



**REQUEST FOR PROPOSAL (RFP) No. 26-3005-RFP01  
COURIER SERVICES**

**November 17, 2025**

**Pre-Bid Conference via TEAMS: Tuesday, December 2, 2025, at 10:30 am EST**  
**Must Register to receive link: <https://events.gcc.teams.microsoft.com/event/be713cf4-cbd7-4b25-9124-4f46e9c24e5d@512da10d-071b-4b94-8abc-9ec4044d1516>**

**PROPOSAL DUE DATE**  
**Thursday, December 11, 2025, at 2:30 p.m. EST.**

**Bids shall only be accepted via email at:**  
**[DPH-DCBOHpurchasing@dph.ga.gov](mailto:DPH-DCBOHpurchasing@dph.ga.gov)**  
**Subject line *26RFP01 Courier Services***

**Any bid submitted in any other format (paper, fax, mail, etc.) will not be accepted.**

**Instructions to Bidders:**

1. All communications regarding this solicitation must be directed to the Procurement and Contracts Supervisor, Shakera Hall, [shakera.hall@dph.ga.gov](mailto:shakera.hall@dph.ga.gov).
2. All questions or requests for clarification must be sent via email at [DPH-DCBOHpurchasing@dph.ga.gov](mailto:DPH-DCBOHpurchasing@dph.ga.gov). In the subject line, use **RFP Questions – Courier Services**. Questions are due no later than Thursday, December 4, 2025, at 2:00 p.m. EST. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on the Georgia Procurement Registry, and it is the Offeror's responsibility to check the Georgia Procurement Registry for any addenda or other communications related to this solicitation.
4. DeKalb Public Health reserves the right to reject all bids and to waive technicalities and informalities and make an award in the best interest of DeKalb Public Health.
5. DeKalb Public Health is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their proposals before the due date of this solicitation.

**SUBMISSION COVERSHEET**  
**COMPLETE AND RETURN THIS PAGE ALONG WITH THE LIST OF ITEMS BELOW**

**REQUEST FOR PROPOSAL**  
**COURIER SERVICES**

Company Name			
Contact Person			
Address			
Email		Phone	

**You must complete and submit copies of the following items:**

1. **SUBMISSION COVERSHEET** (page #2)
2. **Exhibit B:** COST PROPOSAL must be submitted separately from the Contractor's bid and be titled, "Cost Proposal / Company Name."
3. **Exhibit C:** Certificate of Insurance (COI)
4. **Exhibit D:** CORPORATION WITHOUT CORPORATE SEAL STATEMENT OF CORPORATE RESOLUTION
5. **Exhibit E:** CONSOLIDATED CERTIFICATE REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS
6. **Exhibit F:** E-VERIFICATION DOCUMENTATION – The Contractor Affidavit
7. **Exhibit G:** REFERENCE SHEET
8. **PROVIDE ALL INFORMATION REQUESTED IN SUBMISSION REQUIREMENTS SECTION 3.0 (Proposal)**

By submitting a response to the RFP, the contractor is acknowledging that the contractor:

1. Has read all the information and instructions, and
2. Agrees to comply with all the terms and conditions, information, and instructions contained in this RFP.

**It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of ninety (90) days from the opening date.**

Person Authorized to Sign on Behalf of the Contractor:

Signature: \_\_\_\_\_

Printed Name/Title \_\_\_\_\_

## OVERVIEW

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §50-5-50 et. seq.), this Request for Proposal ("RFP") is being issued to establish a contract with one qualified Vendor who will provide routine and non-routine laboratory courier services for the multiple DeKalb Public Health (hereinafter referred to as "DKPH") as further described in this RFP.

Interested parties may obtain copies of the Request for Proposal (RFP), 26-3005-RFP01, online from DeKalb Public Health's website, <https://dekalbpublichealth.com>. Select "About Us," then "Procurement Opportunities," "Contract Opportunities," and Bid ID number 26-3005-RFP01. The RFP may also be obtained by contacting the Office of Purchasing, Department of Internal Services, via telephone at (404) 508-7758 or email [DPH-dcbohpurchasing@dph.ga.gov](mailto:DPH-dcbohpurchasing@dph.ga.gov).

## INTRODUCTION

DKPH is soliciting proposals to enter into an agreement with one courier company for all DKPH Clinics and Laboratories. The Contractor will collect specimens containing infectious and pharmaceutical medications.

The Contractor must maintain and utilize documented protocols, instructions, worksheets, and/or operating procedures that detail regularly recurring work processes conducted or followed within the organization. The procedures must be tailored to the organization and address the specific activities required to fulfill the requirements outlined in the RFP. The procedures must also assist in maintaining quality control and include quality assurance processes to ensure compliance with governmental regulations and DKPH Lab-Courier service requirements. The specific areas that must be addressed are:

- |  |                      |
|--|----------------------|
| •Policies & Procedures                 | •Pickup and Delivery |
| •Quality Assurance & Performance Plans | •Automated Tracking  |
| •Compliance                            | •Customer Service    |
| •Training                              |                      |

The seven (7) locations that require pick-up service are:

- DKPH operates five (5) public health laboratories in the following locations:
- E.L. Richardson Health Center, 445 Winn Way, Decatur, GA. 30030
- T.O. Vinson Health Center, 440 Winn Way, Decatur, GA. 30030
- Clifton Springs Health Center, 3110 Clifton Springs Road, Decatur, GA. 30034
- East Health Center, 2277 South Stone Mountain Lithonia Road, Lithonia, Ga 30058
- North Health Center, 3807 Clairmont Rd. NE, Chamblee, GA 30041
- Georgia Public Health Laboratory (GPHL), 1749 Clairmont Road, Decatur, Georgia 30033

## 1.0 SCOPE OF SERVICES

The Contractor shall provide to the following services:

1. All services are to be provided according to the following schedule:
  - o Laboratory-related items: Monday through Friday 8:15 am – 2:00 pm
  - o Pharmacy-related items: Monday through Thursday, 8:15 am-2:00 pm
  - o No services are to be provided when the DKPH is closed for state holidays or other announced closings, such as inclement weather.

2. Laboratory-related pick up will be pre-packaged for transport and will occur from the following locations:
  - o E.L. Richardson Health Center, 445 Winn Way, Decatur, GA 30030
  - o T.O. Vinson Health Center, 440 Winn Way, Decatur, GA 30030
  - o Clifton Springs Health Center, 3110 Clifton Springs Road, Decatur, GA 30034
  - o East Health Center, 2277 So. Stone-Mountain-Lithonia Road, Lithonia, GA 30058
  - o North Health Center, 3807 Clairmont Rd. NE, Chamblee, GA 30041 Room# 1128
3. Delivery of laboratory-related items, such as clinical specimens, will occur before 1:00 p.m. EST to the State of Georgia Public Health Laboratory, located at 1749 Clairmont Rd., Decatur, GA 30033
4. Pharmacy-related items will be picked up from DKPH, in the provided storage containers(s), and delivered to the following health centers:
  - o E.L. Richardson Health Center, 445 Winn Way, Decatur, GA 30030
  - o T.O. Vinson Health Center, 440 Winn Way, Decatur, GA 30030
  - o Clifton Springs Health Center, 3110 Clifton Springs Road, Decatur, GA 30034
  - o East Health Center, 2277 So. Stone-Mountain-Lithonia Road, Lithonia, GA 30058
5. All storage containers will be returned to DKPH, as needed
6. All signed packing slips associated with a Pharmacy delivery to the Pharmacy.
7. All undeliverable items must be returned to the pharmacy by 4:00 pm
8. All material picked up and/or delivered by the Contractor will conform to the DKPH standards for the transport of pharmaceuticals or clinical specimens.
9. All material picked up and/or delivered by the Contractor will be maintained at the proper temperature as directed by the Laboratory Supervisor or District Health Pharmacist.
10. Contractor will provide evidence of delivery as needed.
11. Contractor will submit invoice(s), with detailed supporting documentation of daily delivery and receipt for services rendered, no later than one month from the date of service delivery
12. Services covered are exempt from Federal Excise Tax and free from Georgia Sales and Use Tax.

## **2.0 REQUIRED QUALIFICATIONS**

A successful contractor must have the following minimal qualifications:

- Contractor performing work described in this RFP must possess a minimum of three (3) consecutive years of recent courier service experience handling and transporting hazardous materials, dry ice.

- Contractor performing work described in this RFP must possess a minimum of three (3) consecutive years of recent courier service experience handling and transporting pharmaceuticals or dangerous drugs.
- The firm must have a policy and procedure outlining the handling and transportation of hazardous materials and dry ice and transporting pharmaceuticals or dangerous drugs.
- The Supplier's top management (Director, CEO) possesses at least three (3) consecutive years of direct experience operating a courier service.
- The Supplier must maintain a sufficient number and type of motor vehicles to provide the services required by this RFP. Suppliers shall own or permanently lease the vehicles used to transport the specimens. The motor vehicles and supplies necessary to operate the motor vehicles and perform under this contract must be:
  - Suitable and properly configured for services required by this RFP,
  - In good operating condition, including receipt of regular preventative maintenance,
  - In compliance with all applicable federal, state, and local laws and regulations, and
  - Well maintained, clean, empty, watertight, and insect, rodent, and odor free.
- The Supplier must obtain and maintain a United States Department of Transportation number for the life of this contract.
- The supplier shall conduct criminal background checks and driver's license verification checks on all employees and subcontractors performing work described in this RFP.
- The Supplier's system shall track the specimen packages electronically.
- Contractor will be responsible for providing laboratory courier services for the DKPH on both a Routine and Non-Routine basis. Laboratory courier services may be required on occasion, at times and locations not designated in the Project Scope or otherwise in the RFP.
- The Supplier shall ensure the specimens' integrity and temperature is continuously maintained from pick-up, during transportation, and through delivery consistent with the temperature designated by the District Offices on the package ("temperature stickers")
- The Supplier will maintain a temperature monitoring log documenting cold chain storage while the specimen(s) are in transit.

### **3.0 REQUEST FOR PROPOSAL PROCESS**

The proposal must contain the information outlined below.

Please include a title on each page of your proposal and number the pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information, including the name of the company (include any dba names); headquarters and parent company locations; and a brief history of the company.
- ii. Company's mailing address, contact person, telephone number for the primary contact person, and email address.
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

2. Executive Summary Executive Summary:

An executive summary letter should include the key elements of the respondent's RFP and an overview of the team. Indicate the address and telephone number of the respondent's office located nearest to DKPH, and the office from which the project will be managed.

3. Evaluation and Selection Criteria

DKPH, at its discretion, may award the contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to DKPH. The following is the evaluation criteria the will consider in determining which proposal is most advantageous to DKPH:

#### **A. Approach**

1. Methodology(ies): This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Scope of Work with clarity and thoroughness in addressing the task required.
2. Describe in detail your organization's experience handling and transporting hazardous materials and dry ice. Please include a copy the organization's policy and procedure outlining this process.
3. Describe how your firm will manage Same Day and Express Courier Services, which will require pickup in less than 24 hours.
4. Describe in detail your firm's electronic data collection, data tracking, and reporting system process for ensuring proof of pick-up and delivery and other detailed data about specimens from the origination site, to all stops between, and the final destination, with an online tracking system. Explain

whether the system utilizes web-based bar coding, scanning, labeling and tracking.

5. Describe in detail the process in which specimen packages are electronically tracked. Describe how the tracking system allows the State Entity to continuously access.

**B. Qualifications and Experience of the Firm(s)**

1. List 3-5 similar projects completed in the last 5 five years.
2. Contracts on hand (schedule – showing gross amount of each contract and the approximate timelines).

**C. Qualifications and Experience of Key Staff**

1. Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided with emphasis on previous experience in similar roles on comparable projects, and a copy of their resumes if applicable.

**D. Cost Proposal**

1. Contractors must submit a cost proposal with justification for consideration, Exhibit B. This proposal must include labor, equipment, supplies, and materials, etc., to complete the project as specified in this solicitation.

**COST PROPOSAL must be submitted separately from the Contractor's bid and be titled, "Cost Proposal / Company Name."**

Proposals submitted in response to this RFP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by the client.

Criteria	Points
Approach	30
Qualifications and Experience of the Firm(s)	20
Qualifications and Experience of Key Staff	20
Cost	30
Highest Possible Score	100

**4.0 SUBMISSION REQUIREMENTS**

**RFP Number: 26-3005-RFP01**

**Pre-bid Conference: N/A**

**Questions Due: Wednesday, October 22, 2025, at 2:00 pm EST**

**Proposal Due Date: Friday, October 31, 2025, 2025, at 2:30 p.m. EST**

**Proposals are only accepted via email at: [DPH-DCBOHpurchasing@dph.ga.gov](mailto:DPH-DCBOHpurchasing@dph.ga.gov)**

All submissions are due at the location specified above no later than the date and time specified herein. The RFP package must include detailed information relative to Request for Proposal Process and Selection Criteria, as required. The Proposal Letter included

as page two (2) of this RFP, and Exhibits B-H must be attached and must be signed by a person authorized to legally bind the company.

**5.0 EVALUATION:**

DKPH evaluation committee will evaluate each proposal properly submitted in accordance with the instructions of this solicitation and within the timeframe specified. DKPH at its sole discretion determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of the determinations or decisions by DCBH.

Contract award will be made to the Contractor that submits the proposal considered most advantageous to DKPH based on the process and the evaluation criteria set forth below. Proposals that are deemed to be responsive will be submitted to the evaluation committee for review. Proposals that are deemed to be non-responsive will not be evaluated or considered for award.

DKPH reserves the right to develop a competitive range. The competitive range is defined as a group of competitive negotiation, as determined during the evaluation process, consisting of those proposals that are considered to have a reasonable chance of being selected for an award and who are, therefore, chosen for additional discussion and negotiations. Proposals not in the competitive range are given no further consideration.

DKPH reserves the right to evaluate proposals on the non-price related criteria only. Proposals that do not meet at least 70% of the non-price points possible may be eliminated from further consideration. Proposals that do not contain pricing information will not be considered for an award.

**6.0 SUPPLEMENTAL INFORMATION:**

**Cost Proposal**

The DeKalb County Board of Health provides a fee-for-service payment. No upfront payment or deposit will be provided. The contractor is required to itemize invoices for services and submit them to DKPH upon completion and inspection of the project.

Please submit your cost proposal in detail for both the daily/routine rate and the on-demand/non-routine rate. Depending on the final budget, some elements may need to be modified or eliminated. Your cost proposal must be included in your submission to be considered for the award.



## TERMS AND CONDITIONS

1. **CONTRACT:** The request for proposal invitation, terms and conditions, the specifications and the proposal received form the contract and they shall be fully part of the contract, as if thereto attached, or therein repeated. These documents represent the entire agreement between the successful vendor and DKPH and supersede any prior discussions or negotiations, representations, or agreements, either written or oral. Contracts, if awarded, will be awarded to responsible proposers whose proposals will be most advantageous to DKPH, cost and other factors considered. The determination will be solely at the discretion of DKPH.

Based upon the availability of funding and the assumption of satisfactory performance by the responders awarded the initial contract, it is the intent of DKPH to enter into a series of one-year renewable contracts. The contract shall not bind, nor purport to bind, DKPH for any contractual commitment in excess of the original contract period, which is anticipated to be upon execution.

In the event that DKPH exercises the right to renew, all terms, conditions, and specifications of the original contract, as amended, shall remain the same and apply during the extension period, a period not less than one year or no more than four years, in duration. If an extension option is exercised, such shall be accomplished in writing between the contractor and DKPH's Purchasing.

2. DKPH reserves the right to reject or accept any or all proposals and to waive informalities, minor irregularities and technicalities in proposals received, whichever is deemed to be in the best interest of DKPH, and to re-advertise.

3. DKPH may accept any items or group of items of any proposal unless the proposer qualified his proposal by specific limitations.

4. **COMPLETION:** The Offeror shall read the proposal carefully, complete all entries, and submit all documents or information requested. Failure to do so may result in rejection of the proposal.

5. **CONTRACT RENEWAL:** After the initial contract term, DKPH reserves the right to renew the contract for four (4) additional years if the vendor and DKPH mutually agree. Renewing the contract would imply doing so under the same terms and conditions unless proposed changes are mutually agreed upon by both parties.

6. **FUNDING:** If for the term of this contract, DKPH for any reason, fails to appropriate funds for these services, DKPH will notify the vendor immediately and will no longer be obligated under the contract.

7. **EXCEPTIONS:** Proposals meeting the requirements of this document shall be considered. Offerors taking exception to any of the terms, conditions or offering substitutions shall state these exceptions plainly on the Exceptions Page of this document.

8. **DEVIATIONS** to any/all requested options in this proposal are subject to approval by DKPH prior to any resultant award.

9. **QUANTITIES:** Unless otherwise noted, any quantities provided for this Request for Proposal are estimated volume and do not represent a purchase contract quantity. DKPH reserves the right to purchase quantities that are fewer, greater, or even none for the line items presented based on needs at given times during the period of this pricing contract. DKPH reserves the right to not consider a proposal if a service charge, minimum dollar, or minimum quantity is applied.

10. **OFFER TIMELINE:** Offeror agrees to hold their offer open for acceptance by DKPH for no less than ninety (90) days from the CSP response date and time.

11. **COMPLIANCE:** Under this contract, DKPH Procurement Supervisor will have the responsibility to ensure compliance with contract requirements, such as but not limited to acceptance and inspection of equipment and services provided.

12. **UNDERSTANDING:** Offeror, by making his/her proposal, represents that he/she has read and understands the request for proposal.

13. **CONTRACT AND PURCHASE ORDER:** DKPH limits its purchases through the use of properly approved and authorized contracts and purchase orders. The successful vendor must be able to accept purchase orders via email (preferred) or facsimile (FAX). Therefore, the contract number or purchase order number shall appear on ALL itemized invoices to ensure payment.

14. Any contracts or agreements signed by any DKPH employee other than the District Health Director or their designee is considered null and void.

15. **INVOICING:** The vendor shall submit itemized invoices within a timely manner during DKPH's fiscal year in which the items were purchased. Invoices shall indicate the vendor contract number with DKPH along with the purchase order number, if applicable. Invoices shall be issued only for items received. Payment shall not be due until the invoice(s) are submitted after delivery of services or product. Payments will be made within thirty (30) days of receipt of an accurate, non-disputed invoice.

All invoices must be e-mailed to the Program Manager and/or [DCBOHAPINVOICES@dph.ga.gov](mailto:DCBOHAPINVOICES@dph.ga.gov). Invoices will be accepted and honored in accordance with the finalized budget. All deliverables under the terms of this contract are due prior to the release of final payment.

**TAX EXEMPTION:** DKPH, by law, is exempt from most taxes. Offeror to retain on file a copy of a tax-exempt form submitted by DKPH. Offeror is encouraged to allow for an automated tax exemption, not requiring the department buyer to request exemption. Do not include tax in your bid totals. If awarded contract, Offeror may obtain a copy of DKPH Tax Exemption Certificate by contacting DKPH Purchasing Department.

16. **SIGN-IN AND IDENTIFICATION BADGES:** For safety purposes, all vendors will sign-in at DKPH or administration front desk when entering a DKPH facility. All vendors will be expected to show their driver's license or other government issued photo identification card to the employee at the front desk at the administration office.

17. FAILURE TO ABIDE BY TERMS: If at any time, a vendor fails to fulfill or abide by the terms, conditions or specifications of the contract, or to perform by providing the items/services at the price submitted or within the specified time frame, DKPH reserves the right, upon written notice to the vendor to cancel the contract.

18. DEFAULT: Prior to the cancellation of the contract for default, DKPH's Purchasing will advise the vendor, in writing, of their intentions, and the reasons for such intentions. The vendor will be allowed fifteen (15) days to cure the default condition. If such condition is not cured to the satisfaction of DKPH after that time, then the cancellation of the contract may be executed.

19. GIFTS: Please note that a "gift to a public servant" is a Class A misdemeanor offense if the recipient is a government employee who exercises some influences in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.

20. INTERLOCAL AGREEMENTS, PURCHASING COOPERATIVES: DKPH reserves the right to utilize other DKPH contracts, State of Georgia contracts, contracts awarded by other Governmental Agencies, other Boards, or cooperative agreements in lieu of any offer received, or award made as a result of this proposal, if it is in DKPH's best interest to do so.

21. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in DeKalb County, Georgia.

22. INSURANCE. Prior to beginning work, the successful contractor is required to furnish Certificates of Insurance as may be required by DKPH and described in the specifications (*Exhibit C*)

23. PERFORMANCE: Prospective vendor must affirmatively demonstrate responsibility through a satisfactory performance record. Each Offeror is required to submit with their proposal a list of three (3) references of organizations for which they currently or have provided products/services to within the last three (3) years. The list shall include the company/entity name, address, contact name, and telephone number.

24. PLACES OF BUSINESS: Prospective vendor may be required to furnish evidence in writing that they maintain permanent places of business and have adequate places of business and have adequate equipment, finances, and personnel to furnish the items/services offered satisfactorily and expeditiously.

25. EXCEPTIONS: Offerors taking exception to the terms and conditions or specifications of this proposal shall state these exceptions plainly on the Exception Page of the proposal document. If no exceptions are indicated on the submitted form, it will be assumed that your proposal complies with our document.

26. PRICING: Negotiation may be a part of this process. Therefore, vendors are cautioned to submit their most competitive price for their product and service the first time through on the Proposal Response forms. If the scope of the proposal and all other requirements are met initially, there may not be any need for negotiation with any vendor.

27. AWARD: It is the intention of DKPH to establish a contract with one offeror that successfully responds to this RFP. DKPH does not guarantee any work or dollar amounts relating to this proposal. Purchases will be based upon DKPH's needs throughout the period covered by this proposal. Therefore, this RFP contains information based on previous spend data. At the time of need, the department will select an approved vendor and submit exact specifications, quantities, delivery times, and any other relative information the vendor may need to provide a quote for that order to the requester per contracted pricing. DKPH reserves the right to purchase more or less than quoted.

28. NOTIFICATION OF AWARD: ALL vendors properly responding on time to this proposal with all the required documents complete will be considered for award. DKPH may elect to issue subsequent proposals and approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of DKPH.

29. CANCELLATION: DKPH shall have the right to cancel for default all or any part of the undelivered portion of this order/service if vendor breaches any of the terms hereof including warranties of vendor or if the vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which DKPH may have in law or equity.

30. FORCE MAJEURE: If by reason of Force Majeure (unforeseeable circumstances), either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, acts of public enemy, orders of any kind of government of the United States or the State of Georgia or any civil or military authority; insurrections; epidemics; landslides; land sinkage; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

31. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by vendor without the written permission of DKPH. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

32. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

33. INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement.

Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

34. ADVERTISING: The vendor shall not advertise or publish, without DKPH's prior consent the fact that DKPH has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

35. RIGHT TO ASSURANCE: Whenever a party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as anticipatory repudiation of the contract.

36. DISCLOSURES: By signing this proposal, a vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, special discount, trip, favor, or service to a public servant in connection with the proposal submitted. Vendor shall note any and all relationships that might be a conflict of interest and include such information with the proposal (Conflict of Interest Questionnaire). By signing this proposal, a vendor affirms that, to the best of his/her knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other vendors in the award of this proposal.

37. TERMINATION OF CONTRACT: It is understood that DKPH retains the option to terminate this Agreement for any reason at the end of each contract year without pecuniary risk or penalty or at any point during the contract term with evidence of just cause. The termination will become effective, and this Agreement shall terminate sixty (60) days prior to the end of the contract year or for just cause. The termination will become effective, and this Agreement shall terminate sixty (60) days following written notification of intent.

DKPH may terminate this contract, in whole or in part, for DKPH's convenience, or because of failure of the Contractor to fulfill the obligations herein in any respect. DKPH shall terminate by delivering to the Contractor, with at least five (5) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. Contractor shall be paid for services rendered up to the date of termination. Notice shall be given in accordance with Article 11 herein.

Notwithstanding the foregoing, this contract is subject to the availability of funds to DKPH to provide reimbursement for services rendered. In the event that the source of reimbursement no longer exists, then this contract shall terminate immediately upon the giving of notice of such to the Contractor, without further obligation of DKPH, and the Contractor shall be paid as provided herein for services rendered up to the date of termination. Notice shall be given in accordance with Article 11 herein.

38. **CONFIDENTIAL OR TRADE SECRETS** If any of the information is confidential or a trade secret belonging to the vendor and, if release would give advantage to a competitor or vendor, that information should be filed with the proposal in a separate envelope marked “CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION”.

Acceptance of such materials does not constitute an admission by DKPH that the materials are confidential or a trade secret. **CRIMINAL RECORDS HISTORY:** The vendor shall ensure that all entities with which it contracts shall supply information regarding criminal records history of any employee, agent or consultant who shall be present on DKPH's property at any time. Under no circumstances shall any entity be allowed to use employees, agents or consultants present on site who have been convicted of a felony or a crime involving sexual misconduct.

39. **COMPETITIVE PROCUREMENT:** This RFP is part of a competitive procurement process which helps to serve DKPH's best interest. It also provides vendors with a fair opportunity for their products to be considered. The process of competitive negotiation being used in this case shall not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor, although it may be, and DKPH has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship.

40. **LENGTH OF CONTRACT:** All responses to the RFP shall be valid for the date of approval with the possibility of four (4) additional annual renewals between DKPH and the Vendor.

41. **ACCEPTANCE:** This will be a single or multi-vendor award. DKPH reserves the right to accept or reject any or all the proposals submitted, waive minor technicalities, and accept the offer most advantageous to DKPH. Contract, to awarded vendor, will be based on the determined “best value for DKPH”.

42. **OTHER REQUIREMENTS:** The warranty, general, special terms and conditions, insurance, submittal documents and specifications as stated herein shall apply and shall not be nullified, voided or altered in any way by the inclusion of the Offeror's pre-printed forms with this proposal or any other document submitted during delivery of product, invoicing, acknowledgement letters, emails, faxes, routing communications between the contracted parties, of subcontract employees, or third parties unless specifically acknowledged and agreed to in writing by DKPH.

43. **PERFORMANCE.** The responsibility for compliance with this solicitation and the subsequent contract shall be with the submitting Offeror. Awarded Offerors are expected to provide prompt service that is due under this contract including warranties. Past performance of the Offeror may be a factor in awarding future contracts.

Any problems or discrepancies that are not covered by the above requirements should be directed to DKPH Office of Purchasing for a determination or clarification prior to any action taken on said problem or discrepancy. If the Offeror fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner. All bidders shall provide detailed explanations of any variances or exceptions the Offeror has with any requirement or terms specified in this RFP and thoroughly explain any alternate service offered. DKPH is not responsible for any costs incurred by the vendor for the

preparation or distribution of this bid. Respondents or other authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting offers. Failure to do so will be at the Offeror's own risk. Proprietary information, if any, submitted to DKPH in response to this bid should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Georgia Open Records Public Information Act as it applies to such information.

44. DKPH LICENSING PROGRAM: DKPH logo cannot be used without the expressed, written permission of DKPH

45. INCREASES. If deemed appropriate by DKPH, extension period percentages of increase shall be negotiated with the contractor. If a mutual agreement cannot be reached, DKPH reserves the right to rebid.

46. ADDITIONAL SERVICES. DKPH reserves the right to request the contractor to provide additional services not outlined herein. In the event this occurs, compensation will be negotiated at that time.

47. COST. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

48. INDEPENDENT CONTRACTOR. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by DKPH. The sole relationship between DKPH and the contractor is as established by this contract. The contractor acknowledges responsibility for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save, and hold DKPH, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters. Upon request, the contractor will provide DKPH with evidence of compliance with these requirements.

49. SUBCONTRACTORS. The contractor shall not subcontract work hereunder without the prior written consent of the DeKalb County Board of Health (DKPH). Any contractor subcontracting work without the prior written consent of DKPH shall be null and void. If contractor proposes to subcontract any of the work hereunder, it shall submit to DKPH the name of each proposed Subcontractor, with the proposed scope of work which its proposed Subcontractor is to undertake. Alternatively, the Contractor shall provide a statement that there are no subcontractors for the work proposed hereunder.

50. COMMUNICATION ON PROJECTS. The contractor shall fully coordinate its activities in the performance of the contract with those of DKPH. As the work of the contractor progresses,

advice and information on matters covered by the contract shall be made available by the contractor to DKPH throughout the contract period.

51. **OWNERSHIP OF MATERIALS.** The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of DKPH. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of DKPH.

52. **INDEMNIFICATION.** The contractor shall understand and agree that DKPH cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect DKPH, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds DKPH as an additional insured. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by DKPH, including its Board and employees.

53. **CONFIDENTIAL INFORMATION.** Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of DKPH and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by DKPH to contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by contractor or any person engaged in the contracted work are the property of DKPH and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of DKPH, and that upon termination of the contract, or at any other time DKPH requests, the contractor or any other person involved in the contracted work will transmit to DKPH any written, printed, or other materials embodying such confidential information, including all copies and excerpts thereof, given to, prepared by or for the contractor, or any other person involved in the contracted work. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work. W-2 tax information would be the most sensitive file DKPH would send to the contractor (once annually).

The contractor shall agree and understand that all exhibits, materials, digital files, artwork, design features and concepts developed as a result of the contract shall become the property of DKPH, with all rights and interests for present and future publication, display, sale, copyright, or other use as deemed appropriate by DKPH.

54. **COMPLY WITH APPLICABLE LAW.** The contractor must comply with all existing or future applicable laws, including but not limited to, those pertaining to soy-based ink and recycled paper.



55. NO EXCLUSIVE ARRANGEMENT. The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that DKPH may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's service.

56. VIOLATIONS. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if DKPH has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, DKPH shall have the right to cancel the contract Immediately without penalty or recourse and suspend or debar the contractor from doing business with DKPH. DKPH may also withhold up to twenty-five percent of the total amount due to the contractor.

57. AUDIT. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

58. CONTRACT MODIFICATIONS: With the exception of specifically designated persons in the Office of Purchasing selected for this purpose by DKPH, employees of DKPH are not authorized to modify, interpret or clarify such terms, conditions or specifications, and proposers should not rely on the presentments of employees or agents other than those with express authority to make such presentments.

59. SUSPENSION. DKPH reserves the right to suspend the contract in whole or in part under this provision, if it appears to DKPH, in its sole discretion, that the Contractor is failing to comply with any one or more of the following: (1) the quality of service; (2) the specified completion schedule of Contractor's duties required under this contract; (3) the documentation requirements for proof of reimbursable expenses prior to payment thereof; or (4) the programmatic performance or service deliverables set forth herein. DKPH will send written notice to the Contractor, as notification of DKPH's action under this Article, specifying the nature of the non-compliance and the actions necessary to correct the non-compliance. Contractor will immediately discontinue services and will have five (5) days from receipt of such notice to cure, remedy or correct the non-compliance to DKPH's satisfaction. Contractor will receive no payment for services rendered during the suspension period. If DKPH, in its sole discretion, is satisfied with Contractor's response, DKPH may lift the suspension of the contract, and both parties will resume full performance under the contract. If the Contractor does not provide a satisfactory response to DKPH within the five (5) day period, then this contract shall immediately terminate without further obligation by DKPH. Contractor shall be paid up to the date of suspension.

### Standard Contract

The attached sample contract is DKPH's standard contract document for professional services (*Attachment C*). Proposers should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the response to the Request for Proposal. Since proposed revisions may result in the proposal being rejected if the provisions are unacceptable to DKPH, proposers should review the contract with an officer of the firm having authority to execute the contract.

**Sample Standard Contract Document for Professional Services**

STATE OF GEORGIA      ☐

**CONTRACT NO.:**

COUNTY OF DEKALB      ☐

**22-0000-Co000-00**

**ARTICLE 1 - CONTRACT BETWEEN**

This contract is between the DeKalb County Board of Health dba DeKalb Public Health, legally empowered to contract pursuant to the Georgia Health Code and hereinafter referred to as the "DKPH"

and

\_\_\_\_\_, a \_\_\_\_\_

located at \_\_\_\_\_, and hereinafter referred to as the "Contractor."

This contract, made as of this \_\_\_\_\_, day of, shall constitute the terms and conditions under which the contractor shall provide \_\_\_\_\_ on behalf of DKPH.

**ARTICLE 2 - CONTRACT PERIOD**

This contract shall be effective upon execution and shall be reviewed annually. This contract has (4) annual renewal options unless terminated earlier under other provisions herein.

**ARTICLE 3 – DKPH AND CONTRACTOR AGREEMENTS**

NOW, THEREFORE in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

WHEREAS DKPH desires professional \_\_\_\_\_

And

WHEREAS the contractor has represented to DKPH that they are an organization that is willing and able to provide such services:

DKPH agrees to:

1. Comply with all reasonable requests from the contractor that are necessary for the performance of the duties within the scope of services.
2. Compensate the contractor per Article 7 - Terms of Payment.

**ARTICLE 4 - CONTRACT MODIFICATION**

This contract may be modified by mutual consent at any time, but no modification or alteration of this contract will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this instrument.

## **ARTICLE 5 - CONTRACT TERMINATION**

- A. DKPH may terminate this contract, in whole or in part, for DKPH's convenience, or because of failure of the contractor to fulfill the obligations herein in any respect. DKPH shall terminate by delivering to the Contractor, with at least thirty (30) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. The Contractor shall be paid for services rendered up to the date of termination. Notice shall be given in accordance with Article 12 herein.
- B. Notwithstanding the foregoing, this contract is subject to the availability of funds to DKPH to provide reimbursement for services rendered. In the event that the source of reimbursement no longer exists, then this contract shall terminate immediately upon the giving of notice of such to the Contractor, without further obligation of DKPH, and the contractor shall be paid as provided herein for services rendered up to the date of termination. Notice shall be given in accordance with Article 12 herein.

## **ARTICLE 6 - CONTRACT SUSPENSION**

DKPH reserves the right to suspend the contract in whole or in part under this provision, if it appears to DKPH, in its sole discretion, that the contractor is failing to comply with any one or more of the following: (1) the quality of service; (2) the specified completion schedule of Contractor's duties required under this contract; (3) the documentation requirements for proof of reimbursable expenses prior to payment thereof; or (4) the programmatic performance or service deliverables set forth herein. DKPH will send written notice to the Contractor, as notification of DKPH's action under this Article, specifying the nature of the non-compliance and the actions necessary to correct the non-compliance. The Contractor will immediately discontinue services and will have ten (10) calendar days from receipt of such notice to cure, remedy or correct the non-compliance to DKPH's satisfaction. The Contractor will receive no payment for services rendered during the suspension period. If DKPH, in its sole discretion, is satisfied with Contractor's response, DKPH may lift the suspension of the contract, and both parties will resume full performance under the contract. If the Contractor does not provide a satisfactory response to DKPH within the ten (10) day period, then this contract shall immediately terminate without further obligation by DKPH. The Contractor shall be paid up to the date of suspension.

## **ARTICLE 7 - TERMS OF PAYMENT**

In accordance with the Contractor's completed and accepted "Cost Proposal" attached as Exhibit \_\_\_\_, the total amount of the contract shall not exceed \_\_\_\_ (\$\_\_\_\_). Assuming satisfactory performance, payments will be made by DKPH to the contractor upon receipt and acceptance of an invoice from the Contractor.

## **ARTICLE 8 - PUBLICITY**

Any publicity given to the program or services provided herein, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall not identify DKPH as a sponsoring agency without prior approval by DKPH's managing programmatic division/office. In addition, the contractor shall not display DKPH's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of DKPH.

## **ARTICLE 9 - NON-DISCRIMINATION**

- A. Non-discrimination in Employment Practices: The Contractor agrees to comply with Federal and State laws, rules and regulations and the Rules and Regulations of the State

Personnel Board if applicable relative to non-discrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, or national origin.

- B. Non-discrimination in Client/Client Service Practices: The Contractor agrees to comply with Federal and State laws, rules, and regulations relative to non-discrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, or national origin.
- C. Compliance with Applicable Provisions of the Americans with Disabilities Act: The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules, and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

#### **ARTICLE 10- INDEPENDENT CONTRACTOR**

The relationship between DKPH and the Contractor shall be that of the owner and an independent Contractor. Nothing contained in this contract shall be construed to constitute the contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of DKPH.

#### **ARTICLE 11 - SUBCONTRACTS**

Any subcontracts or delegation of the authority herein shall be submitted to DKPH for review and approval prior to execution of the subcontract. The Contractor shall specifically identify the proposed work for subcontracting and the proposed subcontractor to complete the subcontracted work. The subcontract will be null and void if entered into without the express, written consent of DKPH.

The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this Contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of this contract and all regulations applicable to the subcontractor. The Contractor agrees to reimburse DKPH for any federal, state, county or local audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor.

#### **ARTICLE 12 - NOTICE**

All notices and other communications required or permitted under this contract shall be in writing and shall be deemed given when delivered personally or five days after being sent by registered mail, postage prepaid, and addressed as follows:

<i>DKPH:</i> Dianne McWethy	<i>Contractor:</i> _____
Division Director, Administration	_____
DeKalb Public Health	_____
445 Winn Way, Room 577	_____
Decatur, Georgia 30030	_____

#### **ARTICLE 13 - GEORGIA LAWS GOVERN**

This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. The Contractor certifies that it is not currently engaged in a boycott of the nation of Israel and that it will not engage in such a boycott for the duration of this contract as defined in O.C.G.A. § 50-5-85.

#### **ARTICLE 14 - VENUE**

This contract shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this contract shall be brought in the courts of DeKalb County, Georgia.

#### **ARTICLE 15 - SOLE AGREEMENT**

This contract constitutes the sole agreement between the parties. No representation oral or written not incorporated herein shall be binding upon the parties.

#### **ARTICLE 16 - RECORDS**

Contractor shall keep and maintain appropriate accounts and financial records pertaining to costs incurred on this contract in a manner consistent with applicable Federal, State or Local agencies' regulations. The Contractor shall make these records available for audit as may be required by appropriate Federal, State, or Local agencies, statutes, and regulations. Such records shall be held for a retention period of three (3) years from the date of the last payment or until any pending litigations, claims, or audit findings are resolved.

#### **ARTICLE 17 - CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION & DRUG-FREE WORKPLACE**

Contractor certifies compliance with certification requirements as identified at 34 CFR Part 82 and 85 by signing Exhibit D attached to this contract.

#### **ARTICLE 18 – IMMIGRATION AND SECURITY REFORM AND CONTROL ACT COMPLIANCE (if applicable)**

Contractor agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC § 1324a and Act 457 of the 2006 Session of the Georgia General Assembly (Georgia Security and Immigration Compliance Act, effective July 1, 2007) regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. The Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder. (Titles 13, 16, 35, 42, 43, 48, and 50 of the Official Code of Georgia Annotated, enacted effective July 1, 2007).

Contractor further certifies by executing Exhibit E, The Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1), it will comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et.seq. The Contractor further agrees to include the provisions contained in the foregoing paragraph in each subcontract for services hereunder. The Contractor shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting or attempting to report, a violation(s) regarding applicable immigration laws.

#### **ARTICLE 19 - BOARD REPRESENTATIVE**

For purposes of administering this contract, DKPH shall be represented by the Director of Health, as Chief Executive Officer of DKPH, or his designee. Said Director/Chief Executive Officer shall, in accordance with the By-Laws of Board, act on behalf of DKPH in receiving notices and in performing the functions of Board as required by this contract.

## **ARTICLE 20 - AIDS POLICY**

Contractor agrees, as a condition to the provision of services to DKPH's clients/patients, not to discriminate against any client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DKPH, as the Contractor deems necessary. The Contractor further agrees to refer those clients/patients requesting additional AIDS-related services or information to the appropriate county health department.

## **ARTICLE 21 - CONTRACTOR COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND STANDARDS**

Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules, and regulations, and agrees to fully reimburse DKPH for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or sub the Contractor as revealed in any subsequent audits. The Contractor understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or requirements.

- A. 45 CFR Part 74; as used in this contract, the word The Contractor is synonymous with the word Subgrantee as used in this Code of Federal Regulations.
- B. Fair Labor Standards Act of 1938, as amended.
- C. Public Health Service Act, Title X (42CFR, Subpart A, Part 59), Section 1001 P.L. 78-410.

## **ARTICLE 22 - INDEMNIFICATION**

Contractor shall defend, indemnify, and hold harmless DKPH, its members, employees, agents, contractors, and officials, for any claims, charges or suits that arise due to the Contractor's error, omission, negligence, or acts.

## **ARTICLE 23 - NON-SMOKING POLICY FOR CHILDREN'S SERVICES**

Contractor agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the contractor and used routinely or regularly for the provision of health care, daycare, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the Contractor.

## **ARTICLE 24 - CONFLICT OF INTEREST**

Contractor represents that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain State officials, employees, and the State of Georgia, have not been violated and will not be violated in any respect during the pendency of the contract.

## ATTACHMENT B

### CERTIFICATES OF INSURANCE

Along with the contract documents sent to Board for execution, Contractor shall furnish Certificates of Insurance from companies doing business in Georgia or written evidence of self-insurance and acceptable to DKPH covering:

- (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law. Contractor agrees to confirm that all subcontractors likewise carry statutory Workers' Compensation Insurance, and to provide proof of such confirmation to Board.
- (b) Professional liability insurance on the services in this contract with limit of one million dollars (\$1,000,000).
- (c) Comprehensive liability insurance covering all operations and automobiles;
  - (1) With limits of \$100,000/300,000 bodily injury.
  - (2) With limits of \$100,000 property damage.
- (d) "Umbrella" or "excess" coverage cannot be used to reach limits stated in (b) and (c).

Certificates of insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain the following clause:

"Re: change or cancellation. Policy certified will not be changed or cancelled without ten (10) days prior notice to the DeKalb County Board of Health, as evidenced by return receipts of registered or certified letters."
- (d) Certificates to contain endorsement incorporating indemnification agreement assumed by the Contractor further agree as follows:
  - (1) On the front of the certificate, the certificate is to contain the following clause:

"Re: Indemnification Agreement. Contract liability is included. See Indemnification Agreement clause on the reverse side of the certificate.";
  - (2) Type the following indemnification agreement statement on the reverse side of the certificate:



"The Contractor shall defend, indemnify and hold harmless DKPH for any claims, charges or suits that arise due to the Contractor's error, omission, negligence or acts."

- (e) Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

**STANDARD CONTRACT DOCUMENT FOR PROFESSIONAL SERVICES**

**STATE OF GEORGIA**      ☐  
**COUNTY OF DEKALB**      ☐

**CONTRACT NO.:**  
**25-\_\_-Co0\_\_-00**

**PROFESSIONAL SERVICES CONTRACT**

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**ARTICLE 1 - CONTRACT BETWEEN**

This contract is between DeKalb County Board of Health doing business as DeKalb Public Health, located at 445 Winn Way, Decatur, GA 30030, legally empowered to contract under the Georgia Health Code and hereinafter referred to as “DKPH”

AND

First Hospital Laboratories, Inc. dba Vault Health, a Pennsylvania corporation located at 100 Highpoint Drive, Suite 102, Chalfont, PA and hereinafter referred to as the “Contractor.”

This contract shall constitute the terms and conditions under which the Contractor shall provide drug screening services on behalf of DKPH.

**ARTICLE 2 - CONTRACT PERIOD**

This contract is effective upon full execution and shall terminate on \_\_\_\_\_, unless terminated earlier under Article 5 of this contract.

**ARTICLE 3 - DKPH AND CONTRACTOR AGREEMENTS**

NOW, THEREFORE in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

WHEREAS DeKalb Public Health desires the services of a qualified contractor to provide drug screening services; and

WHEREAS the Contractor has represented to DKPH that they are an organization that is willing and able to provide such services as outlined below:

The Contractor agrees to:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

4. \_\_\_\_\_

DKPH agrees to:

3. Comply with all reasonable requests from the Contractor that are necessary to the performance of duties within the Scope of Work outlined in Exhibit D.
4. Provide payment to Contractor for services rendered per Exhibit ..... no later than 30 days from the time of invoice approval.
5. Ensure employee compliance with all drug screening procedures and oversee drug screening coordination.

#### **ARTICLE 4 - CONTRACT MODIFICATION**

This contract may be modified by mutual consent at any time, but no modification or alteration of this contract will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this instrument.

#### **ARTICLE 5 - CONTRACT TERMINATION**

- A. DKPH may terminate this contract, in whole or in part, for DKPH's convenience, or because of failure of the Contractor to fulfill the obligations herein in any respect. DKPH shall terminate by delivering to the Contractor, with at least five (5) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. Contractor shall be paid for services rendered up to the date of termination. Notice shall be given in accordance with Article 11 herein.
- B. Notwithstanding the foregoing, this contract is subject to the availability of funds to DKPH to provide reimbursement for services rendered. In the event that the source of reimbursement no longer exists, then this contract shall terminate immediately upon the giving of notice of such to the Contractor, without further obligation of DKPH, and the Contractor shall be paid as provided herein for services rendered up to the date of termination. Notice shall be given in accordance with Article 11 herein.

#### **ARTICLE 6 - CONTRACT SUSPENSION**

DKPH reserves the right to suspend the contract in whole or in part under this provision, if it appears to DKPH, in its sole discretion, that the Contractor is failing to comply with any one or more of the following: (1) the quality of service; (2) the specified completion schedule of Contractor's duties required under this contract; (3) the documentation requirements for proof of reimbursable expenses prior to payment thereof; or (4) the programmatic performance or service deliverables set forth herein. DKPH will send written notice to the Contractor, as notification of the DKPH's action under this Article, specifying the nature of the non-compliance and the actions necessary to correct the non-compliance. Contractor will immediately discontinue services and will have five (5) days from receipt of such notice to cure, remedy, or correct the non-compliance to DKPH's satisfaction. Contractor will receive no payment for services rendered during the suspension period. If DKPH, in its sole discretion, is satisfied with Contractor's response, DKPH may lift the suspension of the contract, and both parties will resume full performance under the contract. If the Contractor does not provide a satisfactory response to DKPH within the five (5) day period, then this contract shall immediately terminate without further obligation by DKPH.

Contractor shall be paid up to the date of suspension.

#### **ARTICLE 7 - TERMS OF PAYMENT**

This contract award shall not exceed \$ \_\_\_\_\_. The Contractor may present invoices to DKPH in accordance with "Exhibit E" attached herein. Upon acceptance of each invoice, DKPH shall pay the Contractor the amount invoiced within thirty (30) days of acceptance. All invoices can be e-mailed to DCBOHAPINVOICES@dph.ga.gov and the Program Manager requesting services.

#### **ARTICLE 8 - PUBLICITY**

Any publicity given to the program or services provided herein, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall not identify DKPH as a sponsoring agency without prior approval by DKPH's managing programmatic division/office. In addition, the Contractor shall not display the DKPH's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of DKPH.

#### **ARTICLE 9 - NON-DISCRIMINATION**

- A. Non-discrimination in Employment Practices: The Contractor agrees to comply with Federal and State laws, rules, and regulations and the Rules and Regulations of the State Personnel Board if applicable relative to non-discrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, or national origin.
- A. Non-discrimination in Client/Client Service Practices: The Contractor agrees to comply with Federal and State laws, rules, and regulations relative to non-discrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, or national origin.
- C. Compliance with Applicable Provisions of the Americans with Disabilities Act: The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules, and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

#### **ARTICLE 10 - INDEPENDENT CONTRACTOR**

The relationship between DKPH and the Contractor shall be that of owner and independent Contractor. Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of DKPH.

Subcontractors: Contractor shall not subcontract work hereunder without the prior written consent of DKPH, and any such contract without consent of DKPH shall be null and void. If the contractor proposes to subcontract any of the work, it shall submit to DKPH the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. Alternatively, the Contractor shall provide a statement that there are no subcontractors.

**ARTICLE 11 - NOTICES**

All notices and other communications required or permitted under this contract shall be in writing and shall be deemed given when delivered personally or five days after being sent by registered mail, postage prepaid, and addressed as follows:

If to DKPH:  
Bjay Wylde  
Chief Operating Officer  
DeKalb Public Health  
445 Winn Way, P.O. Box 987  
Decatur, GA 30031  
Email: [bjay.wylde@dph.ga.gov](mailto:bjay.wylde@dph.ga.gov)  
PH: 404-297-3700

If to Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **ARTICLE 12 - GEORGIA LAWS GOVERN**

This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. The Contractor certifies that it is not currently engaged in a boycott of the nation of Israel and will not engage in such a boycott for the duration of this contract.

## **ARTICLE 13 - VENUE**

This contract shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this contract shall be brought in the courts of DeKalb County, Georgia.

## **ARTICLE 14 - SOLE AGREEMENT**

This contract constitutes the sole agreement between the parties. No representation oral or written not incorporated herein shall be binding upon the parties.

## **ARTICLE 15 - RECORDS**

The Contractor shall keep and maintain appropriate accounts and financial records pertaining to costs incurred on this contract in a manner consistent with applicable Federal, State, or Local Agency regulations. The Contractor shall make these records available for audit as may be required by appropriate Federal, State, or Local Agency statutes and regulations. Such records shall be held for a retention period of three (3) years from the date of the last payment or until any pending litigations, claims, or audit findings are resolved.

## **ARTICLE 16 - ACCESS TO DATA**

All data relevant to the scope of services under this Agreement will be provided to the Contractor by DKPH staff. Data will be obtained and transferred in the following manner:

- Encrypted Email Correspondence
- HIPAA Compliant Virtual Shared Drive (TBD)

All persons who will have access to data under this Agreement include DKPH and the Contractor. Any additional agency entities must obtain written consent from DKPH.

Data will be exchanged as needed to meet reporting requirements as well as on an ongoing basis between the Contractor and DKPH staff for the entire length of the project.

### **Security of Data**

The Contractor will not attempt to identify individuals' records by any method. Datasets containing protected health information (PHI) shall be encrypted. All reasonable precautions shall be taken to secure the data from individuals who do not specifically have authorized access. Data shall be kept on a password-protected file server located in a secure environment. Project data will be kept in a separate directory on the server which is also password-protected and will be accessible

only by the Contractor or DKPH staff members specifically authorized to access such data as provided in this Agreement.

### **Property Rights**

All written, digital, audio, and visual materials prepared by the contractor, including, without limitation: reports, proposals, analysis, writings, survey instruments, focus group guides, in-person interview guides, logic models, phone interview guides, sound recordings, pictorial reproductions, or materials of any type whatsoever, while under this Agreement shall remain the joint property of the Contractor and DKPH staff. The Contractor will assert no right, claim, or interest of any nature whatsoever with respect thereto, including specifically but, without limitation, any claim to statutory copyright or patent.

### **Data Use and Ownership**

The Contractor may request data use approval from DKPH for the development of abstracts, presentations, scientific papers reports, or any research. Specific written approval of DKPH prior to the development of any such document must be approved by DKPH prior to submission for presentation or publication. Authorship of abstracts, presentations, scientific papers, reports, or any research will be discussed with DKPH prior to development of any such document and must be approved by DKPH prior to submission for presentation or publication. Authorship will follow ICMJE recommendations.

DKPH shall be cited as the source of the data in all tables, reports, presentations, and scientific papers.

At least sixty (60) days prior to submission or presentation at a meeting/conference the Contractor will furnish a copy of the proposed publication to DKPH for review and comment. DKPH will have thirty (30) days after receipt of the proposed materials to request that the contractor remove confidential or sensitive information from the materials or rewrite the materials based on recommendations by DKPH. The contractor may use, reuse, and analyze, for teaching and research purposes, the data and findings as reviewed by and approved by DKPH.

### **Disposition of Data**

The contractor and its agents will destroy all confidential information associated with actual records as soon as the purposes of the project have been accomplished and notify DKPH to this effect in writing. When this Agreement is complete, the contractor will:

- Destroy all hard copies containing confidential data (e.g., shredding or burning);
- Archive and store electronic data containing confidential information offline in a secure place, and delete all online confidential data; and
- All other data will be erased or maintained in a secured area.

## **ARTICLE 17 - CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION & DRUG-FREE WORKPLACE**

The Contractor certifies compliance with certification requirements implemented at 34 CFR Part

82 and 85 by signing Exhibit B attached to this contract.

**ARTICLE 18 - IMMIGRATION AND SECURITY REFORM AND CONTROL ACT COMPLIANCE (if applicable)**

The Contractor agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC § 1324a and Act 457 of The 2006 Session of the Georgia General Assembly (Georgia Security and Immigration Compliance Act, effective July 1, 2007) regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder. (Titles 13, 16, 35, 42, 43, 48, and 50 of the Official Code of Georgia Annotated, enacted effective July 1, 2007).

Contractor further certifies by executing Exhibit C, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1), it will comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et. seq. Contractor further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder. Contractor shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting, or attempting to report, a violation(s) regarding applicable immigration laws.

**ARTICLE 19 - DKPH REPRESENTATIVE**

For purposes of administering this contract, DKPH shall be represented by the Director of Health, as Chief Executive Officer of DKPH, or its designee. Said Director/Chief Executive Officer shall, in accordance with the By-Laws of DKPH, act on behalf of DKPH in receiving notices and in performing the functions of DKPH as required by this contract.

**ARTICLE 20 - AIDS POLICY**

The Contractor agrees, as a condition to the provision of services to DKPH's clients/patients, not to discriminate against any client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DKPH, as the Contractor deems necessary. The Contractor further agrees to refer those clients/patients requesting additional AIDS-related services or information to the appropriate county health department.

**ARTICLE 21 - CONTRACTOR COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS**

The Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules, and regulations, and assumes responsibility for full compliance with all such laws, rules, and regulations, and agrees to fully reimburse DKPH for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this



contract, but do not exclude any other applicable federal or state laws or requirements.

- A. 45 CFR Part 74; as used in this contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- B. Fair Labor Standards Act of 1938, as amended.
- C. Public Health Service Act, Title X (42CFR, Subpart A, Part 59), Section 1001 P.L. 78-410.

## **ARTICLE 22 - INDEMNIFICATION**

The Contractor shall defend, indemnify, and hold harmless DKPH, its members, employees, agents, contractors, and officials, for any claims, charges, or suits that arise due to the Contractor's error, omission, negligence, or acts.

## **ARTICLE 23 - NON-SMOKING POLICY FOR CHILDREN'S SERVICES**

The Contractor agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the Contractor and used routinely or regularly for the provision of health care, daycare, early childhood development services, education, or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the Contractor.

## **ARTICLE 24 - CONFLICT OF INTEREST**

The Contractor represents that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain State officials, employees, and the State of Georgia, have not been violated and will not be violated in any respect during the pendency of the contract.

***[Signature Page to Follow]***

**IN WITNESS WHEREOF**, the parties have each hereunto affixed their signatures the day and year first written below.

**Contractor Execution**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DeKalb County Board of Health dba  
DeKalb Public Health**

\_\_\_\_\_  
Lynn A. Paxton, M.D., M.P.H  
Interim District Health Director  
District 3-5

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Monica M. Bradshaw  
Internal Services Manager

\_\_\_\_\_  
Date

**Cost Proposal****Exhibit B**

Line No.	Service	QTY	Total Cost
1	Daily Courier Services (Lab)	Monthly	\$
2	Daily Courier Services (Pharmacy)	Monthly	\$
TOTAL COST			\$

Line No.	Service	QTY	Total Cost
1	On-Demand Courier Services (Lab)	Rate per request	\$
2	On-Demand Courier Services (Pharmacy)	Rate per request	\$
TOTAL COST			\$

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

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**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A SEPARATE EMAIL**

***End of Exhibit B***

**Certificates of Insurance**

Along with the contract documents sent to DKPH for execution, the contractor shall furnish Certificates of Insurance from companies doing business in the State of Georgia or written evidence of self-insurance acceptable to DKPH covering:

- (a) Statutory Workers' Compensation Insurance, or proof the contractor is not required to provide such coverage under State law. The contractor agrees to confirm that all subcontractors likewise carry statutory Workers' Compensation Insurance, and to provide proof of such confirmation to DKPH.
- (b) Professional liability insurance on the services in this contract with a limit of one million dollars (\$1,000,000.00).
- (c) Comprehensive liability insurance covering all operations and automobiles;
  - (1) With limits of \$100,000/300,000 bodily injury.
  - (2) With limits of \$100,000 property damage.
- (d) "Umbrella" or "excess" coverage cannot be used to reach limits stated in (b) and (c).

Certificates of insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain the following clause:  
"Re: change or cancellation. Policy certified will not be changed or canceled without ten (10) days prior notice to the DeKalb County Board of Health, as evidenced by return receipts of registered or certified letters."
- (d) Certificates to contain endorsement incorporating indemnification agreement assumed by the contractor further agree as follows:
  - (1) On the front of the certificate, the certificate is to contain the following clause:  
"Re: Indemnification Agreement. Contract liability is included. See the Indemnification Agreement clause on the reverse side of the certificate.";
  - (2) Type the following indemnification agreement statement on the reverse side of the certificate:  
"The contractor shall defend, indemnify and hold harmless DKPH for any claims, charges or suits that arise due to the Contractor's error, omission, Dnegligence or acts."
- (e) The contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

***End of Exhibit C***

**CORPORATION WITHOUT CORPORATE SEAL  
STATEMENT OF CORPORATE RESOLUTION**

I, \_\_\_\_\_, certify the following:  
(Secretary, Board of Directors)

**WHEREAS**, I am duly elected and authorized secretary of

\_\_\_\_\_, organized and  
(Name of Corporation)

incorporated to do business under the laws of the State of Georgia

**WHEREAS**, said Corporation has through lawful resolution of the Board of Directors of the Corporation duly

authorized and directed \_\_\_\_\_, in his/her official capacity  
(Name of Individual)

as \_\_\_\_\_,  
(Must be President, Vice-President, Chief Executive Officer, or Assistant Secretary), of the Corporation, to enter and execute this written contract with the DeKalb County Board of Health dba DeKalb Public Health, for the

provision of \_\_\_\_\_ services  
for the period

beginning \_\_\_\_\_ upon full execution \_\_\_\_\_ and ending \_\_\_\_\_, and be  
it further

**RESOLVED**, that the foregoing resolution has not been rescinded, modified, amended, or otherwise changed in anyway by the Board of Directors, since the adoption thereof, and is in full force and effect on the date hereof.

**IN WITNESS WHEREOF**, I have set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature (Representative, Board of Directors)

\_\_\_\_\_  
Typed Name of Individual Signing

\_\_\_\_\_  
Title of Individual Signing

***End of Exhibit D***

**CONSOLIDATED CERTIFICATE REGARDING LOBBYING; DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE  
WORKPLACE REQUIREMENTS**

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - L.L.L. "Disclosure Form to Report Lobbying", in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclosure accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110:

- A. The Applicant certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period proceeding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 35, Sections 85.605 and 85.610:

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about -
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employees assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendars days after such conviction;
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (dX2), with respect to any employee who is so convicted -
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f),

B. The Grantee may insert in the space provided below the site(s) for the performance of work done

in connection with the specific grant:

Place of Performance: (street address, city, county, state, zip code).

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Check ☐ if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE**  
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implement at 34 CFR Part 85, Section 85.605 and 85.610 -

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to Director, Grants and Contract Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***End of Exhibit E***



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: \_\_\_\_\_

Address: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the DeKalb Public Health within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_  
E Verify™ Company Identification Number\_\_\_\_\_  
Date of Authorization\_\_\_\_\_  
BY: Authorized Officer or Agent\_\_\_\_\_  
Date (Name of Person or Entity)

SUBSCRIBED AND  
SWORN BEFORE ME  
ON THIS THE

\_\_\_\_\_  
DAY OF , 202\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement 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.

***End of Exhibit F***

**REFERENCES**

In the space provided below, please list a minimum of three (3) references giving the name, address, phone, email address, and contact person of companies, organizations, or agencies for whom you have provided services similar to those listed in this RFP.

<b>Company Name</b>	
<b>Address</b>	
<b>Phone Number</b>	
<b>Contact Person</b>	
<b>Email Address</b>	

<b>Company Name</b>	
<b>Address</b>	
<b>Phone Number</b>	
<b>Contact Person</b>	
<b>Email Address</b>	

<b>Company Name</b>	
<b>Address</b>	
<b>Phone Number</b>	
<b>Contact Person</b>	
<b>Email Address</b>	

Company Name:

\_\_\_\_\_

Signature of Authorized Company Official:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*End of Exhibit G*