claims Processing. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? | Specify Amount. |
|---|---|---|---|
| **Financial accuracy (% dollars paid correctly)** | | | |
| **Payment accuracy (% of claims paid at correct amount)** | | | |
| **Processing Accuracy (% of claims processed without error)** | | | |
| **Claims Turnaround (% within 10 days)** | | | |
| **Claims Turnaround (% within 30 days)** | | | |

1.3.4 Complete the below regarding your Implementation Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? | Specify Amount. |
|---|---|---|---|
| **ID card delivery** | | | |
| **ID card accuracy** | | | |
| **Enrollment kit delivery** | | | |
| **Provider directory delivery** | | | |
| **Timeliness of provider changes made to online directory** | | | |
| **Eligibility loaded in claims processing system in a timely manner** | | | |
| **Readiness of call service centers** | | | |
| **Overall satisfaction with implementation** | | | |

1.3.5 Complete the below regarding the follow ongoing operational services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? | Specify Amount. |
|---|---|---|---|
| **ID card delivery** | | | |
| **ID card accuracy** | | | |
| **Enrollment kit delivery** | | | |
| **Provider directory delivery** | | | |
| **Timeliness of provider changes made to online directory** | | | |
| **Eligibility loaded in claims processing system in a timely manner** | | | |

1.3.6 Complete the below regarding your Reporting Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? | Specify Amount. |
|---|---|---|---|
| **Delivery of performance report for all implementation guarantees** | | | |
| **Delivery of performance report for all operational guarantees** | | | |
| **Reporting system availability** | | | |
| **Reporting accuracy** | | | |
| **Delivery of quarterly and year-end claims analysis reports** | | | |

1.3.7 Complete the below regarding your Account Management Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? | Specify Amount. |
|---|---|---|---|
| **Overall satisfaction with account management** | | | |

1.3.8 Are you willing to consider financial or claim target guarantees for prescription drug claims? If so, describe how you would propose structuring the guarantee with regard to measurement and timing. A claims file has been attached for prescription drug claim utilization by NDC code, incurred by Fulton members during calendar year 2011. This claim file does not include claims charge amounts, however, the enrollment and claims file in the appendix does include prescription drug claims information on an annual basis.

# Section 6C: Vision Cost Proposal

Vision repricing claim data is included in the appendix. This data does not include a provider tax ID number or provider name, but includes information on the retail charge and the type of service identifiers. Please provide the information below, based on the network that you propose, assuming the charges were all in network, and were incurred on June 1, 2012.

**All repricing responses must be returned with all of the original fields and the exact number of records that were included on the original file.**

**Using your June 1, 2012 provider fees please reprice the provided claim file, complete the below exhibit and provide all back-up for your repricing (do not submit hard copy of backup)**

**Report the results of the repricing in the table below:**

| Vision Network Claims | Charge Amount | Repriced Amount |
|---|---|---|
| Grand Total All Repriced Claims | | |
| **Grand Total From Data Files** | | |

## *1.1 ASO and Network Access Fees*

1.1.1 Please provide the ASO and Network Access fees associated with vision coverage.

| Components | Plan Year 2013 | Plan Year 2014 | Plan Year 2015 | Comments |
|---|---|---|---|---|
| **Vision ASO and Network Access Fee** | | | | |
| **Please list any other fees or costs associated** | | | | |

## *1.2 Financial Caveats and Assumptions*

1.2.1 Describe any rating caveats or assumptions associated with your quoted fees. Specifically identify any other additional fees (e.g., set-up, ID cards, reports, underwriting and actuarial support for contribution rates or periodic benefit change calculations, etc.).

1.2.2 Is there an additional fee for providing on-line Web tools to all Fulton employees, regardless of their participation in the account based plan?

1.2.3 If you are willing to fund a pre-implementation audit, please specify the allotted fees/expenses and scope of testing you are willing to accommodate.

1.2.4 Confirm that all possible fees are accounted for in the above fee quote and responses.

1. Confirmed
2. Not Confirmed

## *1.3 Service/Performance Standards and Guarantees*

1.3.1 Please provide the total amount of fees you are willing to put at risk through all sources.

1.3.2 Complete the following table regarding your Member Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? Specify Amount. |
|---|---|---|
| **Call abandonment rate** | | |
| **% of calls answered within 30 seconds** | | |
| **Average speed of answer** | | |
| **First call resolution rate** | | |
| **Resolution of open cases** | | |
| **Minimum acceptable score on satisfaction survey** | | |

1.3.3 Complete the following table regarding your Claims Processing. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? Specify Amount. |
|---|---|---|
| **Financial accuracy (% dollars paid correctly)** | | |
| **Payment accuracy (% of claims paid at correct amount)** | | |
| **Processing Accuracy (% of claims processed without error)** | | |
| **Claims Turnaround (% within 10 days)** | | |
| **Claims Turnaround (% within 30 days)** | | |

1.3.4

1.3.5 Complete the following table regarding your Implementation Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? Specify Amount. |
|---|---|---|
| **ID card delivery** | | |
| **ID card accuracy** | | |
| **Enrollment kit delivery** | | |
| **Provider directory delivery** | | |
| **Timeliness of provider changes made to online directory** | | |
| **Eligibility loaded in claims processing system in a timely manner** | | |
| **Readiness of call service centers** | | |
| **Overall satisfaction with implementation** | | |

1.3.6 Complete the following table regarding the follow ongoing operational services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? Specify Amount. |
|---|---|---|
| **ID card delivery** | | |
| **ID card accuracy** | | |
| **Enrollment kit delivery** | | |
| **Provider directory delivery** | | |
| **Timeliness of provider changes made to online directory** | | |
| **Eligibility loaded in claims processing system in a timely manner** | | |

1.3.7 Complete the following table regarding your Reporting Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? Specify Amount. |
|---|---|---|
| **Delivery of performance report for all implementation guarantees** | | |
| **Delivery of performance report for all operational guarantees** | | |
| **Reporting system availability** | | |
| **Reporting accuracy** | | |
| **Delivery of quarterly and year-end claims analysis reports** | | |

1.3.8 Complete the following table regarding your Account Management Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? Specify Amount. |
|---|---|---|
| **Overall satisfaction with account management** | | |

# Section 6D: Dental Cost Proposal

## *1.1 General Instructions*

1.1.1 Please provide the ASO and Network Access fees associated with dental coverage.

| Components | Plan Year 2013 | Plan Year 2014 | Plan Year 2015 | Comments |
|---|---|---|---|---|
| **Dental ASO and Network Access Fee** | | | | |
| **Please list any other fees or costs associated** | | | | |

1.1.2 Please provide a dental claim repricing.

1.1.3 In order for Fulton to assess the network discounts that will be realized when its employees access dental network providers, please complete the repricing analysis, which can be found in the attached repricing claims file in the appendix.

Please reprice each claim line in the file with the amounts allowed under your current 2012 network contracts, excluding any and all network access and TPA fees. In the extract, you are provided "eligible charges" and are asked to provide your own discounted amounts. The discounted amounts for each claim should be based on the same network used for the geo access and disruption analysis.

If your organization is unable to reprice a claim or the provider is a non-participating provider, the eligible amount must be input as the undiscounted amount.

The discount amount is to represent your allowed amount (allowed = total eligible amount - network discount) of your network contract with the provider for services rendered and must not represent prompt pay discounts.

Your organization is to assume that all charges in the "eligible charges" are covered and there is to be no adjustment for plan design. Vendors will be held accountable in the future regarding the price levels provided.

**All repricing responses must be returned with all of the original fields and the exact number of records that were included on the original file.**

**Using your 2012 provider fees please reprice the provided claim file, complete the below exhibit and provide all back-up for your repricing (do not submit hard copy of backup)**

**Report the results of the repricing in the tables below:**

| Dental Network Claims | Charge Amount | Repriced Amount |
|---|---|---|
| **OUT-OF-NETWORK** | | |
| Subtotal Out-of-Network Dental Charges | | |
| **IN-NETWORK** | | |
| Subtotal In-Network Dental Charges | | |
| **Grand Total From Data Files** | | |

1.1.4 The appendix includes a Dental Displacement file. Please complete the highlighted columns and return with your proposal.

## *1.2 Financial Caveats and Assumptions*

1.2.1 Describe any rating caveats or assumptions associated with your quoted fees. Specifically identify any other additional fees (e.g., set-up, ID cards, reports, etc.).

1.2.2 Is there an additional fee for providing on-line Web tools to all Fulton employees, regardless of their participation in the account-based plan?

1.2.3 If you are willing to fund a pre-implementation audit, please specify the allotted fees/expenses and scope of testing you are willing to accommodate.

1.2.4 Confirm that all possible fees are accounted for in the above fee quote and responses.

1. Confirmed
2. Not Confirmed

## *1.3 Service/Performance Standards and Guarantees*

1.3.1 Please provide the total amount of fees you are willing to put at risk through all sources.

1.3.2 Complete the following table regarding your Member Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? Specify Amount. |
|---|---|---|
| **Call abandonment rate** | | |
| **% of calls answered within 30 seconds** | | |
| **Average speed of answer** | | |
| **First call resolution rate** | | |
| **Resolution of open cases** | | |
| **Minimum acceptable score on satisfaction survey** | | |

1.3.3 Complete the following table regarding your Claims Processing. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? Specify Amount. |
|---|---|---|
| **Financial accuracy (% dollars paid correctly)** | | |
| **Payment accuracy (% of claims paid at correct amount)** | | |
| **Processing Accuracy (% of claims processed without error)** | | |
| **Claims Turnaround (% within 10 days)** | | |
| **Claims Turnaround (% within 30 days)** | | |

1.3.4 Complete the following table regarding your Implementation Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? Specify Amount. |
|---|---|---|
| **ID card delivery** | | |
| **ID card accuracy** | | |
| **Enrollment kit delivery** | | |
| **Provider directory delivery** | | |
| **Timeliness of provider changes made to online directory** | | |
| **Eligibility loaded in claims processing system in a timely manner** | | |
| **Readiness of call service centers** | | |
| **Overall satisfaction with implementation** | | |

1.3.5 Complete the following table regarding the follow ongoing operational services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | Specify Performance Standard | Fees at Risk (Y/N)? Specify Amount. |
|---|---|---|
| **ID card delivery** | | |
| **ID card accuracy** | | |
| **Enrollment kit delivery** | | |
| **Provider directory delivery** | | |
| **Timeliness of provider changes made to online directory** | | |
| **Eligibility loaded in claims processing system in a timely manner** | | |

1.3.6 Complete the following table regarding your Reporting Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | **Specify Performance Standard** | **Fees at Risk (Y/N)? Specify Amount.** |
|---|---|---|
| **Delivery of performance report for all implementation guarantees** | | |
| **Delivery of performance report for all operational guarantees** | | |
| **Reporting system availability** | | |
| **Reporting accuracy** | | |
| **Delivery of quarterly and year-end claims analysis reports** | | |

1.3.7 Complete the following table regarding your Account Management Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

| | **Specify Performance Standard** | **Fees at Risk (Y/N)? Specify Amount.** |
|---|---|---|
| **Overall satisfaction with account management** | | |

# SECTION 7
# PROPOSAL FORMS

## 7.1 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

## 7.2 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 completer 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 statues 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 or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Under penalty or\f 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 8
## CONTRACT COMPLIANCE REQUIREMENTS

### 8.1 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.

### 8.2 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.

## 8.3 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.

## 8.4 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 owning 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): _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

**Prime Bidder/Proposer:**_____

**ITB/RFP Number:**_____

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

_____

_____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is_____is not____a minority or female owned and controlled business 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)

| Name | Race | Sex | Financial Decisions | Supervision Field Operation |
|---|---|---|---|---|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

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 8, 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**

# Insurance and Risk Management Provisions
# Health Benefits Plan Consulting 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 | $100,000 |
| Employer's Liability Insurance | BY DISEASE | POLICY LIMIT | $500,000 |
| Employer's Liability Insurance | BY DISEASE | EACH EMPLOYEE | $100,000 |

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 |

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** Each Occurrence $1,000,000
(In excess of above noted coverages)

5. **PROFESSIONAL LIABILITY** Per Claim/Aggregate $1,000,000/$1,000,000
(Once contract has been completed or if contract is terminated at the direction of Fulton County, Contractor/Vendor shall provide evidence of policy renewal for 5 years thereafter).

## 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 for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to Fulton County Government.

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

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

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

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

**Important:**

It is understood that **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 t protect against potential hazards for the work being performed.

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the 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 10**
**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

SMLRC

*Index of Articles*


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

*Exhibits*

| | |
|---|---|
| **EXHIBIT A:** | **GENERAL CONDITIONS** |
| **EXHIBIT B:** | **SPECIAL CONDITIONS** |
| **EXHIBIT C:** | **SCOPE OF WORK** |
| **EXHIBIT D:** | **COMPENSATION** |
| **EXHIBIT E:** | **PURCHASING FORMS** |
| **EXHIBIT F:** | **CONTRACT COMPLIANCE FORMS** |
| **EXHIBIT G:** | **INSURANCE AND RISK MANAGEMENT FORMS** |
| **EXHIBIT H:** | **PAYMENT & PERFORMANCE BONDS (IF APPLICABLE)** |

***APPENDICES***

| | |
|---|---|
| **APPENDIX 1:** | **POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS** |
| **APPENDIX 2:** | **APPLICATION FORMS** |
| **APPENDIX 3:** | **PROCEDURES** |

ALCMRC

# CONTRACT AGREEMENT

Consultant: ***[Insert Consultant Name]***

Contract No.: ***[Insert Project Number and Title]***

Address: ***[Insert Consultant Address]***
City, State

Telephone: ***[Insert Consultant telephone #]***

Facsimile: ***[Insert Consultant Facsimile #]***

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]** to provide professional consulting services in Georgia, hereinafter referred to as **"Consultant".**

## 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

SAMPLE DRAFT

VI. Exhibit D: Project Deliverables;
VII. Exhibit E: Compensation;
VIII. Exhibit F: Office of Contract Compliance Forms;
IX. Exhibit G: Insurance and Risk Management Forms
X. Appendix 1: Policy 800-6, Procedures 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, as 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]***

## 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 subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

## ARTICLE 12. **SUSPENSION OF WORK**

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

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

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

the notice.

## ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County [insert user department name] designated representative. 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. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision [insert user department name] of the 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.

## 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 CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor 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**

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in

connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant 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 [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 subcontractor 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 ***[Insert User Department Representative for project]***. 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 ***[Insert User Department Representative for project]*** , 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 or ***[Insert User Department Representative for project]***. 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 three 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 subcontractor, 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:
Facsimile:
Attention: ***[Insert User Department Representative for project]***

**With a copy to:**

Fulton County Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Facsimile: (404) 893-6273
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

***[Insert Consultant Representative for project]***
***[Insert Consultant Address]***
Telephone:
Facsimile:
Attention: ***[Insert Consultant Representative for project]***

## ARTICLE 35. **JURISDICTION**

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 that state. 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 subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

SAMPLE DRAFT

## 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:
Facsimile:
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 an 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. **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 42. **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

**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**

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

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

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

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

# ADDENDA

SAMPLE OTAT

# EXHIBIT A

# GENERAL CONDITIONS

APEMC

# EXHIBIT B

# SPECIAL CONDITIONS

SMLC MTAT

# EXHIBIT C

# SCOPE OF WORK

APPROVED

# EXHIBIT D

# PROJECT DELIVERABLES

SMLCMRCT

# EXHIBIT E

# COMPENSATION

APPROVAL

# EXHIBIT F

# OFFICE OF CONTRACT COMPLIANCE FORMS

M L C N I C

# EXHIBIT G

# INSURANCE AND RISK MANAGEMENT FORMS

SAMPLE DRAFT

# SECTION 11
# EXHIBITS

## Exhibit 1 – Request for Proposal Submittal Check List

# EXHIBIT 1

***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.***

| **Separate Sealed Envelope Number #** | **Required Proposal Submittal Check List**<br>(Note: Each Proposal (i.e. "bundled medical", prescription drug/PBM, dental, vision) must be a separate proposal submission | **Check (✓)** |
|---|---|---|
| **1** | **Technical Proposal** (1 printed Original and 1 printed copy and 2 CDs) (Includes Section 7 Proposal Forms) **Note that some of the Section 7 Proposal Forms are listed below as having a technical evaluation point award).** | |
| | Summary of Technical Evaluation Factors. Please make sure your Technical Proposal includes these items, in this order, with Roman numeral tabs separating each section.<br>I. Executive Summary/Project Plan/Approach to Work<br>II. Qualifications of Key Personnel<br>III. Relevant Project Experience/Past Performance<br>IV. Availability of Key Personnel<br>VI. Local Preference *(Proposal form 13 H)*<br>VII. Service Disabled Veterans (*Proposal form 13 I)*<br>VIII. Disclosure Form and Questionnaire (*Proposal form 13 D)*<br>IX. Technical Questionnaire<br>X. Purchasing Forms - Section 7 (1 original and 1 copy).<br>XI. Responses to Risk Management Insurance Provisions (Section 9) (include with Contract Compliance Forms) (1 printed original and 1 printed copy) | |
| **2** | **Cost Proposal** (1 printed original and 1 printed copy and 2 CDs) Note that CDs must also include Excel Exhibits, however, the printed copy should not include the Excel files for Displacement and Repricing files due to PHI in the Excel files. | |
| **3** | **Contract Compliance Forms** (Section 8) (1 printed original and 1 printed copy) All forms must be signed | |
| | | |
| **4** | **Financial Information**<br>1 Audited financial statements for last 3 yrs, income statements balance sheets, any changes in financial position. | |

| | | |
|---|---|---|
| | 2 Latest quarterly financial report, description of material changes in financial position since last the last audited financial report.<br>3 Most recent Dun & Bradstreet and/or Value Line Reports<br>4 Identify any evidence of access to a line or letter of credit. | |

# SECTION 12
# APPENDICES

# APPENDIX 1

# POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS

FULTON COUNTY

# 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. <u>COUNTY MANAGER'S AUTHORITY</u>:** 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-0ff 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.

# SECTION 12
# APPENDICES

## Appendix 2: Attachment Listing

All attachments related to this RFP are contained in two zip files available for download from the Fulton County Website. The first file can be downloaded without a password. The second data file (Data.Zip) is available from Fulton County upon receipt of a confidentiality agreement signed by an officer of your company and faxed to Malcolm Tyson at 404-335-5808.

- Attachments.zip
    - Appendix 2 – Active SPD
    - Appendix 2 – Retiree SPD
    - Appendix 2 – 2012 Employee Enrollment Guide
    - Appendix 2– 2012 Retiree Enrollment Guide
    - Appendix 2 – Copy of RFP in Word Document for your use in responding to the RFP

Please note that these SPDs and Enrollment guides do not reflect the tentative 2013 changes.

- Data.zip (Receipt of these documents requires you to sign a confidentiality agreement with the County prior to receiving the password for these files)
    - Enrollment and Experience for Medical, Prescription Drug, Dental and Vision proposals
    - Repricing Data File for Medical, Prescription Drug, Dental and Vision proposals
    - Displacement and CPT File for Medical and Dental proposals
    - Census File for Medical, Prescription Drug, Dental and Vision proposals