DEKALB COUNTY

Board of Health

REQUEST FOR PROPOSAL

For

CPR/AED TRAINING
Re-bid 2021

NUMBER 21-0130-RFP45

Offered By

DEKALB COUNTY BOARD OF HEALTH

Release Date: March 16, 2021

Due Date: April 15, 2021
@ 12:00 p.m., ET

CPR/AED Training

1.0 Purpose

1.1 DeKalb County Board of Health is seeking qualified vendors to provide virtual cardiopulmonary resuscitation (**CPR**) and automated external defibrillator (**AED**) training.

2.0 Scope of Work

2.1 Basic Life Support (BLS) providers will teach skills using the American Heart Association's Practice -While- Watching technique, which allows instructors to observe the students, provide feedback and guide the student's acquisition of skills.

a) Contractor must provide CPR/AED training virtually.

b) Contractor may be requested to provide in-person testing.

c) DeKalb County Board of Health will coordinate with the contractor to schedule classes for staff and class completion.

d) Contractor must create a course registration process; a hybrid process may be considered.

e) Contractor will not be paid for individuals who register but do not participate in course. DCBOH will only pay for staff who complete the course.

f) DeKalb County Board of Health expects the contractor to commit to a four (4) annual contract.

3.0 Submission Requirements – Experience

3.1 Provide a concise description of all work experiences as they relate to the scope of work in this solicitation. Description should include, but not be limited to:

1) Offeror's established experience record in providing comparable services to organizations similar to the Dekalb County Board of Health.

2) Number and types of customers the Offeror has served with comparable services.

3) Number of years Offeror has been providing these types of services.

4) A minimum of four (4) references for which Offeror has completed services comparable to

those described in this RFP. Include references for work performed in an environment comparable to the Dekalb County Board of Health. For each reference, detail:

a. Name of firm
b. Address of firm
c. Name, title, address, email address, telephone and fax numbers of a contact for the firm
d. Number of years the Offeror has served the firm
e. Brief summary of scope of services provided to the firm
g. Other available documentation to verified Offeror's experience.

4.0 Submission Requirements - Capability and Skill

4.1 Describe the qualifications and skills of the organization to provide the services. Description should provide, but not be limited to, the following information:

1) Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
2) Offerors management structure of the firm, e.g. organization chart of the firm, project team, etc.
3) Size and location of the office that will serve the Dekalb County Board of Health.
4) Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the Contract.
5) Qualifications and resumes of team members and other employees who will be managing and performing the service.
6) Indicate the type of organization you represent, i.e. individual, partnership or corporation.
7) Describe in detail your registration process.

Submission Instructions

To be considered, a proposal must be received by **April 15, 2021, 12:00 noon ET** via email to: joyce.carter@dph.ga.gov ***For the email subject, use "Request for Proposal – CPR/AED Training".*** Proposals received after this date and time will not be accepted**.**

The Contractor is encouraged not to wait until the last moment to submit their proposal. The unforeseen technical issue could create an unforeseen challenge to submitting proposals by the due date and time.

Responses should be submitted in a document file (PDF) format. Use caution in creating electronic files. If DCBOH is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor's response may be considered incomplete and disqualified from further consideration.

Cost Proposal

All proposals should contain all pricing information relative to CPR/AED Training as described in this RFP.

The cost must be submitted on the Cost Proposal Form included with the solicitation. It must be submitted as a separate document titled, "Cost Proposal (Company's Name)".

Restrictions on Communicating with DCBOH Staff

From the issue date of this RFP until the final award is announced (or the RFP is officially canceled), The contractors are not allowed to communicate with any DCBOH staff regarding this solicitation except through the Issuing Officer named herein. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. DCBOH reserves the right to reject the response of any The Contractor violating this provision.

1. CONTRACT: The invitation to bid, terms and conditions, the specifications and the received bid 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 The Contractor and the DCBOH and supersede any prior discussions or negotiations, representations or agreements, either written or oral. Contracts, if awarded, will be awarded to responsible The Contractor whose proposals will be most advantageous to the DCBOH, cost and other factors considered. The determination will be solely at the discretion of the DCBOH.

   Based upon the availability of funding and the assumption of satisfactory performance by the responders awarded the initial contract, it is the intent of the DCBOH to enter into a series of one-year renewable contracts for The contract shall not bind, nor purport to bind, the DCBOH for any contractual commitment in excess of the original contract period, which is anticipated to be April 2021.

2. The DCBOH 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 the DCBOH, and to re-advertise.

3. The DCBOH may accept any items or group of items of any proposal unless the contractor qualified his proposal by specific limitations.

4. COMPLETION: The contractor 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, the DCBOH reserves the right to renew the contract for four (4) additional years if the contractor and the DCBOH 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 any fiscal year (July 1 to June 30) of this contract, the Board for any reason, fails to appropriate funds for these services, the DCBOH will notify the contractor immediately and will no longer be obligated under the contract.

7. EXCEPTIONS: Proposals meeting the requirements of this document shall be considered. The contractors 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 DCBOH prior to any resultant award.

9. QUANTITIES: Unless otherwise noted, any quantities provided for this Invitation for Bid are estimated volume and do not represent a purchase contract quantity. DCBOH 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. The DCBOH reserves the right to not consider a proposal if a service charge, minimum dollar, or minimum quantity is applied.

10. OFFER TIMELINE: The contractor agrees to hold their offer open for acceptance by the DCBOH for no less than ninety (90) days from the bid response date and time.

11. COMPLIANCE: Under this contract, the DCBOH 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: The contractor, by making his/her proposal, represents that he/she has read and understands the request for proposal.

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

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

15. INVOICING: The contractor shall submit itemized invoices within a timely manner during the DCBOH's fiscal year in which the items were purchased. Invoices shall indicate the contractor contract number with the DCBOH along with the purchase order number. Invoices shall be issued for only items received. Payment shall not be due until the invoice(s) are submitted after delivery. Payments will be made within thirty (30) days of receipt of an accurate non-disputed invoice. All invoices can be mailed directly to DCBOH, Attention: Accounts Payable Department, P.O. Box 987, Decatur, Georgia 30031.

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

17. SIGN-IN AND IDENTIFICATION BADGES: For safety purposes, all Contractors will sign-in at the DCBOH or administration front desk when entering a DCBOH facility. All Contractors 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.

18. FAILURE TO ABIDE BY TERMS: If at any time, a The Contractor 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, the DCBOH reserves the right, upon written notice to the contractor to cancel the contract.

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

20. 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.

21. INTERLOCAL AGREEMENTS, PURCHASING COOPERATIVES: The DCBOH reserves the right to utilize other DCBOH 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 the DCBOH's best interest to do so.

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

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

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

25. PLACES OF BUSINESS: The prospective contractor 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.

26. EXCEPTIONS: Contractors 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.

27. PRICING: Negotiation may be a part of this process. Therefore, Contractors 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 Contractor.

28. AWARD: It is the intention of the DCBOH to establish a list of as many Contractors as successfully respond to this RFP. DCBOH does not guarantee any quantities or dollar amounts relating to this proposal, as items and/or services will be purchased on an "as needed" basis with available funding. Purchases will be based upon the DCBOH's needs throughout the period covered by this proposal.

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

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

31. 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.

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

33. 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.

34. 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.

35. ADVERTISING: The Contractor shall not advertise or publish, without DCBOH's prior consent the fact that DCBOH 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.

36. RIGHT TO ASSURANCE: Whenever one 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 an anticipatory repudiation of the contract.

37. DISCLOSURES: By signing this proposal, a The Contractor 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, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted. The Contractor 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 The Contractor 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 Contractors in the award of this proposal.

38. TERMINATION OF CONTRACT: It is understood that the DCBOH retains the option to terminate this Agreement for any reason at the end of each contract year without financial 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.

39. CONFIDENTIAL OR TRADE SECRETS If any of the information is confidential or a trade secret belonging to the Contractor and, if released would give advantage to a competitor or Contractor, 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 DCBOH that the materials are confidential or a trade secret. CRIMINAL RECORDS HISTORY: The Contractor 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 DCBOH'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.

40. COMPETITIVE PROCUREMENT: This IFB is part of a competitive procurement process that helps to serve the DCBOH's best interest. It also provides Contractors 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 the price is generally the determinative factor, although it may be, and the DCBOH has the flexibility it needs to negotiate with the contractors to arrive at a mutually agreeable relationship.
    LENGTH OF CONTRACT: All responses to the RFP shall be valid for the date of Board approval with the possibility of four (4) additional annual renewals between the DCBOH and the Contractor.

41. ACCEPTANCE: This will be a single or multi-The Contractor award. DCBOH reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the DCBOH. Contract, to be awarded to the contractor, will be based on the determined "best value for the DCBOH".

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 contractor's pre-printed

forms with this proposal or any other document submitted during delivery of product, invoicing, acknowledgment letters, emails, faxes, routing communications between the contracted parties, of subcontract employees, or third parties unless specifically acknowledged and agreed to in writing by DCBOH.

43. PERFORMANCE. The responsibility for compliance with this solicitation and the subsequent contract shall be with the submitting Contractor. The awarded contractors are expected to provide prompt service that is due under this contract including warranties. The past performance of the contractor may be a factor in awarding future contracts.

44. Any problems or discrepancies that are not covered by the above requirements should be directed to the DCBOH Office of Purchasing for a determination or clarification prior to any action taken on said problem or discrepancy. If the contractor fails to make such a request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner. All Contractors shall provide detailed explanations of any variances or exceptions to the contractor has with any requirement or terms specified in this RFP and thoroughly explains any alternate service offered. DCBOH is not responsible for any costs incurred by the contractor 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 Contractor's own risk. Proprietary information if any, submitted to DCBOH 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.

45. DCBOH LICENSING PROGRAM: The DCBOH logo cannot be used without the expressed, written permission of the DCBOH

46. PURCHASE ORDER. The Contractor must accept the ordering of services via the DCBOH purchase order. This portion of the RFP pertains to the contractor selected for the final contract award ("contractor").

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

48. ADDITIONAL SERVICES. The DCBOH 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.

49. 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.

50. 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 the DCBOH. The sole relationship between the DCBOH 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 the DCBOH, 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 to the DCBOH evidence of compliance with these requirements.

51. COMMUNICATION ON PROJECTS. The contractor shall fully coordinate its activities in the performance of the contract with those of the DCBOH. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the DCBOH throughout the contract period.

52. 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 the DCBOH. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the DCBOH.

53. INDEMNIFICATION. The contractor shall understand and agree that DCBOH 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 DCBOH, 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 the DCBOH 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 the DCBOH, including its Board and employees.

54. 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 the DCBOH and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the DCBOH to The Contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by the Contractor or any person engaged in the contracted work are the property of the DCBOH and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the DCBOH and that upon termination of the contract, or at any other time the DCBOH requests, the contractor or any other person involved in the contracted work will transmit to the DCBOH 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 the DCBOH would send to the contractor (once annually).

55. 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 the DCBOH, with all rights and interests for present and future publication, display, sell, copyright or other use as deemed appropriate by the DCBOH.

56. 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.

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

58. 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 the DCBOH has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the DCBOH shall have the right to cancel the contract Immediately without penalty or recourse and suspend or debar the contractor from doing business with the DCBOH. The DCBOH may also withhold up to twenty-five percent of the total amount due to the contractor.

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

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

CERTIFICATES OF INSURANCE

Along with the contract documents sent to Board for execution, the contractor shall furnish Certificates of Insurance from companies doing business in Georgia or written evidence of self-insurance and acceptable to the Board 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 the Board.
(b) Professional liability insurance on the services in this contract with a 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 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 the Board for any claims, charges or suits that arise due to the Contractor's error, omission, negligence 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.

STANDARD CONTRACT DOCUMENT FOR PROFESSIONAL SERVICES

STATE OF GEORGIA □ **CONTRACT NO.:**

COUNTY OF DEKALB □ **21-0000-Co000-00**

Professional Services Contract

ARTICLE 1 - CONTRACT BETWEEN

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

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 a hydraulic lift leveler on behalf of the Board.

ARTICLE 2 - CONTRACT PERIOD

This contract shall be effective through May, 2021 and shall be reviewed annually. This contract has (4) annual renewal options unless terminated earlier under other provisions herein.

ARTICLE 3 - BOARD AND THE CONTRACTOR AGREEMENTS

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

SAMPLE

WHEREAS the Board desires professional Hydraulic Lift Level

And

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

The Board agrees to:

1. Comply with all reasonable requests from the contractor that is necessary to the performance of the duties within the scope of services.

2. Compensate the contractor to Article 7 - Terms of Payment.

SAMPLE

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. The Board may terminate this contract, in whole or in part, for the Board's convenience, or because of failure of the contractor to fulfill the obligations herein in any respect. The Board 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 the Board 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 the Board, 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

The Board reserves the right to suspend the contract in whole or in part under this provision, if it appears to the Board, 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. The Board will send written notice to the Contractor, as notification of the Board'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 the Board's satisfaction. The Contractor will receive no payment for services rendered during the suspension period. If the Board, in its sole discretion, is satisfied with Contractor's response, the Board 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

SAMPLE

response to the Board within the ten (10) day period, then this contract shall immediately terminate without further obligation by the Board. 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 the Board 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 the Board as a sponsoring agency without prior approval by the Board's managing programmatic division/office. In addition, the contractor shall not display the Board'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 the Board.

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.

SAMPLE

ARTICLE 10- INDEPENDENT CONTRACTOR

The relationship between the Board 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 the Board.

ARTICLE 11 - 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:

Board: Dianne McWethy
Division Director, Administration
DeKalb County Board of Health
445 Winn Way, Room 577
Decatur, Georgia 30030

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 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 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.

SAMPLE

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 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 16 - CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION & DRUG-FREE WORKPLACE

The Contractor certifies compliance with certification requirements less than 34 CFR Part 82 and 85 by signing Exhibit D attached to this contract.

ARTICLE 17 – 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. 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).

The 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.

SAMPLE

ARTICLE 18 - BOARD REPRESENTATIVE

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

ARTICLE 19 - AIDS POLICY

The Contractor agrees, as a condition to the provision of services to the Board'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 the Board, 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 20 - THE 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 the Board 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 21 - INDEMNIFICATION

The contractor shall defend, indemnify and hold harmless the Board, 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.

SAMPLE

ARTICLE 22 - 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 23 - 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 Follows

CORPORATIONS

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

The Contractor certifies by signature hereon that the named corporation is registered with the Georgia Secretary of State to do business in the State of Georgia and that all required reports have been filed with that office, so as to ensure that the corporation is in good standing with the Georgia Secretary of State.

CONTRACTOR EXECUTION

By: _____

as _____
Title

_____
Date Signed by Contractor

_____
Name of Corporation

_____
Printed Name of Person Signing

CONTRACTOR ATTESTED

By: _____

as _____
Title

_____
Printed Name of Person Attesting

SEAL:
Imprint Seal of Corporation Here

BOARD EXECUTION

_____ _____
S. Elizabeth Ford, M.D., M.B.A. Date
District Health Director

ATTEST:

_____ _____
Dianne McWethy Date
Internal Services

SAMPLE

Corporation affix and impress corporate seal here or attach to this contract marked **Exhibit B**, a certified copy of the corporate resolution pertaining to and permitting this contract and authorizing and directing the above corporate officers to execute this contract for and on behalf of the

corporation. When the corporate resolution is attached hereto, the same is hereby incorporated in and by reference made a part of this contract.

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 a lawful resolution of the Board of Directors of the Corporation duly

authorized and directed _____, in his/her official capacity as
(Name of Individual)

SAMPLE

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, for the

provision of providing a CPR/AED Training for the period beginning upon full execution and ending November 30, 2021, and be it further

RESOLVED, that the foregoing resolution has not been rescinded, modified, amended or otherwise changed in any way 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

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:

SAMPLE

   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).

_____
_____
_____

SAMPLE

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

Exhibit E

The Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned The Contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which the contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which The Contractor is a party after the date hereof without further action or consent by Contractor; and;

g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

_____ CPR/AED Training____
Name of Contractor Name of Project

DeKalb County Board of Health_
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20_____ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

Exhibit F

REFERENCES AND CLIENTS LIST

In the space provided below, please list a minimum of four (4) 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

Company Name	
Address	
Phone Number	
Contact Person	
Email Address	

Company Name	
Address	
Phone Number	
Contact Person	
Email Address	

Company Name	
Address	
Phone Number	
Contact Person	
Email Address	

Company Name	
Address	
Phone Number	
Contact Person	
Email Address	

List of Other Clients similar to DCBOH

Company Name	Company Name

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

CPR/AED TRAINING
COST PROPOSAL FORM

(Provide a cost per person for virtual CPR/AED training session)

DESCRIPTION .	***COST**
Virtual Training Cost	$ _____ (per session)
*Explain in detail any additional fees associated with services.	$ _____
Total training cost	$ _____

Company Name:
_____

Signature of Authorized Company Official:

Title

Date: _____

Exhibit G

SUBMISSION COVERSHEET

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

REQUEST FOR PROPOSAL
CPR/AED TRAINING – RE-BID 2021

Company Name			
Contact Person			
Address			
Email		Phone	

You must complete and submit copies of the following items:

1. **SUBMISSION COVERSHEET** (this completed document, Exhibit G)
2. **SUBMISSION REQUIREMENTS –** All items in section 3.0 and section 4.0.
3. **REFERENCES and CLIENTS LIST** (completed reference and client list form, Exhibit F)
4. **E-VERIFICATION DOCUMENTATION – The Contractor Affidavit (**Complete Exhibit E.)
5. **COST FORM.** Complete the Cost form and submit with proposal.

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

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

Signature of Person Authorized to Sign on Behalf of the

Contractor_____

Printed Name/Title _____