



October 19, 2021

**REQUEST FOR PROPOSAL
RP038-21**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers to **Provide Medical Examinations, Drug Screening and other Miscellaneous Job Related Medical Screenings for Employees and Applicants on an Annual Contract with Four (4) Options to Renew** for the Department of Human Resources.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 PM local time on November 9, 2021** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened, and only names of submitting service providers will be read at 3:00 PM. A list of service providers submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding proposals should be directed to Dana Garland, CPPB, Purchasing Associate III at dana.garland@gwinnettcounty.com or by calling 770-822-8723 **no later than 3:00 PM on October 28, 2021**. Proposals are legal and binding upon the proposer when submitted. **One unbound single-sided original, three (3) copies, and one (1) digital copy on a flash drive should be submitted. Cost should be submitted in a separate sealed envelope.**

Successful services providers will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of Gwinnett County Government should be directed to the ADA Coordinator at the Gwinnett County Justice and Administration Center 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest.

Award notification will be posted after the award on the County website, www.gwinnettcounty.com, and companies submitting a proposal will be notified via email.

We look forward to your Proposal and appreciate your interest in Gwinnett County.

Dana Garland, CPPB, NIGP-CPP
Purchasing Associate III

The following pages should be returned with your proposal:

Cost Proposal (Return in a separate envelope), Pages 16-21
Provider Information, Page 22
References, Page 23
Contractor Affidavit and Agreement, Page 39
Code of Ethics Affidavit, Page 40

SPECIFICATIONS

I. Scope

Gwinnett County is seeking a service provider for drug screening, breath alcohol testing, and drug and alcohol random selection (**Section A**), as well as comprehensive pre-employment medical examinations (**Section B**). Gwinnett County currently uses their Wellness Center for pre-employment medical examinations but is looking to partner with a vendor for this service on an as-needed basis. There are no guarantees with respect to the amount or volume of business billed under any resulting contract. Service providers may propose on one or both sections but must propose on all elements within the section(s). **Each section will be evaluated separately. Submit a SEPARATE proposal for each section proposing; Section A and/or Section B.**

II. Background

Gwinnett County's current employee population is approximately 5,000. There are approximately 300 positions that fall under the Federal Transit Authority (FTA) regulations for drug and alcohol testing requirements. We have also identified approximately 3,000 employees that occupy other safety sensitive positions and are required to submit to breath alcohol testing and urine drug screening as required per the Gwinnett County's Drug and Alcohol-Free Workplace Policy.

Employees working for Gwinnett County are located at various sites throughout the County and work a wide range of assignments. The work hours for employees vary from a standard workday and week. Some assignments require crews to be out in the "field" or at facilities that operate 24 hours a day and 7 days a week, necessitating shifts of varying lengths.

III. Section A - Drug Screening, Breath Alcohol Testing, and Drug and Alcohol Random Selection

A. The successful service provider will be required to:

1. Be authorized to collect urine specimens for DOT drug testing and meet the training requirements as outlined in the most current version of 49 CFR Part 40, FTA Drug and Alcohol Regulation §40.33. The service provider will adhere to all rules and regulations of the FTA Drug and Alcohol Regulations and applicable County policies (i.e. Gwinnett County Drug and Alcohol Free Workplace Policy).
2. Retain personnel necessary to complete this agreement. Specifically, a Department of Health and Human Services (HHS) Certified drug-testing laboratory certified under the National Laboratory Certification Program (NLCP) for all testing.
3. Be responsible for the breath alcohol and controlled substances selection process. The process will randomly select appropriate employees using a scientific, computer-based method to generate numbers that will either match an employee's ID #, payroll # or other comparable identifying number. This selection process will provide each employee an equal chance of being tested each time selections are made.

B. Description of Services Required – Drug and Alcohol Tests

1. Gwinnett County requires a provision for 24-hour, 7 day per week service for breath alcohol and urine drug tests at a customary rate. The service provider must comply with and demonstrate a thorough and complete knowledge of 49 CFR Parts 655 and 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, U.S. Department of Transportation Lab Procedures, and any future Federal requirements for alcohol and drug testing. If the service provider plans to use a third party to perform random selections, there must be a detailed description regarding the process, the security of our employee data,

how challenges are affected, etc. included in the proposal. Currently, approximately 400 employees are pulled annually for random drug and alcohol testing.

2. A copy of all job descriptions/class specifications will be given to the successful service provider.

C. Scope of Services

1. General Services

- a) The service provider will conduct drug screening by urinalysis on all safety sensitive employees, as well as employees covered by the FTA Drug and Alcohol Regulations. The service provider must be able to perform drug screening by hair follicle test in rare cases when urinalysis may not be completed. Either a five panel or eleven panel test will be conducted as specified in the specific protocol based on the position. Upon request, Gwinnett County may request testing for other drugs.
- b) A laboratory certified by the U.S. Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP) must perform analysis of the specimen. If a screening test is positive for a controlled substance, a confirmation test must be performed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels specified by the U.S. Department of Transportation, Federal Transit Administration (FTA). All tests and laboratory procedures, including the chain of custody form (CCF) procedures, must follow those established by HHS. For all drug screening, the CCF must be guaranteed by the service provider. The service provider must be willing to defend any legal challenges brought against Gwinnett County Government regarding results of test performed. The service provider must ensure a method of re-testing should an applicant or employee challenge the results of a drug screen. Specifically, a split specimen is required for all urine drug screens. The service provider should contact Gwinnett County Human Resources before retesting.
- c) The service provider is responsible for obtaining a qualified Medical Review Officer (MRO) who is a licensed physician. The MRO must be knowledgeable in the following areas:
 - i. Knowledgeable about and have clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug test results.
 - ii. Knowledgeable about issues relating to adulterated and substituted specimens as well as the possible medical causes of specimens having an invalid result.
 - iii. Knowledgeable about §40.121 of the Federal Register/Vol. 65 No. 244, the DOT MRO Guidelines, and the DOT agency regulations applicable to Gwinnett County Government. The service provider must also keep current on any changes to these materials.
- d) The County will request a selection of names for random testing on a quarterly basis using information provided by the County to the service provider. The County will provide to the service provider the employee's name, department name, employee ID

number. Once random drug tests are selected, the individual departments will schedule testing.

- e) All tests are to be completed “express” (in-house). If the test shows a non-negative, it shall be sent to the laboratory certified by the U.S. Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP). Gwinnett County shall not incur additional charges for tests sent to the lab. Human Resources **must** be notified by phone and email **immediately** for all non-negative results.

D. Reporting Requirements

1. For all drug screening in which the initial screen identifies positive presence of the specified substance, a qualified Medical Review Officer (MRO) shall question the specimen donor. It will not be acceptable to have a member of the nursing staff act in lieu of the MRO.
2. The service provider shall prepare and maintain all required records to ensure the chain of custody in conducting drug screening. This includes the proper notification and recording of individuals to be tested, referring department, and all consent forms permitting the taking and analysis of a specimen. The service provider must ensure that they have available a secure holding area for any individual unable to provide a specimen until such individual becomes able to provide the required specimen after consumption of allowable amount of fluid as specified by FTA.
3. Reporting of results from drug screening must be securely transmitted via e-mail to the appropriate designee within the Department of Human Resources. Any positive results are to be reported by **immediate** telephone call to the designated Human Resources representative and followed with a securely transmitted e-mail.
4. Results of negative drug and alcohol tests will be reported as follows:
 - o Non-CDL test results will be provided immediately via secured e-mail to Gwinnett County Human Resources designee.
 - o CDL test results will be provided within two working days after confirmation by outside lab to Gwinnett County Human Resources designee.
5. Results of positive/non-negative alcohol tests will be reported as follows:
 - o Results will be provided immediately after second (confirmation) test via phone and secured e-mail to Gwinnett County Human Resources designee.
 - o Results will be provided to the accompanying supervisor in a sealed envelope.
6. Results of positive/non-negative drug tests will be reported as follows:
 - o Results will be provided within two working days after confirmation by outside lab.
 - o If a MRO is unable to contact a Gwinnett County employee/patient to discuss a positive test result within 24-hours, the service provider will contact Gwinnett County’s Human Resources designee.

E. Service Requirements

1. The service provider should be available for appointments/walk-in’s, on a daily basis (24/7 for random and reasonable suspicion).
2. The service provider will provide alcohol and drug testing, as required by Gwinnett County.

3. Services may be requested on behalf of Gwinnett County by those Gwinnett County employees designated by the Human Resources Director or designee. The list will be provided to the awarded vendor.
4. The service provider will have facilities conveniently located in Gwinnett County or easily accessible to Gwinnett County work sites and the Gwinnett County service area. A list of facilities should be provided as part of the proposal response.
5. The service provider will have adequate facilities, equipment, personnel, and resources to provide the complete scope of drug and alcohol testing services required.
6. Gwinnett County reserves the option to review the credentials, interview the physician(s) and key medical personnel prior to their assignment to Gwinnett County's Contract. Gwinnett County reserves the right of approval of physician(s) or key personnel assigned to this contract. Gwinnett County also reserves the right to approve drug and alcohol testing laboratories and random selection provider.
7. The service provider will provide Gwinnett County, as part of the proposal response, with a chart detailing its Organizational Structure and a written policy on routes of communication between Contractor and Gwinnett County.
8. The service provider must provide a back-up licensed medical doctor and certified MRO that is familiar with all aspects of this contract. The service provider must receive prior approval of Gwinnett County's Human Resources Director or designee.

F. Documentation/Record Keeping/Automated Transfer of Information

1. The service provider will document all examinations, tests and findings, including but not limited to using and completing appropriate Gwinnett County forms, furnishing progress notes and correspondence, as necessary. Documentation and record keeping will be in accordance with Gwinnett County policy and State and Federal Requirements to include Public Safety accreditation agencies.
2. The service provider will require Gwinnett County employees reporting for drug and alcohol tests to present picture I.D. to confirm identity.
3. The service provider will document, on the Medical Referral form, the date and time employees arrive and depart with an electronic date/time stamper.
4. Results of drug and alcohol examinations will be reported to Gwinnett County's Human Resources Manager or designee via automated systems. All results must be reported as pass/fail.
5. The service provider will inform patients of any results/findings requiring further medical evaluation.
6. Records of Gwinnett County drug and alcohol tests will be retained for the duration of the contract. Upon termination or expiration of this annual contract, all drug and alcohol records will be electronically transferred to Gwinnett County for archival. The service provider must

have the ability to electronically transfer data files in a secure format listing employees selected for testing. Please specify the format to ensure it meets Gwinnett County security standards. Information must include, but will not be limited to, employee name, employee identification number, department, job classification, type of test, and results. All records must be transmitted prior to payment of the final invoice. All medical records, including medical histories, results of examinations, etc. are to be retained by the service provider and treated as confidential.

IV. Section B - Pre-Employment, Return to Duty, and Change of Position Examinations

A. The successful service provider will be required to meeting the following requirements:

1. The service provider must be available to consult with and advise Gwinnett County management by telephone or in person as needed. Direct communication with the physician(s) is required on an as needed basis.
2. The Physician(s) assigned to perform the medical services of this contract must have thorough knowledge of laws governing occupational medicine, have an understanding of the physical and mental requirements to perform Gwinnett County’s relevant jobs, be available to attend meetings, and be prepared to discuss and make recommendations to the County on employees’ fitness for work and reasonable accommodations as requested.
3. The service provider will provide recommendations and participate in training programs for employees and supervisors on alcohol and urine drug testing, as requested.
4. Physician(s) will immediately notify designated Human Resources staff by email when an applicant/employee is not cleared to perform the work being considered and has been referred to his or her personal physician for evaluation and/or treatment. Additionally, immediate notification is required when the medical status has been upgraded, allowing the employee to return to work.

B. Description of Services Required - Pre-Employment, Return to Duty, and Change of Position Examinations

1. Gwinnett County requires a provision for an occupational medicine service provider to complete pre-employment medical examinations and return to duty testing to determine if a candidate/employee can complete the essential functions of a specified job classification.
2. A copy of all job descriptions/class specifications will be given to the successful service provider.

C. Scope of Services

1. General Services
 - a) The service provider must be capable of providing pre-employment medical examinations for all job candidates who accept a conditional offer of employment for any position requiring physical activity. Each position will have a job specific protocol to identify specific diagnostic tests to be included in the medical/physical examination for all applicants for a specific job. As requested, medical examinations may be required for other purposes.
 - b) The protocol for each medical examination must meet established criteria, or the service provider must establish new criteria to ensure job applicant can perform the essential functions of the specified job. All protocols must meet the approval of Gwinnett

County's Government's Human Resources Manager or designee. The service provider will be required to keep on file established protocols for each type of position and follow these protocols in conducting examinations of applicants or employees referred for such positions. Questions arising from an individual's ability to perform the essential functions of a job should be directed to the Gwinnett County Government Human Resources Manager, or designee, for discussion prior to reaching a decision. This discussion is limited to the concerns relating to the performance of a specific job function(s). Gwinnett County has the responsibility of preventing individuals from working who are not physically qualified or who are not capable of performing in a safe efficient manner. Although it will be Gwinnett County's decision, not the physician's, to hire or retain an employee, we desire and expect a competent opinion from the examiner.

- c) The service provider will adhere to all rules and regulations of the FTA Drug and Alcohol Regulations and applicable County policies (i.e. Gwinnett County Drug and Alcohol Free Workplace Policy).
- d) The service provider will conduct drug screening by urinalysis on all safety sensitive employees, as well as employees covered by the FTA Drug and Alcohol Regulations. The service provider must be able to perform drug screening by hair follicle test in rare cases when urinalysis may not be completed. Either a five panel or eleven panel test will be conducted as specified in the specific protocol based on the position. Upon request, Gwinnett County may request testing for other drugs.
- e) A laboratory certified by the U.S. Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP) must perform analysis of the specimen. If a screening test is positive for a controlled substance, a confirmation test must be performed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff levels specified by the U.S. Department of Transportation, Federal Transit Administration (FTA). All tests and laboratory procedures, including the chain of custody form (CCF) procedures, must follow those established by HHS. For all drug screening, the CCF must be guaranteed by the service provider. The service provider must be willing to defend any legal challenges brought against Gwinnett County Government regarding results of test performed. The service provider must ensure a method of re-testing should an applicant or employee challenge the results of a drug screen. Specifically, a split specimen is required for all urine drug screens. The service should contact Gwinnett County Human Resources before retesting.
- f) The service provider is responsible for obtaining a qualified Medical Review Officer (MRO) who is a licensed physician. The MRO must be knowledgeable in the following areas:
 - i. Knowledgeable about and have clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug test results.
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- iii. Knowledgeable about §40.121 of the Federal Register/Vol. 65 No. 244, the DOT MRO Guidelines, and the DOT agency regulations applicable to Gwinnett County Government. They must also keep current on any changes to these materials.
- iv. All tests are to be completed “express” (in-house). If the test shows a non-negative, it shall be sent to the laboratory certified by the U.S. Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP). Gwinnett County shall not incur additional charges for tests sent to the lab. Human Resources must be notified by phone and email immediately for all non-negative results.

D. Reporting Requirements

1. For all drug screening in which the initial screen identifies positive presence of the specified substance, a qualified Medical Review Officer (MRO) shall question the specimen donor. **It will not be acceptable to have a member of the nursing staff act in lieu of the MRO.**
2. The service provider shall prepare and maintain all required records to ensure the chain of custody in conducting drug screening. This includes the proper notification and recording of individuals to be tested, referring department, and all consent forms permitting the taking and analysis of a specimen. The service provider must ensure that they have available a secure holding area for any individual unable to provide a specimen until such individual becomes able to provide the required specimen after consumption of allowable amount of fluid as specified by FTA.
3. Reporting of results from drug screening must be securely transmitted via e-mail to the appropriate designee within the Department of Human Resources. Any positive results are to be reported by **immediate** telephone call to the designated Human Resources representative and followed with a securely transmitted e-mail.

E. Service Requirements for Pre-Employment, Return to Duty, and Change of Position Examinations

Examinations and tests are given to ensure Gwinnett County employees are fit and able to safely perform the essential functions of their jobs. The extent of the examination and procedures included in the examination depend on the requirements of the job.

The components for each level of examination are listed on the following pages. “Pre-Employment physical” is understood to include the following:

1. Medical history – including pulmonary function, cardiac and musculoskeletal.
2. Physical findings - including weight, height, blood pressure, pulse, and other vital signs.
3. Vision tests - to include Titmus vision test-extended to include depth perception and color blindness as needed.
4. Hearing tests - Audiogram-whisper test as needed.
5. Clinical Evaluation: including the head, neck thyroid, eyes, ears, nose, throat, chest, heart, lungs, breast, abdomen, inguinal hernia, genitalia, rectum, back, spine, bones, joints, extremities, skin, neurologic/emotional status, and other parts of the body as deemed

necessary. Specifically, chemical blood profile, TB skin test, and checks for hepatitis A, B and C infection.

6. EKG - if over age 35 and occupying a Fire Fighter/EMT, Fire medic position.
7. HIV screening - if occupying a Fire Fighter/EMT or Firemedic position.
8. Spirometry
9. Chest X-ray - if positive TB Tine.
10. Urinalysis - micro, or dip stick test.
11. Lifting assessment - appropriate to simulate job responsibility, etc. lift to knees, waist, chest or over-head.
12. Blood lead test
13. Rabies test
14. Drug Testing - according to pre-determined protocol and/or service request form.
15. Special Requirements: Procedures based on physical requirements of jobs, or required based on risk factors:
 - a) PA Chest X-ray (deemed necessary by 3 positive risk factors* identified during physical examination)
 - b) EKG (deemed necessary by 3 risk factors* identified during physical examination)
 - c) Comprehensive Back Evaluation (deemed necessary by risk factors identified during physical examination)
 - d) SMAC (for diabetics, or deemed necessary by risk factors identified during physical examination or medical briefing)
 - e) Miscellaneous (Lifting Assessment for labor intensive positions)

F. Documentation/Record Keeping/Automated Transfer of Information

1. The service provider will document all examinations, tests and findings including, but not limited to, using and completing appropriate Gwinnett County forms, affidavits (required for specific public safety positions, i.e. Corrections, Fire, Police and Sheriff) and medical evaluation certificates, furnishing progress notes and correspondence, as necessary. Documentation and record keeping will be in accordance with Gwinnett County policy and State and Federal Requirements to include Public Safety accreditation agencies.
2. The service provider will require Gwinnett County employees reporting for pre-employment, return to duty, and change of position examinations tests to present picture I.D. to confirm identity.
3. The service provider will document on the Medical Referral form, the date and time employees arrive and depart with an electronic date/time stamper.

4. Results of for pre-employment, return to duty, and change of position examinations will be reported to Gwinnett County's Human Resources Manager or designee via automated systems. All results must be reported as pass/fail.
5. The service provider will inform patients of any results/findings requiring further medical evaluation.
6. The service provider will provide Gwinnett County Department of Human Resources with results of all pre-employment, return to duty, and change of position examinations including completed examination forms, laboratory reports, signed employee consent forms, physical results classification, and affidavits (required for specific public safety positions, i.e. Corrections, Fire, Police and Sheriff).
7. Records of Gwinnett County pre-employment, return to duty, and change of position examinations will be retained for the duration of the contract. Upon termination or expiration of this annual contract, all records will be electronically transferred to Gwinnett County for archival. The service provider must have the ability to electronically transfer data files in a secure format listing employees tested. Please specify the format to ensure it meets Gwinnett County security standards. Information must include, but will not be limited to, employee name, employee identification number, department, job classification, type of test, and results. All records must be transmitted prior to payment of the final invoice. All medical records, including medical histories, results of examinations, etc. are to be retained by the service provider and treated as confidential.

V. Section A and Section B Requirements

A. Compensation, Monthly and Payment Schedule

The County shall pay the service provider for services actually requested by the County and performed satisfactorily by the service provider at the applicable rates on the Proposal Fee Schedule attached hereto and by the reference made a part hereof. Each invoice shall show the itemized details, to include patients name, service provided and cost, and shall be sent to a secure e-mail of the designated Human Resources representative.

The service provider may bill such services and/or deliverables in accordance with the schedule below. The maximum compensation to the service provider for the services performed under this Contract would be set forth in the Letter of Agreement. The service provider must present all invoices for previous year no later than December 25th to ensure payment under current year Contract. The service provider shall not be entitled to compensation in excess of such maximum amount unless the County has so authorized, in writing, the work or services for which it is claimed.

No later than the fifteenth of each calendar month, the service provider shall invoice the County for the preceding month, providing the following information on the face of the invoice: the title and number of the Contract; a detailed statement of the type of services rendered; the name of the employee; employee ID number; job title; date of service; specific services performed; and list of charges for the type of services performed by any person, pharmacy, hospital laboratory or entity, if any, other than the service provider. Once the invoice has been verified with no billing discrepancies, payment will be rendered by credit card.

Invoices shall be provided in the format established by Gwinnett County containing the following

categories:

1. Pre-Employment Physical Examinations
2. Pre-Employment Drug Test
3. Alcohol/Drug Test – Random, Post Accident, Reasonable Suspicion, and Consent
4. Drug Test – Return to Duty
5. Special Position – Specific Requirements

B. Changes

The County shall have the right to direct changes in the services to be performed under the Contract, or in the manner in which or the time or times at which they are to be performed, provided that no such change shall materially alter the general scope thereof.

C. Description of Experience

The service proposer shall provide a brief description of their background and experience for the applicable section.

1. Term of Contract:

- (a) Contract to begin February 1, 2022 or upon final execution of the contract documents. Pricing must remain firm for the duration of the initial 12-month contract period. The Board of Commissioners may renew contract for four (4) additional one-year periods.
- (b) Be sure to state increases (if any) for subsequent options to renew on the Proposal Fee Schedule page.

2. Executive Summary:

Provide an overview of how the proposed service provider plans to meet the functional requirements of the request for proposal with regard to capacity, equipment, and personnel to provide the complete scope of services for the Contract term.

3. Experience of Service Provider/References:

State the number of years the proposed service provider has provided clinical occupational health services. List similar services for clients that demonstrate qualifications to perform the work. Include at a minimum the following information:

- (a) Name of Contracting Agency
- (b) Type of Service Provided
- (c) Contractual Period
- (d) Annual Fee
- (e) Contact Person and Telephone Number

4. Experience of Staff to be Assigned to Project

For each of the proposed individuals, provide a detailed resume, indicating, at a minimum, individual's name, current and proposed duties and years of relevant experience.

5. Facilities

Fully describe the facilities to be used in providing the applicable services. Please include location(s), hours of service for each location and the availability of parking.

6. Proposal Fee Schedule

Provide all fees for both initial contract period and summarize the total proposal fees. Provide a percent increase or decrease for each renewal option.

7. Procedures/Training

List procedures for accomplishing the following:

- (a) Training staff.
- (b) Billing, recording/reporting service.
- (c) Updating clients on changes affecting occupational medicine.

VI. Proposal Evaluation - Each section will be evaluated separately. Submit a SEPARATE proposal for each section proposing; Section A and/or Section B.

Evaluation Criteria – Service provider proposals will be evaluated on the basis of the following criteria, and scored accordingly:

PHASE I Section A- Drug screening, breath alcohol testing, and drug and alcohol random selection		POINTS
A.	<u>Available Resources</u> <ul style="list-style-type: none"> • Scheduling appointments (if needed and when); • Length of time to receive results; • Staffing/personnel (how many on staff during operation hours); • Electronic Records management/electronic storage; • Computer generated random selection system (details on type of program or organization performing selection). 	20
B.	<u>Facilities</u> <ul style="list-style-type: none"> • Number of locations (specifically those located in Gwinnett County). • Proximity to Gwinnett County facilities • Adequacy of facilities (i.e. parking, waiting area, facility size, number of examination rooms, etc.). • Hours of operation. 	20
C.	<u>Demonstrated Compliance with Administrative Procedures</u> <ul style="list-style-type: none"> • Billing format and billing cycles. • Electronic documentation and notification of results • Records management (copy of policy required) 	20
D.	<u>Demonstrated Knowledge and Experience</u> <ul style="list-style-type: none"> • Description of education and experience of medical staff. • Provide list of client references and describe services delivered. • Testing procedures and security 	20
SUB-TOTAL		80
PHASE II- Section A		
E	Cost (TO BE SUBMITTED IN A SEALED ENVELOPE)	20
SUB-TOTAL		100
F	Interviews/Presentations (if deemed necessary)	10
TOTAL		110

PHASE I Section B- Pre-Employment Physicals		POINTS
A.	<u>Available Resources</u> <ul style="list-style-type: none"> Scheduling appointments (if needed and when); Length of time to receive results; Staffing/personnel (how many on staff during operation hours); Electronic Records management/electronic storage 	20
B.	<u>Facilities</u> <ul style="list-style-type: none"> Number of locations (specifically those located in Gwinnett County). Proximity to Gwinnett County facilities Adequacy of facilities (i.e. parking, waiting area, facility size, number of examination rooms, etc.). Hours of operation. 	20
C.	<u>Demonstrated Compliance with Administrative Procedures</u> <ul style="list-style-type: none"> Billing format and billing cycles. Electronic documentation and notification of results Records management (copy of policy required) 	20
D.	<u>Demonstrated Knowledge and Experience</u> <ul style="list-style-type: none"> Description of education and experience of medical staff. Experience of service provider and medical staff with occupational medicine. Provide list of client references and describe services delivered. Testing procedures and security 	20
SUB-TOTAL		80
PHASE II-Section V		
E	Cost (TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE)	20
SUB-TOTAL		100
F	Interviews/Presentations (if deemed necessary)	10
TOTAL		110

Basis of Short-Listing / Selection

Phase I – Initially, proposals will be evaluated based on their relative responsiveness to the criteria described above and will be scored based on the point values as shown. Please note that references, and subsequent reference checks, are a required component of Phase I scoring.

Phase II – Service providers may be short-listed for further consideration. The Proposal Fee Schedules of the short-listed service providers from Part I will be opened, reviewed, and scored with the lowest cost receiving the most points and the other service providers receiving proportional points based on the differences in proposal costs.

Phase III – At Gwinnett's discretion, or as deemed in Gwinnett's best interest, service providers may be short-listed a second time for an interview. At this time, Gwinnett may request further information, explanations, clarifications, presentations, interviews, or meetings with some or all of the remaining service providers.

If interviews are necessary, details on the scoring criteria for interviews will be provided along with notification of the scheduled interview.

All presentations/interviews will be the sole responsibility of the proposing service providers and at no cost to Gwinnett County.

If an agreement with the highest-ranked service provider cannot be reached, Gwinnett may then negotiate with the second-ranked service provider and so on until a satisfactory agreement has been reached.

VII. GENERAL REQUIREMENTS OF PROPOSERS

1. All changes in the request for proposal will be communicated via written addendum. Verbal information obtained otherwise will NOT be considered in award of this project. It is the responsibility of the service provider/respondent to ensure that they have all addenda prior to the proposal due date, and the service provider/respondent should include acknowledgment of all such addenda on the provided "Service Provider Information Page".
2. One single-sided, unbound original, three (3) bound copies, and one (1) digital copy on a flash drive should be submitted. All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing service provider. The proposer is responsible for assuring delivery on or before the stated date and local time as well as for any associated delivery costs. Proposals must be signed in ink by a company official who has authorization to commit company resources and negotiate pricing and terms.
3. Proposals should be submitted in a sealed envelope/package addressed to: Gwinnett County Department of Financial Services, Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30046 and should be identified with the proposal number and company name on the outside. Allow adequate time for delivery of their proposal either via hand delivery, postal service, or other delivery means.
4. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.
5. Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities and informalities as deemed in its best interest.
6. Successful service provider is required within ten (10) days of the Notice of Award to provide the following:
 - (a) Certificate of Insurance as specified in this proposal document.
 - (b) Two (2) properly executed contract documents.
 - (c) Two (2) properly executed Business Associate Agreement.

Failure to provide these items in a timely manner when requested may be grounds for re-award to next highest scoring service provider.

7. The service provider will be expected to sign a contract for this project. A "Sample" of Gwinnett County's Standard Service Provider Contract and a "Sample" Gwinnett County's

Business Associate Agreement are included. Any changes or modifications to the Agreement requested by the contractor must be stated in writing in the proposal response.

8. Exceptions to the requirements of this request for proposal **must** be clearly stated in the proposal/response.

NOTE: The County will take into account any exceptions to the request for proposal requirements and/or in its scoring and evaluation process and respondents are strongly encouraged to address and comply with the requirements included herein. Failure to address the items of this request for proposal could be reflected in the scoring.

SUBMIT SEPARATELY IN A SEALED ENVELOPE

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SECTION A PROPOSAL FEE SCHEDULE

Section A- Drug Screening, Breath Alcohol Testing, and Drug and Alcohol Random Selection				
Item #	Description	Approx. Annual Qty.	Unit Price	Total Price
1.	CDL – Regulated (5 panel)	400	\$	\$
2.	Safety Sensitive – Non-Regulated (5 panel)	700	\$	\$
3.	Safety Sensitive – Non-Regulated (11 panel)	300	\$	\$
4.	Breath	200	\$	\$
TOTAL				\$

Gwinnett County requires pricing to remain firm for the initial term of the Contract. Failure to hold firm pricing for the initial term of the Contract may be sufficient cause for Gwinnett County to declare Proposal non-responsive. Contract to begin February 1, 2022 or upon award by the Board of Commissioners.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4:	_____ % Increase	_____ % Decrease	Explanation _____

COMPANY NAME_____

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SUBMIT SEPARATELY IN A SEALED ENVELOPE
SECTION B PROPOSAL FEE SCHEDULE

SECTION B – Pre-Employment Physicals				
Item #	Approx. Annual Qty.	Description	Unit Price	Total Price
1.	70	SWORN POLICE OFFICER (FULL-TIME/PART-TIME) Standard medical exam to include: <ul style="list-style-type: none"> • Medical History • Physical Exam • Vital Signs • SMAC (Urine Dip Stick for sugar, ketones, protein) • Audio Exam • Vision Exam (to include test to determine if color blind) • Chemical Blood Profile • TB Tine Test • Hepatitis A, B, C Screening • 5- Panel Urine Drug Screen 	\$	\$
2.	30	COMMUNICATIONS OFFICER Standard medical exam to include: <ul style="list-style-type: none"> • Medical History Review • Vital Signs • Audiogram • 5- Panel Urine Drug Screen 	\$	\$
3.	85	FIRE FIGHTER/ PARAMEDIC/FIREMEDIC Standard medical exam to include: <ul style="list-style-type: none"> • Medical History Review • Physical Exam • Vital Signs • SMAC (Urine Dip Stick for sugar, ketones, protein) • Audio Exam • Vision Exam (to include test to determine if color blind) • Chemical Blood Profile • TB Tine Test • Hepatitis A, B, C Screening • Pulmonary Function • Lifting Assessment 100 lbs. to chest • EKG (if over age of 35) • HIV Screening • 11- Panel Urine Drug Screen 	\$	\$

COMPANY NAME _____

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SUBMIT SEPARATELY IN A SEALED ENVELOPE

SECTION B PROPOSAL FEE SCHEDULE

Item #	Approx. Annual Qty.	Description	Unit Price	Total Price
4.	40	<p>CORRECTIONAL OFFICER Standard medical exam to include:</p> <ul style="list-style-type: none"> • Physical Exam • SMAC (Urine Dip Stick for sugar, ketones, protein) • Audio Exam • Vision Exam (to include test to determine if color blind) • Chemical Blood Profile • TB Tine/Skin Test • Hepatitis A, B, C Screening • Lifting Assessment 100 lbs. to waist • 5- Panel Urine Drug Screen 	\$	\$
5.	60	<p>DEPUTY SHERIFF (FULL-TIME/PART-TIME) Standard medical exam to include:</p> <ul style="list-style-type: none"> • Medical History • Physical Exam • Vital Signs • SMAC (Urine Dip Stick for sugar, ketones, protein) • Audio Exam • Vision Exam (to include test to determine if color blind) • Chemical Blood Profile • TB Tine/Skin Test • Hepatitis A, B, C Screening • Lifting Assessment 50 lbs. to waist • 5- Panel Urine Drug Screen 	\$	\$
6.	25	<p>ANIMAL CONTROL OFFICER Standard medical exam to include:</p> <ul style="list-style-type: none"> • Medical History • Physical Exam • Vital Signs • Vision Exam (include test to determine if color blind) • TB Tine Test • Lifting Assessment 50 lbs. to waist • 5-Panel Urine Drug Screen 	\$	\$

COMPANY NAME _____

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SUBMIT SEPARATELY IN A SEALED ENVELOPE
SECTION B PROPOSAL FEE SCHEDULE

Item #	Approx. Annual Qty.	Description	Unit Price	Total Price
7.	3	CRIME SCENE SPECIALIST Standard medical exam to include: <ul style="list-style-type: none"> • Medical History • Physical Exam • Vital Signs • Vision Exam (include test to determine if color blind) • Lifting Assessment 50 lbs. to waist • 5-Panel Urine Drug Screen 	\$	\$
8.	6	COOK Standard medical exam to include: <ul style="list-style-type: none"> • Medical History • Physical Exam • Vital Signs • Vision Exam (include test to determine if color blind) • Lifting Assessment 50 lbs. to waist • TB Tine Test • 5-Panel Urine Drug Screen 	\$	\$
9.	4	SHERIFF'S DEPT. MAINTENANCE TECHNICIAN Standard medical exam to include: <ul style="list-style-type: none"> • Medical History • Physical Exam • Vital Signs • Vision Exam (include test to determine if color blind) • Lifting Assessment 100 lbs. to waist • TB Tine Test • 5-Panel Urine Drug Screen 	\$	\$
10.	3	EVIDENCE TECH & EVIDENCE TECH SUPERVISOR Standard medical exam to include: <ul style="list-style-type: none"> • Medical History • Physical Exam • Vital Signs • Lifting Assessment 50 lbs. to waist • 5-Panel Urine Drug Screen 	\$	\$
11.	50	MISC. POSITIONS REQUIRING PHYSICALS Standard medical exam to include: <ul style="list-style-type: none"> • Medical History • Physical Exam • Vital Signs • SMAC (Urine Dip Stick for sugar, ketones, protein) 	\$	\$
TOTAL				\$

COMPANY NAME _____

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SUBMIT SEPARATELY IN A SEALED ENVELOPE
SECTION B PROPOSAL FEE SCHEDULE

MISC. PRE-EMPLOYMENT SCREENINGS/TESTS		
Item #	Description	Unit Price
12.	Pre-employment physical:	
a.	with lifting assessment	
b.	Chest X-ray (if positive TB tine)	
c.	EKG (If Fire Fighter/EMT or paramedic over age of 35 and if deemed necessary by 3 positive risk factors * identified during physical exam)	
d.	Urinalysis - Micro	
e.	Urinalysis - Dip Stick	
f.	Titmus vision test-extended hearing test (including depth perception)	
g.	Audiogram - extended hearing test	
h.	Blood Profile- Chem Screen (including Hepatitis panel)	
i.	Blood Profile- Chem Screen (including Hepatitis panel and HIV test)	
j.	TB tine test (tuberculosis)	
13.	PA Chest X-ray (deemed necessary by 3 positive risk factors* identified during physical examination)	
14.	EKG (deemed necessary by 3 risk factors* identified during physical examination)	
15.	Comprehensive Back Evaluation (deemed necessary by risk factors identified during physical examination)	
16.	SMAC (For diabetics, or deemed necessary by risk factors identified during physical examination or medical briefing)	
17.	Miscellaneous (Lifting Assessment for labor intensive positions)	

COMPANY NAME _____

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SUBMIT SEPARATELY IN A SEALED ENVELOPE
SECTION B PROPOSAL FEE SCHEDULE

Item #	Description	Unit Price
18.	Regulated panel urine drug screen	
19.	Non-Regulated drug and alcohol screen	
20.	Audio Exam (whisper test)	
21.	Vision Exam (to include test to determine if color blind; Snellen Chart)	
22.	Lifting Assessment (as needed)	
23.	Blood lead test	
24.	Rabies test	
25.	*Fit for duty respiratory test (pulmonary function test)	

Note: Items 12-25 will be used for miscellaneous billing purposes and will not be used in scoring the cost portion of this proposal.

Gwinnett County requires pricing to remain firm for the initial term of the Contract. Failure to hold firm pricing for the initial term of the Contract may be sufficient cause for Gwinnett County to declare Proposal non-responsive. Contract to begin February 1, 2022 or upon award by the Board of Commissioners.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4:	_____ % Increase	_____ % Decrease	Explanation _____

COMPANY NAME _____

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Service Provider Information Page

The undersigned acknowledges receipt of the following addenda, listed by number and date as issued appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

Certification Of Non-Collusion in Proposal Preparation _____
(Signature) (Date)

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein. Offers and agrees, if this Proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Legal Business Name _____
(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID _____

Address _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature _____

Printed Name _____

Telephone Number _____

Email address _____

COMPANY NAME _____

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REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Brief Description of Project _____

Completion Date _____

Contract Amount \$ _____ Start Date _____

Contact Person _____ Telephone _____

E-Mail Address _____

COMPANY NAME _____

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
- 6 Findings Confidential
- 7 Termination of Agreement for Cause
- 8 Termination for Convenience of the COUNTY
- 9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
- 10 Indemnification
- 11 Covenant Against Contingent Fees
- 12 Insurance
- 13 Prohibited Interests
- 14 Subcontracting
- 15 Assignability
- 16 Equal Employment Opportunity
- 17 Anti-Kickback Clause
- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service Provider
- 22 Notices

1 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.
- 1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.
- 1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.
- 1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 SERVICE PROVIDER-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- 1.12 WORK-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.
- 1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

2.2 CONFLICT AND PRECEDENCE

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

3 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the SERVICE PROVIDER'S compensation, which are mutually agreed upon by and between the COUNTY and the SERVICE PROVIDER, shall be incorporated in written Supplemental Agreements to the Agreement.

4 PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The SERVICE PROVIDER shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The SERVICE PROVIDER shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

5 ACCURACY OF WORK

The SERVICE PROVIDER shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensations.

Acceptance of the work by the COUNTY will not relieve the SERVICE PROVIDER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

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

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

7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the COUNTY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or COUNTY employees.

10 INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the

purpose of securing business and that the SERVICE PROVIDER has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both GWINNETT COUNTY and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal.

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

15 ASSIGNABILITY

The SERVICE PROVIDER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by qualified applicants, receive

consideration for employment without regard to race, creed, color, sex or national origin; (3) the SERVICE PROVIDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17 ANTI-KICKBACK CLAUSE

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

18 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, assignee, or transferee.

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'S knowledge and consent.

20 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21 INDEPENDENT SERVICE PROVIDER

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

22 NOTICES

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

Gwinnett County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making award.

"SAMPLE"
Annual Service Provider Contract
RP038-21

Provide Medical Examinations, Drug Screening and other Miscellaneous Job Related Medical Screenings for Employees and Applicants on an Annual Contract with Four (4) Options to Renew

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and, (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence February 1, 2022, for a one year period with four (4) options to renew for an additional one year period.

2. ATTACHMENTS:

This Contract shall consist of the Service Provider's bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, Detailed Specifications, addenda, and change orders issued after execution of the Contract (hereinafter collectively referred to as the "Bid"), which are specifically incorporated herein by reference (Exhibit A). In the event of a conflict between the County's contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.

3. PERFORMANCE:

Service provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

ATTEST:

Signature

Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

SAMPLE BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") dated _____, 20____ (the "Effective Date"), is entered into by and between Gwinnett County, Georgia ("County") and _____ ("Business Associate").

WHEREAS, County and Business Associate have or are entering into agreements or other documented arrangements (collectively, "Business Arrangements") pursuant to which Business Associate may provide services for County that require Business Associate to access health information that is protected by state and/or federal law;

WHEREAS, Business Associate and County desire that Business Associate obtain access to such information in accordance with the terms specified herein;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.**

Business Associate may receive from County health information that is protected under applicable state and/or federal law, including without limitation, protected health information ("PHI") as defined in the regulations at 45 C.F.R. Parts 160 and 164 (the "Privacy Standards") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards if the PHI were used or disclosed by County in the same manner. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement.

2. **Use of PHI.**

Business Associate may use PHI solely for County's benefit and only (i) for the purpose of performing services for County as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. County shall retain all rights in the PHI not granted herein. Use and disclosure of de-identified health information is not permitted unless expressly authorized in this Agreement or in writing by County.

3. **Disclosure of PHI.**

Business Associate may disclose PHI as necessary to perform its obligations under the Business Arrangement and as permitted by law, provided that Business Associate shall in such case: (a) obtain reasonable assurances from any person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity; (b) agree to immediately notify County of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards; and (c) ensure that all disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. If Business Associate discloses PHI received from County, or created or received by Business Associate on behalf of County, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. To the extent permitted by law, Business Associate shall be fully liable to County for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions. Business Associate shall report to County any use or

disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) days of the Business Associate becoming aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by County in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this Agreement.

4. Individual Rights Regarding Designated Record Sets.

If Business Associate maintains a Designated Record set on behalf of County, Business Associate shall (a) permit an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under 45 CFR § 164.524, as it may be amended from time to time, and (b) amend PHI maintained by Business Associate as requested by County. Business Associate shall respond to any request from County for access by an individual within five (5) days of such request and shall make any amendment requested by County within ten (10) days of such request. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying PHI may be charged. Business Associate shall accommodate an individual's right to have access to PHI about the individual in a Designated Record Set in accordance with the Privacy Standards set forth at 45 CFR § 164.526, as it may be amended from time to time, unless the regulation provides for a denial or an exception expressly applies. County shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify County within five (5) days of receipt of any request for access or amendment by an individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set. This section 4 of the Agreement shall become effective on April 14, 2003 or on such later date that compliance with the federal Privacy Standards is required by the regulations, subject to any earlier state law requirements.

5. Accounting of Disclosures.

Business Associate shall make available to County in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR § 164.528, as it may be amended from time to time, incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the Privacy Standards. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of County's request. Such accounting must be provided without cost to the individual or to County if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the County and the County informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting shall be provided as long as Business Associate maintains PHI. This section 5 of the Agreement shall become effective on April 14, 2003 or on such later date that compliance with the Privacy Standards is required by the regulations, subject to any earlier state law requirements.

6. Withdrawal of Consent or Authorization.

If the use or disclosure of PHI in this Agreement is based upon an individual's specific consent or authorization for the use of his or her PHI, and (i) the individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Standards expressly applies.

7. Records and Audit.

Business Associate shall make available to County and to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of County for the purpose of determining County's

compliance with the Privacy Standards or any other health oversight agency, in a timely a manner designated by County or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify County immediately upon receipt by Business Associate of any and all requests served upon Business Associate for information or documents by or on behalf of any and all government authorities.

8. **Notice of Privacy Practices.**

County shall provide to Business Associate its Notice of Privacy Practices ("Notice") when adopted and any amendments thereafter. Any use or disclosure permitted by this Agreement may be amended by Such Notice. Business Associate agrees that it will abide by the limitations of any Notice published by County of which it has knowledge. The amended Notice shall not affect permitted uses and disclosures on which Business Associate has relied prior to the receipt of such Notice.

9. **Confidentiality.**

Business Associate shall take any steps required to (i) protect PHI from unauthorized uses or disclosures and (ii) maintain the confidentiality and integrity of PHI. Prior to any permitted disclosure of PHI, Business Associate shall require the person or entity to which it intends to disclose PHI to assume all of the same duties with respect to PHI that Business Associate has under this Agreement. Business Associate shall be fully liable to County and any affected individuals for any acts, failures or omissions of Recipients as though they were its own acts, failures or omissions.

10. **Term and Termination.**

10.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this section 10, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms; and provided that the effective date of Sections 4 and 5 shall be in accordance with the provisions of those sections.

10.2 County shall have the right to terminate this Agreement for any reason upon thirty(30) days written notice to Business Associate.

10.3 County, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

(1) Business Associate shall fail to observe or perform any material covenant or agreement contained in this Agreement for ten (10) days after written notice thereof has been given to Business Associate by County; or

(2) A violation by Business Associate of any provision of the Privacy Standards or applicable federal or state privacy law.

10.4 Upon the termination of all Business Arrangements, either party may terminate this Agreement by providing written notice to the other party.

10.5 Upon termination of this Agreement for any reason, Business Associate agrees either to return to County or to destroy all PHI received from County or otherwise through the performance of services for County, that is in the possession or control of Business Associate or its agents. In the case of

information for which it is not feasible to "return or destroy," Business Associate shall continue to comply with the covenants in this Agreement with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this Agreement shall be cause for County to terminate any Business Arrangement.

11. **Indemnification.**

Business Associate will indemnify, defend and hold County and its officers, directors, employees, agents, successors and assigns harmless, from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim based upon any breach of this Agreement by Business Associate or similar breach by Recipients ("Claim"). If Business Associate assumes the defense of a Claim, County shall have the right, at its expense, to participate in the defense of such Claim, and Business Associate shall not take any final action with respect to such Claim without the prior written consent of County.

12. **No warranty.**

PHI is provided to business associate solely on an "as is" basis. County disclaims all other warranties, express or implied, including, but not limited to, implied warranties of merchantability, and fitness for a particular purpose.

13. **Ineligible persons.**

Business associate represents and warrants to County that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify County of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give County the right to terminate this Agreement immediately for cause.

14. **Miscellaneous.**

14.1 **Notice.** All Notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; (c) overnight delivery service with proof of delivery; or (d) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

COUNTY:

BUSINESS ASSOCIATE:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, Ga 30046
770-822-7915

Attention: _____
Tel. No.: _____
Fax No.: _____

14.2 **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived

unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

14.3 **Assignment**. Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, County shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of County without the prior approval of Business Associate.

14.4 **Severability**. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

14.5 **Entire Agreement**. This Agreement constitutes the complete agreement between Business Associate and County relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Privacy Standards, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

14.6 **Governing Law**. This agreement shall be governed by and interpreted in accordance with the laws of the state of Georgia. Jurisdiction and Venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in Gwinnett County.

14.7 **Equitable Relief**. Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause County irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that County shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as County shall deem appropriate. Such right of County is to be in addition to the remedies otherwise available to County at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by County.

14.8 **Nature of Agreement**. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. This Agreement does not express or imply any commitment to purchase or sell goods or services.

14.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY:

BUSINESS ASSOCIATE:

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County Board of Commissioners

By: _____
(Name)

Date: _____

(Title)

Date: _____



RP038-21 Provide Medical Examinations, Drug Screening and other Miscellaneous Job Related Medical Screenings for Employees and Applicants on an Annual Contract Renew

CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose (*complete only section 4 below*)

Disclosed information below (*complete section 3 & section 4 below*)

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20____
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public

Title of Authorized Officer or Agent of Contractor	(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcountry.com

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

(For projects less than \$5,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ✓ Insurance company must be authorized to do business in the State of Georgia.
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
*See above note regarding Professional Liability
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

FAILURE TO RETURN THIS PAGE MAY RESULT IN THE REMOVAL OF YOUR COMPANY FROM THE COMMODITY LISTING

Buyer Initials: DG

RP038-21

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

Do not offer this product or service; remove us from your bidder's list for this item only.

Specifications too "tight"; geared toward one brand or manufacturer only.

Specifications are unclear.

Unable to meet specifications

Unable to meet bond requirements

Unable to meet insurance requirements

Our schedule would not permit us to perform.

Insufficient time to respond.

Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS, AND CONDITIONS

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the Proposal and print or type his or her name on the schedule. The person signing the Proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of solicitations for the sale of real property, individuals, firms, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee, or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm, or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013, and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized, and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each proposer should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc., shall not be used. The known earliest date or the minimum number of calendar days required after receipt of the order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday, and holidays in the number).

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc., must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the Proposal. Any information given to a prospective proposer concerning a request for Proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the Proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to Proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal

number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where Proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of Proposal. Withdrawal of bid bond, for this reason, must be done in writing. Suppliers who fail to request withdrawal of Proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VII. F.O.B. POINT

Unless otherwise stated in the request for Proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered, and the Contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the Contract, for which the contractor is not the patentee, assignee, or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the Proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the Proposal when required in the proposal package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of Proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount on the date of the County check.

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the Contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities, and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole Proposal, only part of the Proposal, or none of the Proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest-ranked firm are unsuccessful, the County may then negotiate with the second-ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within a reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County

may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

The County will furnish no material, labor, or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for Proposal shall constitute grounds for rejection of Proposal.

XV. CONTRACT

Each Proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted Proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending Contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the County shall pay the contractor interest at the rate of ½% per month or pro-rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Proposer declares that the Proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities and that the Proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The Contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his Proposal unless extended in writing by the Purchasing Director shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days' written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the Contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their Proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS

The County may choose not to accept the Proposal of one who is in default on the payment of taxes, licenses, or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State proposers are required to provide evidence of a certificate to do business in any town, County, or municipality in the State of Georgia or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities

Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of Gwinnett County should be directed to Susan Canon, ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas but may not materially alter any document language.

XXVII. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013, State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the Contract.

The Purchasing Division Director, with the assistance of the Performance Analysis Division, shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the Contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the Contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation, or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state, and federal legislation, rules, regulation, and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as

may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder, which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1)**.

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXIII. CODE OF ETHICS:

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or Proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the Contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com

XXXIV. PENDING LITIGATION:

A proposal submitted by an individual, firm, or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

A. A vendor may select ePayables payment process, which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an

email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.

- B. A vendor may select Direct Deposit payment process, and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's website and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At the seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building; click [Here](#) for additional information about parking. The Purchasing Division is located in the Administrative Wing.