

**DEKALB COUNTY**

**Board of Health**

**REQUEST FOR PROPOSAL**

**For**

**EVENT PLANNER**

**NUMBER 22-0508-RFP11**

**Offered By:**

**DEKALB COUNTY BOARD OF HEALTH  
INTERNAL SERVICES, PURCHASING  
445 WINN WAY, SUITE 398  
DECATUR, GEORGIA 30030**

**Release Date: February 23, 2022**

**Due Date: March 16, 2022  
5:00 p.m., EST**

Issuing Officer: Addrenna Gilchrist/ Dekalb County Board of Health/Internal Services/  
Procurement Supervisor  
Email Address: [addrenna.gilchrist1@dph.ga.gov](mailto:addrenna.gilchrist1@dph.ga.gov)

**Submission Instructions**

To be considered, a proposal must be received by **March 16, 2022, 5:00 p.m. EST** via email to: [dph-dcbohpurchasing@dph.ga.gov](mailto:dph-dcbohpurchasing@dph.ga.gov) **For the email subject, use “RFP – Event Planner2.”** Proposals received after this date and time will not be accepted.

The Contractor is encouraged not to wait until the last minute to submit their proposal as unforeseen technical issues can create unforeseen challenges to submitting proposals by the due date and time.

Responses should be submitted via document file, (PDF) format. Please use caution in creating electronic files. If the DeKalb County Board of Health (“DCBOH”) is unable to open an electronic file due to a virus or because the file is corrupt, the Contractor’s response may be considered incomplete and disqualified from consideration.

**Cost Proposal**

This solicitation releases with a Sample Expenditure Budget and sample event considerations, attached hereto as Exhibit A. Each Contractor must complete the proposed budget for their cost and remit the same for consideration. Because this solicitation identifies several events of different size and audience target, the Contractor is to submit a separate budget for each event accordingly. Contractors are not to consider the Proposed Expenditure Budget Template, Exhibit A, to be all encompassing and are encouraged to add line items as needed for their specific proposal package. The Contractor’s proposed budgets must remit separately from the Contractor’s Bid and be titled, “PROPOSED EXPENDITURE BUDGETS / COMPANY NAME.”

**Bidder’s Conference / Questions / Vendor Responses**

A Bidder’s Conference will be held Friday, March 4, 2022, at 2:00 p.m. EST. The conference will be held in the Bohan Auditorium, 2<sup>nd</sup> floor at 445 Winn Way, Decatur, GA 30031. While this

conference is not mandatory, you are strongly encouraged to attend. In lieu of attending the conference, vendors can submit questions regarding this RFP, via email, to [addrenna.gilchrist1@dph.ga.gov](mailto:addrenna.gilchrist1@dph.ga.gov) no later than Friday, March 4, 2022, 5:00 p.m., EST. The email subject line should reflect, "RFP Questions – Event Planner2." The answers to all written and Bidder Conference questions will be made available to all prospective vendors no later than close of business, Tuesday, March 8, 2022. Answers to vendor questions will post online in the "Additional Info" section of the RFP.

### **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 Contractor violating this provision.

### **1.0 PURPOSE**

The DCBOH, Ending the Epidemic (EHE) Initiative, desires to retain the services of a qualified Event Planner to successfully plan several events observing the HIV/AIDS Awareness Commemorative Days for the 2022 plan year.

### **2.0 OVERVIEW**

The HIV/AIDS Awareness Commemorative Days are community events that provide DeKalb County residents with an opportunity to increase their awareness of HIV prevention, testing and treatment. These events will encourage the community to unite in the fight against HIV, show support for people living with HIV, and encourage individuals to determine their HIV status. It is also an opportunity to increase routine rapid HIV testing, provide treatment for those living with HIV and expand other preventive services in DeKalb County.

### **3.0 SCOPE OF SERVICES**

The DeKalb County Board of Health, EHE Initiative, desires to retain the services of a qualified Event Planner to successfully plan several small- and large-scale events observing our annual HIV/AIDS awareness commemorative days scheduled throughout 2022. The remaining 2022 plan year dates are itemized below:

- A) National Youth HIV/AIDS Awareness Day (April 10, 2022)
  - a. Event: **Youth Day: Spoken Word Competition**
  - b. Priority population: All Youth 13-25, Transgender, LGBTQA Community
  - c. Partnership: Adolescent health, WIC and St. Joseph Mercy Care
  - d. Minimum number of persons tested: 50

- e. Event Attendees: minimum of 50-75 ppl with a total of 75 gift cards and/or promotional items
  - f. Large scale event
- B) National Transgender HIV Testing Day (April 18)
- a. Event: **A Public Roundtable Forum or “Mini Ball”**
  - b. Priority population: All Transgender, and LGBTQA Community
  - c. Partnership: Transgender Associations and NAESM
  - d. Minimum number of persons tested: 50
  - e. Event Attendees: minimum of 50-75 ppl with a total of 100 gift cards and/or promotional items
  - f. Large scale event
- C) National Asian and Pacific Islanders HIV/AIDS Awareness Day (May 19, 2022)
- a. Event: **Wellness Symposium**
  - b. Priority Population: Asian and Pacific Islanders(All Ages)
  - c. Partnership: CPAC and Refugee Services
  - d. Target number of participants to be tested: 50
  - e. Event Attendees: minimum of 50-75 ppl with a total of 100 gift cards and/or promotional items
  - f. Small scale event
- D) Extended stay Hotel (May 2022)
- a. Event: **Rapid HIV Testing at an Extended Stay Hotel**
  - b. Priority population: All MSM, IUD/PWID), Transgender, LGBTQA Community, High Risk Negative, Bisexuals, Heterosexuals
  - c. Partnership: Homeless Shelters and NASEM
  - d. Target number of participants to be tested: 50
  - e. Event Attendees: minimum of 50-100 ppl with a total of 100 gift cards and/or promotional items
  - f. Small scale Event
- E) HIV- Long Term Survivors Awareness Day (June 5)
- a. Event: **Observation Day with Awards**
  - b. Priority population: All HIV Long term Survivors
  - c. Partnership: Ryan White, NHAAN, St. Joseph Mercy Care and NASEM
  - d. Number of participants to be tested: TBA
  - e. Event Attendees: minimum of 50-100 ppl with a total of 100 gift cards and/or promotional items
  - f. Large scale event
- F) National HIV Testing Day (June 27, 2022)
- a. Event: **HIV Testing and Fun Day**
  - b. Priority Population: All African Americans, Hispanics/Latinx, MSM, IUD, Transgender, LGBTQA Community, High Risk Negative, Bisexuals, Heterosexuals
  - c. Partnership: All community Based Organizations

- d. Minimum number of persons tested: 100
- e. Event Attendees: 75-100 with a total of 100 gift cards and/or promotional items
- f. Large scale event

The successful contractor shall make all necessary arrangements to include the following:

- Promotion: Ongoing promotion for the event, which includes logo/T-Shirts designs, social media campaigning, video production, flyers, radio, condom distribution, etc.
- Staging/Music: DJ and staging for performances and/or guest speakers.
- Venue: A location that provides a large parking lot, park or restaurants that is also in a central location in DeKalb County. Preferably a location that has MARTA services nearby to ensure the target population is reached.
- Food Trucks and Refreshments: At least (2) food trucks, with a potential company that provides for high volume traffic. We would like the vendor to provide a set number of free meals in exchange for HIV testing. Refreshments can include gift cards to purchase food, samples, meals from fast food restaurants and/or cook out items.
- Vendors/community organizations: Encourage local small business to participate and set-up shops.
- Prizes/Promotional Items: Gift cards in exchange for HIV testing, etc. Each event should offer a minimum of 50-100 gift cards.
- Entertainment: Live performances: High School Bands (2), Local Teams i.e., step or dance teams, fashion show, advocate groups. Keynote speakers: Local Councilwomen/men, school administrators, community advocates, church groups, at least 1 celebrity appearance, youth activities, and innovative support groups, etc.
- Private testing areas and equipment: Each event will provide a confidential /private testing area(s) with appropriate equipment for testing and/or vaccinations.
- Security: Each event will require police officers to ensure all persons and equipment are secure and safe.
- COVID 19 Restrictions: All persons involved with all activities must follow COVID-19 social distancing rules and wear masks.
- Project Plan: A written project plan is required to assess goals, identify success measures, determine, and confirm roles and responsibilities to include due dates for each event.
- Recorded Events: Recordings of each event shall be submitted to the DCBOH HIV/AIDS Coordinator within 5 days after completion of each event.
- Gift Card Tracking Report: Upon completion of each event a report of all gift cards distributed shall be provided to the DCBOH HIV/AIDS Coordinator within 5 days of event end. The report shall include the event title and date, first and last name of each person receiving a gift card with their contact number.
- Partnerships: Coordination with community partners to encourage collaboration and allocation of resources is strongly encouraged.
- COVID-19 Vaccination Services: Considering the current pandemic, please consider partnering with organizations for access to COVID-19 Vaccinations
- Evaluation Report: Upon completion of each event a written evaluation is required to assess the strengths, weakness, successes, areas for improvement and lessons learned. All recordings and pictures of each event shall be submitted to the DCBOH HIV/AIDS Coordinator within 5 days of completion of each event.

- Any other appropriate arrangements that are deemed necessary.

All contractors and sub-contractors must be approved in writing by the DCBOH STD/HIV Prevention program and the Office of Procurement and Contracts prior to any work commences for each event.

3.1 The successful Contractor will work with the event planning committee from the STD/HIV Prevention Program to ensure that the goals of the event are met:

- Engage in conversations about sexual health practices in relationships.
- Promotion of routine STD/HIV testing within the community.
- Education about STD/HIV prevention strategies that can be used in relationships.
- Transmission/Communication of sexual health information to counteract misinformation and stigma surrounding STD/HIV.
- Educate 100% of participants on ways to prevent HIV/STD transmission.
- Test 50% of event participants with a 1% positivity rate.
- Refer 70% of negative testing participants for PrEP services.
- Distribute condoms to participants of all events.

The successful Contractor shall:

- Attend planning committee meetings as determined by the STD/HIV Prevention Program Coordinator.
- Provide written progress updates at each committee meeting.
- Provide, at the end of each event, a report of successes and opportunities for improvement of future events for Program and Vendor insight and development.
- Evidence of professional business development, project management and branding strategy.
- Evidence experience planning small- and large-scale community events; and
- Have experience working with STD/HIV prevention campaigns (preferred, not required).

Each event requires the interested Contractor to submit an expenditure budget. Exhibit A provides a sample Expenditure Budget template and sample event considerations for each event. These samples are provided as guidance and do not infer the ideas listed to restrain the Contractor's creativity. It is the responsibility of the successful Contractor to manage the budget and provide weekly updates of expenditures and balances. All expenditures require approval from the STD/HIV Prevention Program Coordinator prior to committing funds to an expense.

All public relations activities, (advertising, press releases, communications with community groups and media, etc.) must be approved by the Marketing STD/HIV Prevention Program and the Office of Communications and Media to ensure adherence to DeKalb County Board of Health branding guidelines, quality and media and communication releases.

3.2 **DCBOH will:**

- A. Designate a staff member to liaise with the Contractor to assist in the coordination of activities and related projects.
- B. Provide consultation and approval of contractor's expenditure expenses prior to purchase.
- C. Provide feedback and technical assistance as appropriate.

D. Support marketing and advertisement efforts.

**3.3 Contractor will:**

- A. Develop, plan, and coordinate several events as outlined in this Request for Proposal.
- B. Direct efforts towards a specific target population within a specific geographic location.
- C. Develop and disseminate marketing messages through multiple marketing platforms.
- D. Collaborate and work with the DCBOH designated liaison to secure space at each event to disseminate HIV/AIDS educational materials and COVID-19 educational materials, testing and/or vaccinations to attendees.
- E. Participate in conference calls/meetings as required. Be available for conference calls/phone meetings to update/modify and make changes to the campaign as required.
- F. Provide written updates of progress, challenges and/or obstacles at each committee meeting.

**4.0 TIMING OF THE PROJECT**

The remaining 2022 HIV/AIDS Awareness Commemorative Days promotional period are scheduled from April 2022 through June 2022. Our targeted populations are:

- Individuals between the ages of 13-65 who may be engaging in high-risk sexual behaviors.
- Individuals willing to be educated and learn their HIV/AIDS status.

Target priority populations are:

- African American MSM (men who sleep with men)
- Hispanic/Latinx MSM
- Caucasian MSM
- PWID (people who use injectable drugs)
- Heterosexual men/women (African American, Hispanic/Latinx, Caucasian) and
- LGBTQ+ Community.

**5.0 CONTRACTOR QUALIFICATIONS**

- Contractor bids must provide and detail its company history.
- Experience planning small- and large-scale events and budgets.
- A minimum of three (3) years' experience working with organizations that provide services to the public and/or government sector(s).
- Public Health marketing experience.
- Preferred experience working with the diverse communities of DeKalb County.

**6.0 SUBMISSION REQUIREMENTS**

- Provide evidence of contractor's qualifications (curriculum vitae or résumé) outlining relevant qualifications, educational level for each person expected to work on this project and all relevant work experience.
- Identify Contractor's business hours and availability for meeting with DCBOH (number of days/week).
- Contractor must identify their years of experience for each of the following:
  - a. Event Planning
  - b. Project Management
  - c. Working with local healthcare or public health agencies
  - d. Public Health Marketing



- e. STD/HIV Prevention Programs
- f. Working with diverse populations and communities within DeKalb County.
- Identify at least three (3) similar projects the contractor has worked on. Detail the scope of services, cost of project, when and where it occurred and the outcome of each project.
- Provide references with contact information for each similar project for the line item above (contact name, business name, email address, phone number and business address).
- Affirmatively advise if the Contractor or responding organization is independent of the DCBOH and its component units.

You are invited to include additional information that may be helpful in consideration of your proposal.

#### **7.0 ADDITIONAL REQUIREMENTS:**

- Meet with the DCBOH within seven (7) business days of contract execution for the campaign kickoff.
- Contractor must designate a point of contact and/or at least one staff member to participate in conference calls.

#### **8.0 SUPPLEMENTAL INFORMATION**

##### Cost Proposal

The DeKalb County Board of Health provides a fee-for-service payment. No upfront payment or deposit will be provided. Contractor is requested to itemize invoices for services and buys and remit them to the DCBOH by the 15<sup>th</sup> day of each month during the contract period.

Cost proposals/budgets must indicate your costs in detail, per campaign element with justification. Add any expenditure line items as appropriate to fully reflect your Proposed Expenditure Budget. Depending on the final campaign budget, some elements may need to be modified or eliminated. Your cost proposal must be included in your submission to be considered for award.

##### Campaign Assets: Revisions & Final Deliverables

Contractor will submit deliverables by specific due dates. Contractor agrees to an unlimited round of revisions/edits. Deliverables will be classified as “Final” at the direction of the DCBOH.

##### Intellectual Property Ownership

All files are due prior to final payment. The DCBOH will own all files, drafts, and final deliverables. Contractor will provide all final products and editable files via an approved electronic file sharing platform or approved media storage device. All file formats must be submitted to the DCBOH, including files compatible with the Board of Health’s systems.

##### Invoicing

All deliverables under the terms of this contract are due prior to release of final payment.



## TERMS AND CONDITIONS

1. **CONTRACT:** The request for proposal invitation, terms and conditions, the specifications and the received proposal 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 the DCBOH 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 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 contractors awarded the initial contract, it is the intent of the DCBOH to enter into a series of one-year renewable contracts. 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 upon execution by both parties through June 30, 2022.

In the event that the DCBOH 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 three years, in duration. If an extension option is exercised, such shall be accomplished in writing between the contractor and the DCBOH's Purchasing and Contracts Department.

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 proposer qualified his proposal by specific limitations.
4. **COMPLETION:** The Offeror shall read 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 three (3) additional years if the vendor 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 the term of this contract, the Board for any reason, fail to appropriate funds for these services, the DCBOH 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 DCBOH 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. 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: Offeror agrees to hold their offer open for acceptance by the DCBOH for no less than ninety (90) days from the CSP 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: Offeror, by making his/her proposal, represents that he/she has read and understands the request for proposal.
13. CONTRACT AND PURCHASE ORDER: The DCBOH limits its purchases through the use of properly approved and authorized contracts and purchase orders. The successful offeror 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 DCBOH 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 the DCBOH's fiscal year in which the items were purchased. Invoices shall indicate the vendor 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 e-mailed to [DCBOHAPINVOICES@dph.ga.gov](mailto:DCBOHAPINVOICES@dph.ga.gov) or 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. Offeror is to retain on file a copy of a tax-exempt form submitted by DCBOH. 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 the DCBOH Tax Exemption Certificate by contacting the DCBOH Purchasing Department.
17. SIGN-IN AND IDENTIFICATION BADGES: For the safety purposes, all vendors will sign-in at the DCBOH or administration front desk when entering a DCBOH 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.
18. 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, the DCBOH reserves the right, upon written notice to the vendor to cancel the contract.

19. **DEFAULT:** Prior to the cancellation of the contract for default, the DCBOH's Purchasing Supervisor 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 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 Offeror is required to furnish Certificates of Insurance as may be required by the DCBOH and described in the specifications (*Exhibit A*)
24. **PERFORMANCE:** Prospective Offeror 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.
25. **PLACES OF BUSINESS:** Prospective Offeror 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:** 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.
27. **PRICING:** Negotiation may be a part of this process. Therefore, Offerors are cautioned to submit their most competitive price for their product(s) and service(s) with its initial Proposal Response. If the scope of the proposal and all other requirements are met initially, there may not be any need for negotiation with any Offeror.
28. **AWARD:** It is the intention of the DCBOH to establish a contract with one Offeror that successfully responds to this RFP. DCBOH does not guarantee any work or dollar amounts relating to this proposal. Purchases will be based upon the DCBOH'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 Offeror and submit exact specifications, quantities, delivery times, and any other relative information. The Offeror may need to provide a quote for that order to the requester per contracted pricing. DCBOH reserves the right to purchase more or less than quoted.

29. NOTIFICATON OF AWARD: ALL Offerors properly responding on time to this proposal with all the required documents complete, will be considered for award. The DCBOH may elect to issue subsequent proposals and approve additional Offerors 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 vendor breaches any of the terms hereof including warranties of Offeror or if the Offeror 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 vendor without the written permission of DCBOH. Any attempted assignment or delegation by vendor 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 vendor shall not advertise or publish the fact that DCBOH has entered into this contract without DCBOH's prior consent, 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 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, gratuity, 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.
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 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.

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 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 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 11 herein.

39. **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 DCBOH that the materials are confidential or a trade secret. **CRIMINAL RECORDS HISTORY:** The vendor shall insure 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 RFP is part of a competitive procurement process which helps to serve the DCBOH'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 the DCBOH has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship.
41. **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 Vendor.
42. **ACCEPTANCE:** This will be a single or multi-vendor award. DCBOH reserves the right to accept or reject any or all the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the DCBOH. Contract, to awarded Offeror, will be based on the determined "best value for the DCBOH".
43. **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 DCBOH.
44. **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 the 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 the DCBOH 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 explains any alternate service offered. DCBOH is not responsible for any costs incurred by the Offeror 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 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. INCREASES. If deemed appropriate by the DCBOH, extension period percentages of increase shall be negotiated with the Offeror. If a mutual agreement cannot be reached, the DCBOH reserves the right to rebid.
47. ADDITIONAL SERVICES. The DCBOH reserves the right to request the Offeror to provide additional services not outlined herein. In the event this occurs, compensation will be negotiated at that time.
48. COST. Unless otherwise specified herein, the Offeror shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
49. INDEPENDENT CONTRACTOR. The Offeror 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 Offeror 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 Offeror will provide to the DCBOH evidence of compliance with these requirements.
50. COMMUNICATION ON PROJECTS. The Offeror 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 Offeror to the DCBOH throughout the contract period.
51. OWNERSHIP OF MATERIALS. The Offeror shall agree and understand that all reports and material developed or acquired by the Offeror 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.
52. INDEMNIFICATION. The Offeror shall understand and agree that DCBOH cannot save and hold harmless and/or indemnify the Offeror or employees against any liability incurred or arising as a result of any activity of the Offeror or any activity of the Offeror's employees related to the Offeror's performance under the contract. Therefore, the Offeror 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 Offeror 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.

53. CONFIDENTIAL INFORMATION. Inasmuch as under the contract the Offeror may acquire confidential information, the Offeror 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 Offeror or any other person engaged in the contracted work. The Offeror further agrees that all data, technical information, and reports developed by 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 Offeror 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 Offeror, 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 Offeror (once annually).

The Offeror 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, sale, copyright, or other use as deemed appropriate by the DCBOH.

54. COMPLY WITH APPLICABLE LAW. The Offeror 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 Offeror 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 Offeror's service.
56. VIOLATIONS. If the Offeror 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 Offeror 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 Offeror from doing business with the DCBOH. The DCBOH may also withhold up to twenty-five percent of the total amount due to the Offeror.

57. **AUDIT.** The Offeror 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 the DCBOH, employees of the DCBOH 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.
61. **SUSPENSION.** The DCBOH 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 Offeror is failing to comply with any one or more of the following: (1) the quality of service; (2) the specified completion schedule of Offeror'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 DCBOH will send written notice to the Offeror, as notification of the DCBOH's action under this Article, specifying the nature of the non-compliance and the actions necessary to correct the non-compliance. Offeror will immediately discontinue services and will have five (5) days from receipt of such notice to cure, remedy or correct the non-compliance to the DCBOH's satisfaction. Offeror will receive no payment for services rendered during the suspension period. If the DCBOH, in its sole discretion, is satisfied with Offeror's response, the DCBOH may lift the suspension of the contract, and both parties will resume full performance under the contract. If the Offeror does not provide a satisfactory response to the DCBOH within the five (5) day period, then this contract shall immediately terminate without further obligation by the DCBOH. Offeror shall be paid up to the date of suspension.
-

## Exhibit A – SAMPLE Proposed Expenditure Budget

<b>EVENT TITLE</b>		<b>DATE(S)</b>	
<b>PROJECTED NUMBER OF ATTENDEES</b>		<b>LOCATION</b>	TBD

PROJECTED SUBTOTAL:

CATEGORY	PROJECTED SUBTOTAL	ACTUAL SUBTOTAL	ACTUAL SUBTOTAL	COMMENTS
<b>Venue</b> SUBTOTALS				
Location Rental				
Equipment/Stage Rental				
Additional Tables / Chairs				
Security				
Tents				
<b>Décor</b> SUBTOTALS				
Additional Signage				
Additional Decorative Items				
<b>Food Truck Vendors</b> SUBTOTALS				
Food Truck Vendors				
Food Giveaway thru vendor for HIV Testing				
<b>Event Programming</b> SUBTOTALS				
HIV/AIDS Advocates				
Performers (local talent, high school bands)				
Car/Bike Show Attendees				
Celebrity Guest				
Prick n Paint (Mobile Painting Event)				
<b>Additional Entertainment</b> SUBTOTALS				
Music / DJ				
Bounce House/ Cotton Candy Machine, etc.				
Gaming Rentals				
<b>Attendee / Guest Services</b> SUBTOTALS				
Lighting				
Portable Heater Stands/Charging Stations				
Giveaways (100 \$25 Gift Cards)				
<b>Registration</b> SUBTOTALS				
Eventbrite				
<b>Communications</b> SUBTOTALS				
Radio Promotions				
Flyers/ Graphics (printing)				
Social Media Marketing				
T Shirts				
Misc.				
<b>VENDORS, PLEASE ADD ANY ADDITIONAL LINE ITEMS DEEMED APPROPRIATE IN SUPPORT OF YOUR PROPOSAL.</b>				

## EVENT SAMPLE BUDGETS

<b>NATIONAL YOUTH HIV/AIDS AWARENESS DAY</b>	
<u>Category: Description</u>	<u>Projected cost</u>
Radio and social media Promotion with flyer	
Music/DJ	
Venue (additional tables, chairs, equipment, etc.)	
Food	
Prizes and giveaways (a total of (50) \$25 gift cards, plus additional prizes)	
Additional Entertainment	
Security	
Décor	
Event Programming (Celebrity guest and HIV Advocates)	
Miscellaneous	
<b>Budget Total:</b>	

<b>NATIONAL TRANSGENDER HIV/AIDS AWARENESS DAY</b>	
<u>Category: Description</u>	<u>Projected cost</u>
Radio and social media promotion with flyer	
Music/DJ	
Venue (additional tables, chairs, equipment, etc.)	
Food	
Prizes and giveaways (a total of (50) \$25 gift cards, plus additional prizes)	
Additional Entertainment	
Security	
Décor	
Event Programming (Celebrity guest and HIV Advocates)	
Miscellaneous	
<b>Budget Total:</b>	

<b>NATIONAL ASIAN AND PACIFIC HIV/AIDS AWARENESS DAY</b>	
<u>Category: Description</u>	<u>Projected cost</u>
Radio and social media Promotion with flyer	
Music/DJ	
Venue (additional tables, chairs, equipment, etc.)	
Food	
Prizes and giveaways (a total of (75) \$25 gift cards, plus additional prizes)	
Additional Entertainment	
Security	
Décor	
Event Programming (Celebrity guest and HIV Advocates)	
Miscellaneous	
<b>Budget Total:</b>	

<b>EXTENDED STAY HOTEL</b>	
<u>Category: Description</u>	<u>Projected cost</u>
Radio and social media Promotion with flyer	
Music/DJ	
Venue (additional tables, chairs, equipment, etc.)	
Food	
Prizes and giveaways (a total of (75) \$25 gift cards, plus additional prizes)	
Additional Entertainment	
Security	
Décor	
Event Programming (Celebrity guest and HIV Advocates)	
Miscellaneous	
<b>Budget Total:</b>	

<b>HIV- LONG TERM SURVIVORS AWARENESS DAY</b>	
<u>Category: Description</u>	<u>Projected cost</u>
Radio and social media Promotion with flyer	
Music/DJ	
Venue (additional tables, chairs, equipment, etc.)	
Food	
Prizes and giveaways (a total of (75) \$25 gift cards, plus additional prizes)	
Additional Entertainment	
Security	
Décor	
Event Programming (Celebrity guest and HIV Advocates)	
Miscellaneous	
<b>Budget Total:</b>	

<b>NATIONAL HIV/AIDS AWARENESS DAY</b>	
<u>Category: Description</u>	<u>Projected cost</u>
Radio and social media Promotion with flyer	
Music/DJ	
Venue (additional tables, chairs, equipment, etc.)	
Food	
Prizes and giveaways (a total of (75) \$25 gift cards, plus additional prizes)	
Additional Entertainment	
Security	
Décor	
Event Programming (Celebrity guest and HIV Advocates)	
Miscellaneous	
<b>Budget Total:</b>	

## Exhibit B

### CERTIFICATES OF INSURANCE

Along with the contract documents sent to the Board 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 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 (\$1,000,000.00).
- (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 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.



**Exhibit C**

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**STANDARD CONTRACT DOCUMENT FOR PROFESSIONAL SERVICES**

**STATE OF GEORGIA**     

**CONTRACT NO.:**

**COUNTY OF DEKALB**     

\_\_\_\_\_

**PROFESSIONAL SERVICES CONTRACT**

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**ARTICLE 1 - CONTRACT BETWEEN**

This contract is between DeKalb County Board of Health, located at 445 Winn Way, Decatur, GA 30031, legally empowered to contract pursuant to the Georgia Health Code and hereinafter referred to as the "Board"

and

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

This contract, made upon execution, shall constitute the terms and conditions under which the Contractor shall provide \_\_\_\_\_ services on behalf of the Board.

**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 - BOARD 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 the DeKalb County Board of Health desires the services of a qualified contractor to provide \_\_\_\_\_ services, and

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

The Contractor agrees to:

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

The Board agrees to:

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

#### **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 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 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 11 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. 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 the Board's satisfaction. 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 response to the Board within the five (5) day period, then this contract shall immediately terminate without further obligation by the Board. 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 the Board in accordance with "Exhibit E" attached herein. Upon acceptance of each invoice, the Board shall pay the Contractor the amount invoiced within thirty (30) days of acceptance.

#### **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.

**ARTICLE 10 - INDEPENDENT CONTRACTOR**

The relationship between the Board 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 the Board.

Subcontractors: Contractor shall not subcontract work hereunder without the prior written consent of the Board, and any such contract without consent of the Board shall be null and void. If contractor proposed to subcontract any of the work, hereunder, it shall submit to the Board 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 - 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:

If to the Board:  
Dianne McWethy  
Division Director, Administration  
DeKalb County Board of Health  
445 Winn Way, P.O. Box 587  
Decatur, GA 30031

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 that it 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 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 implemented at 34 CFR Part 82 and 85 by signing Exhibit B 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. 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 18 - BOARD REPRESENTATIVE**

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

## **ARTICLE 19 - AIDS POLICY**

The Contractor agrees, as a condition to 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 - 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 the Board 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 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.

## **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, day care, 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.

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

**Contractor Execution**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DeKalb County Board of Health**

\_\_\_\_\_  
Sandra J. Valenciano, M.D., M.P.H.  
District Health Director  
District 3-5

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

SAMPLE

**Exhibit D**

**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, 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



## EXHIBIT E

### 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:

SAMPLE

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 F**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DeKalb County Board of Health has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 202\_\_ 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 \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**Exhibit G**

**REFERENCES AND CLIENTS LIST**

In the space provided below, please list a minimum of three (3) references giving the name, address, phone number, 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>	

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

**List of Other Clients similar to DCBOH**

<b>Company Name</b>	<b>Company Name</b>

Company Name: \_\_\_\_\_

Signature of Authorized Company Official: \_\_\_\_\_

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

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



Exhibit H

SUBMISSION COVERSHEET

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

REQUEST FOR PROPOSAL

Company Name			
Contact Person			
Address			
Email		Phone	

You must complete and submit copies of the following items:

1. **SUBMISSION COVERSHEET** (this completed document, Exhibit H)
2. **BRIEF ONE PAGE NARRATIVE ABOUT YOUR COMPANY** Include how long you have been in business providing equipment listed in this request for proposals.
3. **PROVIDE ALL INFORMATION REQUESTED IN SUBMISSION REQUIREMENTS SECTION 5.0 AND SECTION 6.0**
4. **REFERENCES and CLIENT LIST** (complete reference and client list form, Exhibit G)
5. **E-VERIFICATION DOCUMENTATION – The Contractor Affidavit** (Complete Exhibit F.)
6. **COST PROPOSAL** Using Exhibit A as provided in this Request for Proposal (RFP), complete and submit a Proposed Budget Expenditure Report for each event outlined and identified in this RFP.

By submitting a response to this 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.

Signature of Person Authorized to Sign on Behalf of the

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

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