



April 30, 2025

**REQUEST FOR PROPOSAL
RP015-25**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision of Inmate Healthcare on a Multi-Year Contract** with four options to renew for the Department of Corrections with four options to renew.

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 P.M. local time on May 15, 2025** 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 firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.GwinnettCounty.com.

A pre-proposal conference is scheduled for **10:00 A.M. on May 7, 2025** at the Gwinnett County Corrections Complex located at 750 Hi Hope Rd, Lawrenceville, GA 30043. Though not mandatory, all interested service providers are strongly urged to attend. A tour of the facility will be offered after the meeting.

Questions regarding proposals should be directed to Chelsey Ward, Purchasing Associate II at Chelsey.Ward@GwinnettCounty.com or by calling 770-822-7788, no later than **2:00 P.M. local time on May 8, 2025**. Proposals are legal and binding upon the bidder when submitted. One (1) unbound single sided original (designated as the original) and four (4) bound copies of your proposal should be submitted. One (1) electronic copy of the technical proposal only should also be included. All copies of the proposal must be identical.

All service providers must submit with proposal, a bid bond, certified check, or cashier's check in the amount of five percent (5%) of the total proposal amount. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Successful service providers will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond, and performance bond must have an A.M. Best rating of A-10 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, 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 award on the County website, www.GwinnettCounty.com and service providers submitting a proposal will be notified via email.

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

**Chelsey Ward
Purchasing Associate II**

REQUEST FOR PROPOSAL FOR INMATE HEALTHCARE

1. INTRODUCTION

Gwinnett County is requesting competitive sealed proposals for the provision of Inmate Healthcare Services for the **Gwinnett County Department of Corrections** located at 750 Hi Hope Road, Lawrenceville, Georgia 30043, to include medical, mental health, dental healthcare, and psychiatric personnel and program support services for inmates.

The Gwinnett County Department of Corrections is housed in the Comprehensive Correctional Complex, an 800 bed facility that opened in September 2002. The Correctional Complex contains 512 inmate beds for State and County sentenced inmates and 288 beds for offenders (called residents) sentenced to the Work Release Program. The Work Release Program is a semi-incarceration-sentencing program that allows residents to maintain regular employment while serving non-working hours in custody.

Of the 512 inmate beds, only 448 beds are used at this time and only 222 are dedicated to state inmates sentenced to the Georgia Department of Corrections. These inmates will require full care and coverage. The 2024 average daily population for state inmates was 220.1.

The remaining inmate beds are for County sentenced inmates. These inmates will require full care and coverage. The average daily population for County inmates in 2024 was 33.9.

The medical care provided to residents on the Work Release Program is limited to emergency first response and dispensing prescription medications. This shall be at no charge. The service provider is not generally responsible for medical expenses incurred by residents. However, treatment services shall be provided without cost to residents who have been victimized by sexual abuse while incarcerated. The 2024 average daily population was 112.3.

There are no juvenile inmates at the facility.

2. SERVICE OBJECTIVES

- 2.1. Delivery of high-quality healthcare services that can be audited against American Correctional Association (ACA) and Prison Rape Elimination Act (PREA) standards.
- 2.2. Operate the health services program at full 24-hour staffing and use only licensed, certified, and professionally trained personnel. This includes providing onsite clinicians with access to a centralized team to take crucial steps to stabilize patients and initiate treatments, including approving a 10-13, 24 hours per day, 7 days a week.
- 2.3. Operate the health services program in a cost-effective manner with full reporting and accountability to the County.
- 2.4. Implement a written healthcare plan with clear objectives, policies, procedures, and annual evaluation of compliance including as much in-house medical facilitation as equipped to administer.
- 2.5. Maintain an open collaborative relationship with the administration and staff of the County, working with the security staff to ensure 24-hour inmate medical attention, relieving the security staff of any medical performing functions, i.e. medication dispersion, CPR, etc.
- 2.6. Maintain standards established by the ACA and PREA for health services in correctional facilities. ACA Accreditation and PREA compliance are requirements. The last ACA and PREA audits were done

in 2022. The next ACA and PREA audits are scheduled for June and July of 2025.

- 2.7. Offer a comprehensive program for continuing staff education, including security staff in-services to aid in their ability to work with the medical personnel. Service provider personnel will be required to attend any mandatory Department of Corrections training.
- 2.8. Maintain complete and accurate records of care in compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations and collect and analyze health statistics on a regular basis. Take all necessary steps to prevent unauthorized use or disclosure of inmate Protected Health Information (PHI) and any other Personal Identifiable Information (PII).
- 2.9. Operate the health services program in a humane manner with respect to the inmates' right to basic healthcare services.
- 2.10. Provide effective safeguards over the procurement and distribution of Drug Enforcement Administration (DEA) Schedule I - II drugs and sharp instruments.
- 2.11. Exercise strong performance management techniques to assess (measure) healthcare quality delivery and contract compliance.

3. GENERAL INFORMATION/SUBMITTAL

- 3.1. Service providers seeking an award of a 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 without permission of 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. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the service providers may be disqualified from consideration for award.
- 3.2. The current approximate annual contracted costs for Inmate Healthcare is \$2,056,622.00.
- 3.3. Proposers are encouraged to submit clear and concise responses and excessive length, or extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful service provider for this project, respondents are encouraged to be responsive to the specific range of issues requested in this solicitation. Submission of excessive "boiler plate" information, including sales brochures, is discouraged.
- 3.4. Proposals submitted are not publicly available until an award is made by the Gwinnett County Board of Commissioners. All proposals and supporting materials, as well as correspondence relating to this request for proposal, become the property of the County when received. 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. **An entire proposal cannot be marked confidential.**
- 3.5. The County will consider alternate Correctional Healthcare Service programs proposed.
- 3.6. The 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 as deemed in its best interest.

4. SELECTION PROCEDURE AND SCORING CRITERIA

Proposal response shall include but not be limited to the following:

4.1 Criteria 1: Experience and Qualifications – service provider’s experience in providing similar Correctional Healthcare Programs and ability to meet the requirements of this contract to include:

4.1.1 Introduction

Service provider profile to include: Corporate and staff qualifications to include: title, length of employment, resumes, certifications, licenses and demonstrated qualifications, demonstration of current and past experience in delivering healthcare programs to facilities with a population of 500 or more, date organized to provide healthcare services in correctional facilities, number of years in business, number of employees, corporate office organizational structure, annualized dollars of payroll, and list/amount of all litigation your company has been involved in over the past five (5) years (explain the circumstances in detail).

4.1.2 Minimum Qualifications

To be considered for award of this contract, the service provider should meet the following minimum qualifications:

- a. The service provider must be organized for the primary purpose of providing correctional healthcare services. It is desired that the service provider have five (5) years previous experience but must have two (2) years previous experience with proven effectiveness in providing and administering correctional healthcare programs to facilitate a population of 500 or more.
- b. The service provider must meet specified insurance requirements. Full requirements are located on Pages 29 through 34.
- c. The service provider should have demonstrated experience in attaining/maintaining ACA accreditation and PREA compliance in a correctional facility currently under contract with the service provider. In the absence of experience in attaining ACA accreditation and PREA compliance, the service provider must demonstrate understanding of commitment to those standards. The Department of Corrections is certified as PREA compliant and ACA accredited. Service provider will be required to achieve accreditation within the time frame of the agency.
- d. The service provider must demonstrate its ability to provide a system of technical and medical support to the on-site personnel.
- e. The service provider must have a proven ability for an immediate contract start-up.
- f. The service provider must have demonstrated recruiting capabilities.
- g. The service provider must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
- h. The service provider must secure reasonable and customary contract prices with surrounding hospitals and community off-site specialty medical providers for expenses not governed by Georgia HB 197. There is no cap on off-site care costs.
- i. The service provider must comply with the requirements of the Patient Protection and Affordable Care Act (PPACA).
- j. The service provider must have electronic monitoring for health/medical records.
- k. The service provider must adhere to HB197 billing and payment procedures.

4.1.3 General Requirements

A health appraisal examination must be completed by a qualified healthcare professional for each County and State inmate within two (2) days of arrival, and before entry into a work detail. Weekends and holidays are excluded. A penalty of \$200.00 per day shall be assessed beginning on the 3rd day of incarceration.

The initial health assessment includes, but is not limited to:

- a. A review of the receiving screening results

- b. The collection of additional data to complete the medical, dental, and mental health histories
- c. Mental health evaluation
- d. Dental screening
- e. Vision screening
- f. A recording of vital signs (ie., height, weight, pulse, blood pressure, respiration, and temperature)
- g. A physical examination (including breast, rectal, and testicular exams as indicated by the patient's gender, age, and risk factors)
- h. Laboratory and/or diagnostic tests for communicable diseases including sexually transmitted diseases, when clinically indicated
- i. Tuberculosis screening and/or a review of the intake screening
- j. Initiation of therapy and immunizations, when appropriate
- k. Other tests and examinations as required and indicated

A physician, physician assistant, nurse practitioner, or registered nurse must complete the hands-on portion of the health assessment. The responsible physician documents the review of physician assistant, nurse practitioner, or registered nurse health assessments when significant findings are present.

Inmate health assessments will be updated on an annual basis with elements being repeated based upon age, sex and health needs of the inmate consistent with the recommendations of the American Academy of Family Physicians. Reference: NCCHC: J-E-04; ACA:4C-24, 26.

4.1.3.1 Mental Health Services Requirements:

- a. On-call suicide intervention services – 24 hours per day.
- b. On-call crisis intervention needs – 24 hours per day.
- c. Assess inmates presenting psychosis for psychotropic medication administration.
- d. Facilitate referrals for inmates in need of off-site psychiatric intervention.
- e. Communicate with outside facilities (community, state mental health, correctional, etc.) to report or obtain inmate medical histories and other pertinent information required for proper assessment.
- f. Assess inmates in the case of possible or evident psychosis that poses a danger to the inmate and/or others.
- g. Monitor and supervise the mental health treatment of inmates including medication assessment, therapy decisions, outside referral needs and consultation from outside sources.
- h. A psychiatric contracted service provider is not permitted to prescribe psychotropic medications to state inmates. State inmates requiring psychotropic medications will be transferred to a state facility that provides mental health services and care.

Mental Health Services, Work Release Program- Correctional Complex Requirement for Work Release residents victimized by sexual abuse – ***Applicable to offenders who have been victimized by sexual abuse in any prison, jail, lockup or juvenile facility:***

- a. Access to emergency medical and mental health services and ongoing care.
- b. Offer timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate.
- c. Treatment services shall be provided to the victim without financial cost or medical co-pay.
- d. Provide ongoing medical and mental health evaluation and treatment that includes:
 - i. Follow-up services, treatment plans and, when necessary, referrals for continued care

- following transfer to, or placement in, other facilities, or release from custody
- ii. Mental health services consistent with the community level of care
 - iii. Pregnancy tests to resident victims of sexual abusive vaginal penetration
 - iv. Comprehensive information about and timely access to all lawful pregnancy-related medical services, if pregnancy results from the penetrative sexual abuse incident
 - v. Tests for sexually transmitted infections as medically appropriate
 - vi. Conduct a mental health evaluation of all known offender on offender abusers within 60 days of learning of such abuse history and offer treatment where deemed appropriate by mental health practitioners

4.1.3.2 Daily Triage of Complaints

- a. Health trained personnel shall:
 - i. Be licensed as an LPN
 - ii. Review health care requests daily on the kiosk
 - iii. Complete a face-to-face assessment on all health care requests within 24 hours of submission. A penalty of \$50.00 per day will be assessed for each inmate that has not received a face-to-face evaluation until one has been completed
 - iv. Complete referrals to appropriate upper level provider:
 1. Routine: shall be seen by upper level provider within five days
 2. Urgent: shall be seen by upper level provider within two days
 3. Emergent: shall be seen by upper level provider immediately
 - v. A penalty of \$50.00 per day will be assessed for each inmate that has not been seen in the appropriate referral time frame

4.1.3.3 Sick Call

Sick call shall be held as listed below (excluding holidays). Inmate accounts will be charged \$5.00 for all self-initiated requests for medical services, to include dental work and sports related injuries. Sick Call is at 8 A.M. and 2 P.M. seven days a week, or as needed.

4.1.3.4 Dental Call

Correctional Complex – Dental call shall be two days per week, for a total of twelve (12) hours weekly. The Warden or designee must approve the actual schedule for dental services.

4.1.3.5 Current Staffing Requirements

- a. ***It is expected that the service provider will maintain the staffing required to provide the County with an effective inmate healthcare delivery system that has sufficient numbers and types of health staff to provide adequate, efficient and basic inmate care needs. Remaining compliant with ACA and PREA standards is mandatory.***
- b. A penalty of the contracted rate plus 15% per day will be assessed on vacant hours that are not filled during every one (1) week pay period. Vacant hours include all call outs, no-shows, leave of absences, vacations and vacant positions. Service provider shall not backfill a position with an employee who does not have the same qualifications/licensures for the position noted in the staffing matrices included in the contract. Overtime and agency hours must be utilized to fill daily vacant positions, not hours. Overtime hours and agency hours worked in other positions cannot be used to fulfill another vacant position. Any mandatory training required by the County will count as a fulfilled hour and not be deemed a vacant hour and shall not apply toward the Full Time Employee (FTE) count. Any hours served in a position by personnel with higher qualifications or licensure than required by such position shall be applied to the required daily hours of such position; by way of example, a Registered Nurse may serve the required daily contracted hours of a Licensed Practical Nurse and shall not be deemed vacant and shall not require a credit. In the event that the number of hours actually

provided during any given one (1) week pay period for each position is less than the number of hours required during any given one (1) week pay period for each position in the Staffing Matrices, a monthly credit will be issued for the difference in pay period hours at the contracted rate for each position plus 15%. Staffing hours shall be calculated every one (1) week pay period and a monthly credit shall be issued for one (1) pay periods.

- c. A physician will regularly provide medical services one (1) scheduled days per week plus other days as needed for a minimum total of eight (8) hours weekly. The Warden or designee must approve the days and times for scheduled medical services.
- d. A dentist will provide regularly scheduled dental services two (2) days per week for a total of twelve (12) hours weekly. The Warden or designee must approve the actual schedule for dental services.
- e. Sufficient nursing staff will be provided to meet the service needs. At least one (1) nurse (RN or LPN as required) will be on-site at all time.
- f. A Psychiatrist and Certified Mental Health Counselor will provide regularly scheduled on-site mental health services. The Psychiatrist will provide services one day per week plus other days as needed for a minimum of four (4) hours weekly. The Certified Mental Health Counselor will provide services five (5) days per week plus other days as needed, to include mental health treatment for inmate and/or resident victims of sexual abuse, for a minimum of forty (40) hours weekly. The Certified Mental Health Counselor shall follow-up with the inmate and/or resident victim within 72 hours of the initial incident and again in 14 days. The Warden or designee must approve the days and times for scheduled mental health services.
- g. The provider will be responsible for supplying any needed clerical support staff.
- h. An on-site administrator is required.
- i. Volunteers and students are not included in the staffing plan for delivering basic healthcare services.
- j. Physician time must be sufficient to fulfill both clinical and administrative responsibilities. Clinical duties include, but are not limited to, conducting physical examinations; evaluating and managing patients in clinics; monitoring other providers by reviewing and co-signing charts; reviewing laboratory and other diagnostic test results; and developing individual treatment plans. Administrative responsibilities include, but are not limited to, reviewing and approving policies, procedures, protocols, and guidelines; participating in staff meetings; conducting in-service training programs; and participating in quality improvement and infection control programs.
- k. The State of Georgia permits nurse practitioners or physician assistants under the supervision of a physician to substitute a portion of the physician's time seeing patients.
- l. Licensed healthcare personnel who provide services to inmates are to be appropriately credentialed according to the licensure, certification, and registration requirements for the State of Georgia. A formalized credentialing process to ensure compliance with the standards established by the National Committee for Quality Assurance is expected.
- m. Healthcare practitioners (MD's, DO's, DDS's, DPM's, Psychiatrists, Psychologists, Advanced Registered Nurse Practitioners, Physician Assistants and other independent practitioners) who are authorized to practice independently must be credentialed prior to providing on-site services.
- n. Licensed nursing staff will maintain an active license and certification in CPR.
- o. Medical Assistants must be certified with AAMA (American Association of Medical Assistants) and must hold CPR certification.
- p. Healthcare providers do not perform tasks beyond those permitted by their privileges.
- q. The Health Services Administrator/designee maintains verification of current credentials for all qualified healthcare professionals. These are verified each month to maintain a current unchanged privileged status.

- r. Active prescribers of controlled substances have current individual Drug Enforcement Agency (DEA) registration numbers.

Current Staffing Matrix

The current staffing plan is included as a guideline or template for a staffing scenario. The County is open to considering alternative staffing scenarios. Each service provider is encouraged to offer a different approach to providing the standard of care needed to meet the needs of Gwinnett County Correctional Complex.

Title	Hours	FTEs
HSA	40	1.000
MD	8	0.200
Psychiatrist	4	0.100
Dentist	12	0.300
Medical Records Clerk	40	1.000
Mental Health Worker	40	1.000
RNs	160	4.000
LPNs	84	2.100
CNA	40	1.000
CMA	16	0.400
Totals	444	11.110

4.1.3.6 Hospital Care

When hospitalization of an inmate is required, service provider shall be responsible for the arrangement and payment of all hospital care. The service provider is also responsible for tracking private pay resources by County and/or state-housed inmates for reimbursement to the County. Service provider to screen invoices and provide utilization management to ensure clinical appropriateness of hospitalizations. These costs will be 100% reimbursed. Local hospitals currently used for emergencies and inpatient stays are Northside Hospital (Lawrenceville & Duluth), Eastside Medical Center (Snellville) and Grady Memorial Hospital (Atlanta).

4.1.3.7 Specialty Services

As with hospital care, inmates will periodically require the services of a medical specialist. Service provider shall be responsible for the arrangement and payment of all specialty care. Service provider to screen invoices and provide utilization management to ensure clinical appropriateness of Specialty Services. The County will reimburse the service provider for these expenses. The service provider shall bring high volume specialty care on-site to include radiology and optometry to reduce transport and security burden on the County. Should the loss of the on-site service provider/account occur, the service provider shall obtain a new service provider on site within 30 days. There are no on-site clinics currently held at the Correctional Complex.

4.1.3.8 Emergency Services

Service provider shall make provisions for 24-hour emergency medical and dental care including, but not limited to, 24-hour medical on-call services when necessary.

4.1.3.9 Ancillary Services

Service provider shall be responsible for the provision of all laboratory, X-ray, and other ancillary services as required and indicated.

4.1.3.10 Dental Care

Dental treatment including, but not limited to, temporary fillings, extractions, annual dental cleanings, etc. when the health of the inmate would otherwise be adversely affected as determined by the dentist.

4.1.3.11 Medical Records

All inmates must have a medical record which is kept up to date at all times which complies with problem oriented medical record format and standards. An electronic record referral and utilization sheet shall accompany the inmates at all off-site health encounters. Upon the transfer of state inmates, their medical records/charts will go with them. The medical staff is responsible for compiling the medical records/charts to accompany the transport of state inmates. All procedures concerning the confidentiality of the medical record must be followed. The service provider is the custodian of the records and upon request by the Warden, medical records are to be surrendered. All inmate records are the property of the Gwinnett County Department of Corrections. The County MUST have administrative rights to review and access medical records at any time. The facility prefers to utilize an Electronic Health Records (EHR) program. The service provider awarded the new contract must agree to work with former service provider to have all medical records transferred into the new medical records system for continuity in inmate care. Such EHR cannot be a proprietary system owned or otherwise controlled by the service provider and must be HIPAA compliant. Such EHR must be compatible to other formats in the event the contract is awarded to a new service provider.

Service provider must:

- a. Maintain and follow adequate policies and procedures to prevent unauthorized use or disclosure of PHI and ensure compliance with HIPAA Security Rules. The policies and procedures should include all applicable computer control activities and technologies to protect system availability and PHI stored on Service provider's network. If applicable, steps should be taken to ensure subcontractors adhere to same standards.
- b. Report to the County any use or disclosure of PHI not covered by the contract or law, including incidents considered security breaches or identity theft.
- c. Have the ability to return and/or destroy, per agreement, all electronic PHI received, created or maintained on behalf of the County by the service provider or other third parties.
- d. Designate a security official who is responsible for developing security policies and procedures for the service provider. The security official should provide, upon request, periodic assessments of the adequacy and effectiveness of their information technology control environment applicable to County operations, including compliance with HIPAA Security Rules, quality assurances may include results from information technology and security audits performed by internal audit, business advisory, or external accounting firms.

The following information shows how medical records are kept:

Electronic: All medical records are currently electronic.

Paper: Old medical records prior are kept on site for County inmates.

4.1.3.12 Pharmaceuticals, Medical Supplies and Office Supplies

All prescription and non-prescription medication, medical supplies, forms, office supplies, medical records, books, periodicals, dentures, and eyeglasses will be the responsibility of the service provider. There is no cap on pharmaceuticals. There are no classes of drugs that are excluded, including Hepatitis C treatment and hemophilia replacement. Pharmaceuticals are the responsibility of the awarded service provider and shall not be billed to the County.

All medications must be ordered by the responsible physician and administered by a healthcare professional seven days a week. Medications must be distributed by an LPN or RN. County staff is not to distribute prescriptions. A psychiatric contracted service provider is not permitted to prescribe psychotropic medications to state inmates. State inmates requiring psychotropic medications will be transferred to a state facility that provides mental health services and care.

Records of all medications administered must be maintained.

Currently medication orders are transcribed to the pharmacy electronically or by handwritten prescriptions.

Currently, medications are delivered patient-specific. Medication administration takes an average of one (1) hour using one (1) medication cart. Pill-call is generally three (3) times a day or as often as prescribed by the physician.

Service provider will be responsible for supplying administrative and secure storage of offender owned medications. This includes dispensing prescriptions medications to residents on the Work Release Program. Residents are NOT allowed to have medications in their property while inside the Correctional Complex.

Service provider shall provide a 30-day supply of medications to inmates upon their release.

Service provider shall utilize a pharmacy inventory management system to order, store and distribute medications to patients. The system should track all drug orders from procurement to patient administration and should provide accurate information regarding all drugs that are on-hand. The service provider shall periodically account for drug orders, dispensary and on-hand quantities to identify errors. The service provider shall also provide a computerized, detailed pharmacy audit/accountability log of all medications (narcotics, over the counter, chronic care and patient specific medications) as requested by the Warden or his designee.

Pill-call is generally three (3) times a day or however often as prescribed by the physician.

4.1.3.13 Special Medical Program

For inmates with special medical conditions requiring close medical supervision, including chronic and care, the responsible physician shall develop a written individualized treatment plan. The plan should include directions to healthcare and other personnel regarding their roles in the care and supervision of the patient.

4.1.3.14 Computer System

Service provider shall be responsible for entering scheduled appointments for inmates into the computer system.

4.1.3.15 Administration

Service providers must provide for the clinical and managerial administration of the healthcare program.

4.1.3.16 Support Services

Service providers must demonstrate their ability to manage and support the program they propose. Examples of areas to be discussed include policies and procedures, quality assurance, and cost containment.

4.1.3.17 Administrative

- a. Service provider's staff shall design and implement written policies, procedures and protocol for the healthcare unit and medical staff which shall become the property of the County.
- b. Service provider shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the County.
- c. Service provider's staff shall represent the healthcare unit in discussions with local civic groups or visiting officials as mutually agreed upon by the parties.
- d. Service provider's staff shall properly complete employee evaluations for those employees under their direct supervision. When requested, County staff shall participate in disciplinary hearings of employees.
- e. Service provider shall ensure that the healthcare status of the inmate admitted to outside hospitals is reviewed daily and a report is sent to the Warden or designee each morning to ensure that the duration of the hospitalization is no longer than medically indicated.
- f. Service provider shall ensure that its staff documents all healthcare contacts in the inmate's healthcare record.
- g. Service provider shall ensure that its staff provides the administration of Hepatitis B series vaccinations and yearly TB skin test to departmental employees of the Correctional Complex. Syringes, Hepatitis B and PPD serum will be paid for by the Department of Corrections.
- h. Service provider will appear as needed at any trial, hearing, conference, deposition or other legal proceeding regarding inmate healthcare; will produce certified copies of inmate medical records; and prepare any requested written summary or timeline concerning healthcare rendered to any inmate.
- i. The on-site administrator will ensure that all employees are dressed in appropriate attire per facility regulations.
- j. The service provider shall reply to all requests in a timely manner as requested by the Warden or designee.

4.1.3.18 Standards

All medical services shall be provided in accordance with ACA and PREA standards. Documentation of compliance, licensing and accreditation for all hospitals and/or clinics utilized must be made available to the County upon request.

4.1.3.19 Schedules

- a. All hours shall be spent on-site except as is otherwise expressly agreed to by the Warden or his designee. The Service provider's schedule may be modified upon the mutual agreement of the Warden or designee.
- b. All full-time contractual employees shall be on-site for at least 40 hours per week. Telemedicine is NOT acceptable to cover service provider hours.
- c. All contractual employees shall be required to comply with facility check-in/check-out security procedures.
- d. The County is contracting for staff and services to be provided by the Service provider. Should the level of services to inmates required by the contract decline due to a position vacancy, the Service provider will be responsible for replacement personnel. All replacements shall be subject to the Warden's approval.
- e. The service provider shall have all county access/ID badges returned immediately to the on-site administrator upon employee termination/resignation. Failure to do so will result in a one-time penalty of \$50.00 per access/ID badge.
- f. Paid Time Off (PTO) is NOT included in on-site hours. Administrative positions, such as HSA, Administrative Assistant, and Medical Records Clerk, will not be required to be backfilled for commonly recognized holidays. However, all medical positions must be

backfilled or compensated in accordance with the request for proposal.

- g. Community based meetings, court appearances and community outreach shall be included in on site hours.

4.1.3.20 Security

Service provider's personnel shall be subject to all the security regulations and procedures of the Gwinnett County Department of Corrections.

The County will be responsible for running **criminal** background checks on service provider's personnel. The service provider is responsible for credentialing or any other required checks.

4.1.3.21 Referrals

- a. Service provider shall make referral arrangements with medical specialists, **subject to the approval of the County**, for treatment of those with problems that may extend beyond the scope of services provided on-site. Referrals should be to providers located within the County, unless authorized by the County. The service provider shall pay all costs of such specialists and services. The service provider shall pay all upfront costs of such specialists and services. These costs will be 100% reimbursed.
- b. The cost of all hospitalization outside of the facility will be the responsibility of the service provider. The County will file all necessary claim forms with the Georgia State Department of Corrections for reimbursement of medical costs exceeding \$1,000.00 on State inmates.
- c. In the event of an emergency, the service provider shall provide and pay for all emergency care, emergency transportation, and referrals to appropriate hospitals and physicians for inmates. The current ambulance service provider is Gwinnett County Fire and Emergency Services. Medical care provided to residents of the Work Release Program is limited to emergency first response and dispensing prescription medications.
- d. Service provider shall negotiate contract savings on services performed.

4.1.3.22 Quality Assurance/Action Program

- a. Service provider shall provide in-service medical and mental health education programs for the County and the service provider's personnel.
- b. Service provider shall maintain personnel files in the healthcare unit on contractual personnel which will be made available to Gwinnett County Administrators upon request.
- c. Service provider shall institute a quality assurance program consistent with the County's Medical Quality Assurance Program, which may include but may not be limited to audit and medical chart review procedures.
- d. Periodic meetings (at least once per month) shall be held between facility administrative officials, Facility staff, and appropriate contractual personnel to review significant issues and changes and to provide feedback relative to the Quality Assurance/Action Program so that any deficiencies or recommendations may be acted upon. Also, when requested by the County, the service provider will provide appropriate personnel to participate in department meetings. The Department of Corrections will provide advanced notification of said meetings.

4.1.3.23 In-Service Training

Service provider shall provide appropriate in-service educational programs. All full-time healthcare staff, except for dentist and physicians, will receive 24 hours of in-service training per year. Selected training topics will be identified on an on-going basis through the Quality Assurance Program.

4.1.3.24 Orientation of New Employees

- a. Service provider shall be responsible for ensuring that all new healthcare personnel are provided with orientation regarding medical and mental health practices on-site. Orientation regarding facility operations will be the responsibility of facility administrative officials. Service provider employees shall attend all mandatory department training.
- b. Service provider shall distribute a written job description to each member of the healthcare staff that clearly delineates his/her assigned responsibilities. Service provider shall monitor performance of healthcare staff to ensure adequate job performance in accordance with these job descriptions.

4.1.3.25 Adjustments to Price

Should the County and the service provider mutually agree to a change in the scope of the program during the contract term, the service provider, and or the County, will be allowed to adjust the contract mutually agreed upon price accordingly. Any changes to the contract will require an executed change order.

4.1.3.26 Modifications and Amendments to the Contract

Changes in contractual provisions of services to be furnished under the contract must be made only in writing and must be approved mutually by an authorized agent of the service provider, the Warden of the Gwinnett County Department of Corrections, the Gwinnett County Purchasing Division, and possibly the Gwinnett County Board of Commissioners.

4.1.3.27 Security of Inmate Files

Inmate files are of a confidential nature. The service provider's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by the County. The service provider shall comply with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will execute all documents and agreements required by said act.

4.1.3.28 Assignment

Service provider shall give full attention to the faithful execution of the contract, shall keep the contract under his control, and shall not by power of attorney or otherwise assign the contract to any other party.

4.1.3.29 Abandonment or Delay

If the work to be done under this contract shall be abandoned or delayed by the service provider, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the service provider, the County may annul the contract or any part thereof if the service provider fails to resolve the matter within ninety (90) days of the County's notice.

4.1.3.30 Service Provider's Cooperation

Service provider shall maintain regular communications with the facility administrative officials and shall actively cooperate in all matters pertaining to this contract. The HSA attends regular staff meetings to advise any medical issues.

4.1.3.31 Responsibility

Service provider shall at all times observe and comply with federal, state, local and municipal laws, ordinances, rules, and regulations in any manner affecting the contract.

4.1.3.32 Public Information

Neither the service provider nor the County shall publish any findings based on data obtained

from the operation of this contract without the prior written consent of the other party, whose written consent shall not be unreasonably withheld.

4.1.3.33 Research

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Warden. The conditions under which the research shall be conducted shall be agreed upon by the service provider and the County and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmates' participation as a subject.

4.1.3.34 Liability

Service provider shall not be responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the service provider that made performance impossible or illegal.

4.1.3.35 Requirements Contract

During the term of the contract, the service provider will furnish all of the services specified in this request for proposal. The service provider understands and agrees that this is a requirements contract and the County will have no obligation to the service provider in providing service provider's services.

4.1.3.36 Payment Schedule

Monthly payments to the service provider will be based on 1/12 of the annual contract cost. Claims incurred shall be paid on a weekly basis. A weekly claims detail shall be provided to the facility liaison. The liaison will validate and approve the payment of the claims, normally within a 30-day period.

4.1.3.37 Reports to be Provided

Service provider will provide monthly reports to the Warden or designee. These reports shall contain analysis of the healthcare services provided. The actual description and format of such reports will be mutually agreed upon by the contracting parties. From time to time, there will be a need for a report to be drafted so the Public Information Officer or Warden may present general information to the press or public. The service provider shall make every effort to expedite these requests in a timely manner.

4.1.3.38 Disposal of Infectious Waste

The County will contract out for the disposal of biohazards and infectious wastes and sharps containers and disposal are to be the responsibility of the service provider.

4.1.3.39 Right to Audit and Inspect

The County reserves the right to audit and inspect service provider records regarding County billings, invoices, claims and other documentation regarding the account at any time.

4.1.3.40 Adjudication of claims for the Gwinnett County Police Department

Service provider shall adjudicate claims for the Gwinnett County Police Department with local Emergency Room facilities to include negotiating applicable discounts not governed by HB 197. Service provider is required to provide separate reporting for the Police Department.

The claims processed for the Police Department have been as follows:

Year	Number of Claims	Total Paid
2020	219	\$201,903.43
2021	126	\$67,147.95
2022	163	\$273,517.81
2023*	84	\$56,129.95
2024	163	\$161,743.97

Note* - July 1, 2023 – December 31, 2023

All Claims processed for the Gwinnett County Police Department will be paid for with Gwinnett County Police Funding. The County desires to incorporate these services into the Inmate Healthcare Contract in order to streamline the process of contract negotiation (volume discounts).

4.1.3.41 Telemedicine

Medical staff may NOT perform any work for other counties/municipalities while on-site at Gwinnett County Correctional Complex.

Telemedicine may NOT be used to provide services under this contract.

4.1.3.42 Sanitation of Medical Equipment

It is the responsibility of the service provider’s medical staff to ensure that all medical equipment is properly cleaned and sanitized after use.

4.1.4 Services

4.1.4.1 On-site and off-site services

Briefly state how all on-site and off-site healthcare services will be provided. Please include services for resident victims of sexual abuse. The service provider must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the bidder plans to approach the task. A reinstatement of tasks taken from the "scope of work" section of the request for proposal will **not** be considered responsive. Explain your contract negotiation procedures for off-site services.

4.1.4.2 Personal Services

In this section the service provider should discuss the following topics:

- a. Recruitment practices
- b. Equal employment opportunities
- c. Licensure/certification requirements
- d. Staff training and personnel development
- e. Orientation of new personnel
- f. Employee assistance program
- g. Continuing education
- h. In-service training
- i. Performance review

4.1.4.3 Program Support Services

In addition to providing on-site services, off-site services and personnel services, the service provider will also be expected to provide professional management services to support the medical program in the County.

These additional program support services are as follows:

- a. Medical Audit Committee - the proposal shall indicate the method to be used in instituting and maintaining a Medical Audit Committee (MAC). The committee shall be responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the medical program in the County. The objectives of the committee are to assure that quality healthcare services are available to all inmates. The company shall identify the membership of the committee and how often the committee will meet.
- b. Quality Assurance Program - specify guidelines for a Quality Assurance Program (QAP). The medical director will establish a program for assuring that quality healthcare services are provided to inmates. The QAP will evaluate the healthcare provided to inmates both on-site in the County facilities and at off-site areas for quality, appropriateness and continuity of care.
- c. Cost containment program - specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism by which the company plans to control healthcare costs, areas where cost savings will be achieved, and evidence of the success of such a program at other contract sites.
- d. Management information system - indicate the methods to be used in implementing a system for collecting and analyzing the trends in the utilization of healthcare services. Service provider must provide a copy of the format to be utilized for reporting the data.
- e. Complaint procedure - specify the policies and procedures to be followed in dealing with complaints regarding any aspect of the healthcare delivery system and in accordance with County regulations.
- f. Policies and procedures - the proposal shall indicate the method the company will follow in establishing and revising healthcare policies and procedures.
- g. Strategic planning and consultation - the service provider shall indicate its capability for strategic operational planning and medical and administrative consultation.
- h. List hospitals in the County and Atlanta metro area you currently have a contract with for inpatient and/or non-emergency related services. Define discount arrangements.
- i. Explain cost savings procedures:
 - purchase of drugs/medicines (pharmaceuticals)
 - off-site providers
 - hospitals
 - utilization management
- j. List any deviations to the sample contract in your proposal submittal. These must be reviewed and approved by your legal counsel prior to proposal submission.

4.1.5 Medical Equipment

The Gwinnett County Department of Corrections owns the existing medical equipment and office furnishings. If additional equipment or furnishings with a value of \$1,000 or more is required during the term of the contract, a written list of equipment and justification of need should be forwarded to the Warden or designee for consideration and processing. If the service provider determines that additional equipment will be required prior to start-up, that list shall be included as part of the proposal.

The provision of equipment and furnishings with a purchase cost of less than \$1,000 will be the responsibility of the service provider. Upon contract termination, equipment purchased by the service provider will become the property of the Gwinnett County Department of Corrections.

Gwinnett County's Correctional Complex will provide the following equipment:

(One of each item unless noted otherwise)

Dental:	Medical:
Dental Delivery System	Wall Diagnostic System (2)
Vacuum Pump	Otoscope (2)
Air Compressor	Transformers (2)
DEXIS Digital X-Ray Sensor w/software	Direct Ophthalmoscope (2)
Dental Stool	Specula Dispenser
Dental Assistant Stool	Digital Thermometers (2)
Autoclave Sterilizer	Sphygmomanometer on 5-leg stands (2)
Mobile Dental Instrument Trolley (2)	Walker
	Crutches
	Wheelchairs (2)
	Stretcher
Officer Furnishings:	Exam Tables (2)
Computers (Medical records clerk and dentist Workstations)	Exam Lights (2)
Office Chairs	Exam Room Stool (2)
Telephones	Mayo Stands (2)
Medical Records Filing/Storage System	Privacy Screens (1)
	Waist-Level Digital Physician Scale
	Vital Signs Monitors w/Blood Pressure & Oral Thermometer
Appliance:	IV Poles (4 Wheel Steel Bases) (3)
Frigidaire 4.4 Cu. Ft. Compact Refrigerator w/Freezer	Sharps Disposal System (3)
	Step on Trash Cans (biohazard containers) (3)
	Pill Call Carts (2)
	Rolling Stand/Tables (2)
	AED Machine
	Oxygen Tanks (2)
	EKG Machine
	Compressor Nebulizer Systems

4.1.6 Infrastructure/Network

Service provider shall provide their own infrastructure/network. All cables, data drops, etc., are the responsibility of the service provider. All wiring must be approved by Gwinnett County Department of Information Technology. It is not acceptable to have exposed cables, etc., for security reasons. Wireless is available, but the service provider is responsible for setting up their own connection for medical purposes.

EMR cannot be installed on existing County hardware.

Servers should be proposed as stand-alone systems. Any additional racks or equipment required for install is the responsibility of the service provider. There is space available in the existing computer room.

4.1.7 Implementation/Transition

Service providers should propose schedule, implementation, and methodology of contract transition (for staff, systems, medical records, etc.) for a functioning start date of 7/1/25.

4.2 Criteria 2: References - The service provider should provide at least three references of previous inmate healthcare services from correctional agencies of similar size and scope. This should include contact information and a description of the project for each reference. The references should be completed on the form that is provided.

4.3 Criteria 3: Corporate Stability - financial stability, years in business, and the status of ongoing litigation
 Service provider should provide the following:

1. Provide a list of all of your current clients with contact information.
2. Provide a list of all of your former clients within the past five years with contact information and the reason the contract was terminated.
3. In the last five years have you ever terminated a contract prior to the completion of its original term? If so, please provide the name of the client and a brief description of why you terminated the contract.
4. In the last five years, has a client ever terminated a contract with you prior to the completion of its original term? If so, please provide the name of the client and a brief description of why the contract was terminated.
5. Describe your company’s approach to client acquisition and retention. How many new clients have you added in the past two years?
6. Have you ever sued a client or former client? If so, describe the circumstances and the outcome.
7. Have you ever sued a competitor? If so, describe the circumstances and the outcome.
8. Excluding contractual liquidated damages, provide a detailed list of any fines or penalties your company has had to pay to state, local, or federal agencies or shareholders.
9. Describe all instances in the past five years in which you requested additional money beyond what was agreed to in the initial contract.

4.4 Criteria 4: Cost Proposal- total annual cost to provide a complete Healthcare Program, per diem rates, as well as the total cost for all 5 years of the multi-year contract. **Cost proposal to be submitted in a separate sealed envelope.**

Part	Criteria	Points
Part I		
1	Experience and Qualifications	30
2	References	20
3	Corporate Stability	20
Part II		
4	Cost Proposal (submitted in a separate sealed envelope)	30
Sub-Total		100
Part III		
5	Optional Interview	10
Total Points		110

Part I Evaluation: Initially, proposals will be evaluated based on 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 Part I scoring. The selection committee will consist of Department of Corrections staff members and one employee outside the department. The proposals will be evaluated to select the service provider which rates highest according to the criteria listed above.

Part II Evaluation: Service providers may be short-listed for further consideration. The cost proposal 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.

Optional Part III Evaluation: At the County's discretion, or as deemed in the County's best interest, service providers may be short-listed a second time for an interview. At this time, the County may request further information, explanations, clarifications, presentations, interviews, or meetings with some or all of the remaining service providers. The service provider will be responsible for any cost associated with the request for additional information and/or an interview.

The County will then enter contract negotiations with the highest scoring service provider. If an agreement with the highest ranked service provider cannot be reached, the County may then negotiate with the second ranked service provider and so on until a satisfactory agreement has been reached in accordance with the Gwinnett County Purchasing Ordinance.

STATISTICAL DATA

Average Daily Population by Month in 2024:

Month	State	County	Total	WR
January	222.7	28.1	250.8	93.2
February	220.2	23.6	243.8	101.9
March	220.4	28.3	248.7	98.5
April	221.2	35.0	256.2	97.0
May	216.4	37.2	253.6	110.0
June	222.3	34.6	256.9	120.9
July	223.5	37.0	260.5	119.4
August	221.7	31.8	253.5	131.2
September	220.3	34.0	254.3	123.6
October	220.1	38.3	258.4	120.0
November	215.9	40.8	256.7	111.8
December	216.6	38.2	254.8	119.9
Total	220.1	33.9	254.0	112.3

Inmate Population Data:

Year	Total Admission	Total Release	ADP – State	ADP - County
2024	503	497	220.1	33.9
2023	434	418	219.1	22.9
2022	436	454	210.4	23.9
2021	347	295	145.7	33.9
2020	315	417	183.9	59.0

Note: FY 2020 – 2022, inmate population decreased during the COVID-19 pandemic. The state suspended transfers until mid-2022.

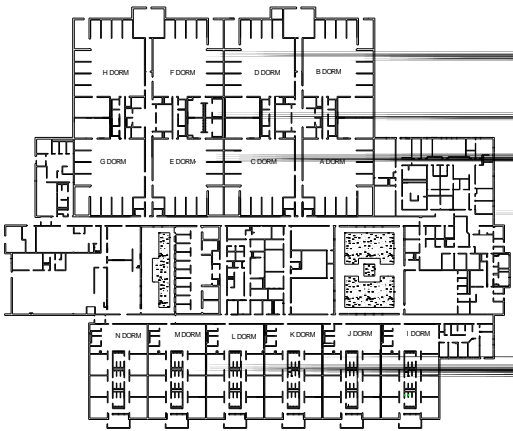
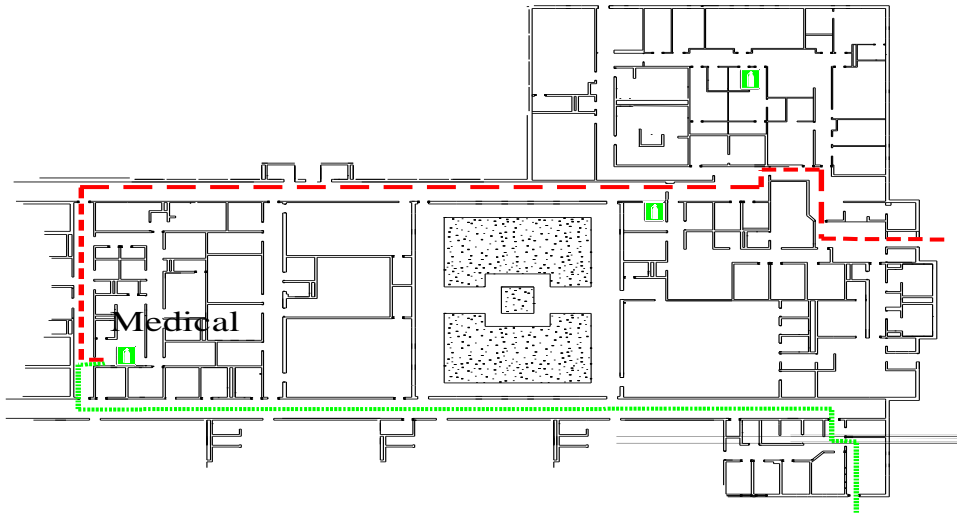
Inmate Program Enrollment

There is an average weekly enrollment of 44 inmates attending inmate programs. Classes include Alcoholics Anonymous, Narcotics Anonymous, Anger/Stress Management, and Drug and Behavior Rehabilitation Classes: Motivation for Change; Moral Reconation Therapy; and Reentry.

The Correctional Complex also offers vocational training, on-the-job training, and GED classes, as well as a structured recreational program. In 2024, staff provided 88,812 hours of vocational training to inmates. Inmates also participated in 1,956 hours of structured recreational programs. These programs aim to enhance inmates physical, emotional, and social well-being.

Month	AA	NA	A/SM	M 4 C	M R T	Reentry
January	14	63	33	0	0	0
February	82	75	0	0	0	0
March	78	96	17	11	0	0
April	69	75	24	17	10	0
May	54	66	40	17	10	19
June	68	59	2	10	9	19
July	72	63	37	13	0	0
August	55	76	20	15	0	0
September	51	57	26	15	0	0
October	93	60	37	30	11	15
November	63	60	0	30	0	15
December	58	49	19	0	0	12
Total	757	799	255	158	40	80

Gwinnett County Correctional Complex Medical Unit Layout



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COST PROPOSAL
(SUBMIT IN A SEPARATE SEALED ENVELOPE)

DESCRIPTION	YEAR ONE TOTAL COST	YEAR TWO TOTAL COST	YEAR THREE TOTAL COST	YEAR FOUR TOTAL COST	YEAR FIVE TOTAL COST	TOTAL COST
Inmate healthcare services to include: medical, mental, dental, healthcare personnel and program support services for the Gwinnett County Correctional Complex. This amount should be based on a maximum of 448 inmates, 222 state sentenced and 226 County sentenced.	\$	\$	\$	\$	\$	\$
Inmate population exceeding 448 inmates, state per diem (per inmate per day)	\$	\$	\$	\$	\$	\$
Inmate population exceeding 448 inmates, state per diem (per inmate per day)	\$	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$	\$

OPTIONAL PRICING*

Description	Discount
1) If stop loss insurance is offered, state the recommended threshold and annual cost.	1) Recommended threshold for individual _____
2) If yes, define if self-insured or give name of vendor providing coverage.	2) Recommended threshold for aggregate _____
3) Define if stop loss is individual or aggregate.	Annual Cost for Department of Corrections, Correctional Complex _____

*This is for informational purposes only and will not be used in the cost scoring.

SERVICE PROVIDER: _____

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Service Provider Information Page

The services to be performed under this Agreement shall commence upon final execution of the contract document. The initial term of this Agreement shall be through December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of five (5) years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

Certification Of Non-Collusion In Bid Preparation _____
Signature Date

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

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

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of quote 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 quote schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Service providers should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to vendors.

Legal Business Name _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ E-mail address _____

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REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been performed in the past five years.

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 _____

Service Provider Name _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ALTERNATE REFERENCES

Gwinnett County requests two (2) alternate references where work of a similar size and scope has been performed within the past five years. Alternate references may be contacted if the County is unsuccessful in reaching one or more of the references provided on the Reference Sheet.

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 _____

Service Provider Name _____



**PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS
(FOR PROJECTS LESS THAN \$5,000,000)**

Insurance:

Contractor shall provide evidence of insurance for at least the coverage and amounts set forth below. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Gwinnett County Board of Commissioners. The Contractor and their Subcontractor's/Vendor's Certificate of Insurance shall require that the County be notified in writing thirty (30) days prior to cancellation, modification or non-renewal of any insurance policy listed on Certificate. Upon request, Contractor shall provide the County with certified copies of all required insurance policies.

A. Minimum Coverage

Commercial General Liability (Occurrence Form):

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsement CG 20 10 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) and CG 2037 (edition dates of 07/04, 04/13, 12/19 or a substitute endorsement providing equivalent coverage) must be provided with your Certificate of Insurance.)
- Primary and Non-Contributory Endorsement to be specified in writing
- Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
- 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
- Include Waiver of Subrogation in favor of Gwinnett County Board of Commissioners
- If project or operations are within 50 ft of a railroad, Contractor is required to name the specific Railroad as an Additional Insured and provide a copy of the Additional Insured Endorsement CG2417 or its equivalent.
- In the event the General Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Automobile Liability to include:

Combined Single Limit – Each Accident \$1,000,000

- Comprehensive form providing coverage for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of all owned, non-owned, leased, hired, borrowed vehicles, and any other statutorily required automobile coverage.
- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Coverage to include loading and unloading
- Contractual Liability

Worker’s Compensation & Employer’s Liability Coverage to include:

Workers Compensation	Georgia State Statutory Limits
Employers Liability	
Bodily Injury by Accident – Each Accident	\$ 500,000
Bodily Injury by Disease – Policy Limit	\$ 500,000
Bodily Injury by Disease – Each Employee	\$ 500,000

- Waiver of Subrogation in favor of Gwinnett County Board of Commissioners

Umbrella/Excess Liability Insurance with policy limits as determined by Contract Sums (higher limits may be required depending on the extent of contract):

Each Occurrence and Aggregate Limit \$1,000,000

- Gwinnett County Board of Commissioners to be named as Additional Insured
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- Concurrency of Effective Dates with Primary
- Blanket Contractual Liability
- Drop Down Feature
- Umbrella Policy must be as broad as the primary policy.
- Coverage excess over General Liability, Business Auto Liability, and Employers Liability
- In the event the Umbrella/Excess Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work.

Builder’s Risk Insurance or Installation Floater Insurance (with the exception for work where the County secures project Builders Risk):

On all new structures, bridges, overpasses, culverts, and railroad crossings, the Contractor shall purchase and maintain insurance in an amount sufficient to cover the full contract amount, from a company licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia (“Insurance Commissioner”), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.

Property Insurance:

The Contractor is fully and solely responsible for any physical loss or damage to all tools, equipment, construction office trailers and their contents, vehicles or any other personal property utilized in the

performance of the Contractor’s work. Contractor agrees to waive its rights of recovery and cause its insurers, if any, to waive their rights of subrogation against Owner and Company for any such damage or loss, however caused.

Professional Liability (Errors and Omissions):

Claim/Wrongful Act: \$1,000,000 limit of insurance

General Aggregate: \$2,000,000 limit of insurance

- In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years or applicable statute of limitation period following completion of the work, unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the Contractor shall notify the Insurance Manager. If the Director of the Department for which the Contractor is doing the work and the Insurance Manager both agree that such coverage is not commercially reasonably available (such agreement not to be unreasonably withheld), the Contractor may for the period such coverage is not commercially reasonably available, elect not to provide such coverage.

Pollution Liability Insurance: Applies if scope of work requires the handling and/or transportation of hazardous materials including, but not limited to, asbestos, lead, silica, contaminated soil, or any other hazardous material as defined by applicable law. Could add “or scope of work involves grading, concrete, de-watering, underground utilities, exterior insulation and finish systems (EIFS); fire protection; HVAC; plumbing; roofing; exterior siding, stucco, or skin of any type, flashing, installation of skylights, windows, storefronts, or exterior doors; waterproofing, exterior sheet metal; rough carpentry; or any other trades as The County may designate”, then the following Pollution Liability Insurance shall meet or exceed the following minimum requirements:

Per Incident Limit	\$1,000,000
Aggregate Limit	\$2,000,000

- Limits for Bodily Injury, Property Damage, Environmental Damage or Clean-Up Costs, including coverage for Non-Owned Disposal Sites.
- For Subcontractors whose scope of work includes transportation of hazardous materials, the insurance must also include coverage for pollution conditions arising from the transportation of hazardous materials.
- Whether written on an “Occurrence” basis or on a “Claims Made” basis, coverage shall either be renewed continuously or shall provide an extended claims reporting period of five (5) years or applicable statute of limitation period following completion of the work.
- Gwinnett County and their respective officers, directors and employees, and any other parties required by The County shall be Additional Insureds during the term of the subcontract agreement and through all applicable statutes of limitation and repose.
- Additional Insured Endorsements must be provided with the Certificate of Insurance
- The policy shall stipulate the insurance afforded to the Additional Insureds applies as primary insurance and that any other insurance carried by the Additional Insureds will be excess only.

Crane Insurance: Applies if any work to be performed involves the use of any owned, leased, chartered, or hired crane of any type:

Occurrence Limit	\$5,000,000
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- Evidence of coverage in the form of a Certificate of Insurance shall be provided to The County prior to start of work.
- Gwinnett County Board of Commissioners and their respective officers, directors and employees, and any other parties required by the County shall be Additional Insureds.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Riggers Liability Insurance:

If any work to be performed involves the rigging, lifting, lowering or moving of property or equipment, then those parties performing such work shall carry Rigger’s Liability Insurance in an amount adequate to insure against the physical loss or damage to the property or equipment in its care.

Crime or Fidelity Insurance:

Limit of Insurance \$1,000,000

- The Contractor shall maintain employee dishonesty and computer fraud coverage including, but not limited to, dishonest acts of Contractor, its employees, agents, subcontractors and anyone under Contractor’s supervision or control.
- Contractor shall be liable for money, securities, or other property of County
- Such coverage shall include an owner coverage endorsement for County and County shall be included as a loss payee.

Cyber Liability Insurance: Applies if scope of work includes the storage or transfer of any County data or sensitive data, including but not limited to personally identifiable, health, or payment card data or the related hosting of database(s) or internet site(s):

Limit of Insurance per Claim \$1,000,000
 Aggregate Limit \$1,000,000

- The Contractor shall maintain insurance coverage for network security and privacy risks, including, but not limited to, insurance for data breach or introduction of virus or malicious codes, consumer notification, whether or not required by law, forensic investigation, public relations and crisis management and credit or identity monitoring or similar remediation services, unauthorized access, failure of security information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties allowed by law.

Aviation Insurance: Applies if scope of work requires the use of aircraft, including helicopters, unmanned aircraft systems (e.g., drones) and/or fixed-wing aircraft:

Maintain (or require aircraft owner or operator to maintain), and Contractor shall furnish proof of Aircraft Liability insurance with minimum limits of \$10,000,000 per occurrence for bodily injury and property damage of all aircraft.

Unmanned aircraft systems, minimum limits of \$2,000,000 for bodily injury, property damage, and personal injury (including invasion of privacy) for unmanned aircraft systems, and guest voluntary settlement bodily injury coverage (for any aircraft except unmanned aircraft systems)

- Such policy shall include contractual liability covering all owned and non-owned aircraft
- If the party providing the Aircraft Liability insurance is not Contractor, then Contractor shall require such party to (a) waive any subrogation rights of recovery they and/or their insurance carriers may have against County and any other indemnified parties and (b) name County and such other parties as Additional Insureds
- The Contractor shall (or shall require aircraft owner or operator) to hire, employ, and utilize pilots certified by the Federal Aviation Administration to operate any such aircraft.

B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an additional insured on General Liability, Auto Liability, Umbrella Liability, Pollution, Crane and Aviation (if applicable) policies.

- C. Gwinnett County should be provided with a minimum of 30 days advance written notice of cancellation, material change, or non-renewal of policies required by the contract.
- D. Certificate Holder should read:
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 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-10 or better.
- F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.
*See above note regarding Professional Liability
- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number.
- H. 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 compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor will state that it is primary over any insurance program carried by the County.
- J. 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.
- K. 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.
- L. The Contractor and its insurer(s) 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.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is 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.
- N. The Contractor shall make available to the County, through its records or records of its insurer, information regarding any claim related to a County project. Any loss run information available from the contractor or their insurer relating to a County project shall be made available to the County upon its request.

- O. Compliance by the Contractor and all Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. 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.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (if required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as set forth in item E above.

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.*****

MULTI-YEAR SERVICE PROVIDER CONTRACT
RP0015-25 Provision of Inmate Healthcare on a Multi-Year Contract

This purchase Contract is entered into by and between Gwinnett County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the "County" and _____, hereinafter designated as the "Contractor". The Contractor hereby agrees to deliver to the County, and the County agrees to pay for those items described in the special provisions to this contract which are attached hereto as Exhibits A and B and by the reference made a part hereof. The parties further agree as follows:

1. TERM

The services to be performed under this Agreement shall commence on _____. The initial term of this Agreement shall be through December 31, 2025. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of 5 years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

2. CONTRACT PRICE AND CONDITIONS

The parties have stated the contract price in the special provisions attached hereto as Exhibits "A" and "B" and by this reference made a part hereof.

3. ASSIGNMENT

The Contractor shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Contract, or any moneys due or to become due hereunder, without the prior written consent of the County.

4. GOVERNING LAW

Each and every provision of this Contract shall be construed in accordance with and governed by Georgia law.

5. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify and hold harmless the County, its Commissioners, agents, and employees from all claims and liabilities arising out of, or resulting from, the performance of this Contract.

6. CONTRACT DOCUMENTS

The County's request for proposals and the Contractor's proposal concerning this matter are fully incorporated in this Contract by reference. In the event of a conflict between the County's contract documents and the Contractor's proposal, the County's contract documents shall control.

7. TERMINATION FOR CAUSE

The County may terminate this Contract for cause upon ten days prior written notice to the Contractor of the Contractor'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.

8. TERMINATION FOR CONVENIENCE

The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Contractor. In the event of the County's termination of this Contract for convenience, the Contractor 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 Contractor, which shall itemize each element of performance.

9. TERMINATION FOR FUND APPROPRIATION

The County may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Consultant. In the event of the County's termination of this Contract for fund appropriation, the Consultant 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 Contractor which shall itemize each element of performance.

(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.

WINNETT COUNTY, GEORGIA

By: _____

ATTEST:

APPROVED AS TO FORM:

SUPPLIER: _____

BY: _____

Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary

(Seal)



CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE 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 their 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 select one of the following:

- 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. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

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



CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
DAY OF , 201

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

For Gwinnett County Use Only:
Document ID #
Issue Date:
Initials:

BONDING AND CONTRACT REQUIREMENTS

General Bond Requirements

1. Bid Bonds - Amount of bond should be 5% of contract amount and submitted with your bid. Gwinnett County form Attached (Attachment A). Failure to use Gwinnett County Bid Bond Form may result in bid being deemed non-responsive and automatic rejection may occur.
2. Performance Bond - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount. **(MUST USE COUNTY FORM)**
3. Payment, Labor and Materials Bonds - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount. **(MUST USE COUNTY FORM)**
4. Bonding company must be authorized to do business by the Georgia Insurance Department.
5. An original/certified copy of the Bonding company's Certificate of Authority or Power of Attorney must be attached to bond. The Certificate of Authority may be obtained from the Georgia Insurance Department.
6. Bonding company must have a minimum AM Best rating of A-5 or higher as stated in Insurance Requirements.
7. Bonding Company must be 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. (Dept. Circular 570; 1992 Revision).
8. After bid opening, vendor has up to forty eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious error made in calculation of Bid. Withdrawal of Bid Bond for this reason must be done in writing within the forty eight (48) hour period. Bid Bond may not be withdrawn otherwise.

Contract Requirements

1. Successful vendor is required to do the following within ten (10) days of notification.
 - A. Return to Purchasing Office contract documents executed by the principal of the company and attested by the secretary or assistant secretary.
 - B. Provide Insurance certificates as specified in the bid documents.
 - C. Provide bonding as required by the bid documents.
2. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty to Gwinnett County, not as a penalty, but as liquidation of damages sustained. At the discretion of the County, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by County forces. The Contract and Contract Bonds shall be executed in duplicate.

Gwinnett County, Georgia
BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Gwinnett County, Georgia, a proposal for furnishing materials, _____ labor, _____ and _____ equipment _____ for:

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Gwinnett County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Gwinnett County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Gwinnett County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Gwinnett County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Gwinnett County, Georgia

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, A.D., 20_____.

ATTEST:

_____	_____
(Principal Secretary)	(Principal)
(SEAL)	By: _____

	(Address)

(Witness as to Principal)

(Address)

_____	_____
	(Surety)
ATTEST:	By: _____
	(Attorney-in-Fact)

_____	_____
Resident or Nonresident Agent	(Address)
(SEAL)	_____

(Witness as to Surety)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

BOND # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

By: _____

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

BOND # _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of

Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

By: _____

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

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

Buyer Initials: CW

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 VENDORS, TERMS AND CONDITIONS**

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for 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 award. 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.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. 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 vendor's 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 submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they**

have all applicable addenda prior to their submittal. This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals 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 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 vendor's request and expense, if items are not destroyed by testing.
- 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 identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal 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 bid or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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 vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. 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 vendor 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 vendor 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 solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal 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 A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. 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 either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be

taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor 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 submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal 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 vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement 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 vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor 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

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

XV. CONTRACT

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's

submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in 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, the consultant agrees to abide by the current state law and: 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, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, 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.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, 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. If Gwinnett County fails to pay the vendor 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 vendor 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 vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal 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 vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, 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 vendor of the vendor'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 vendor. In the event of the County's termination of this agreement for convenience, the vendor 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 vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that 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.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & 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 & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors 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 the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the 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 vendor'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 vendors of their use tax liability on public works projects. Under Georgia law, private vendors 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 (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL 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) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, 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 vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor 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 vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

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. §43-41-17).

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County 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 vendor which may include the vendor'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 an 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. §36-84-1).

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, 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 by any act or omission of the vendor, 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, its commissioners, officers, agents, and employees by any employee of the vendor, 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 vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors 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. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after 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, or vendors 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. Note: See Gwinnett

County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. 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 web site 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 visit the Gwinnett County Treasury Division page 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 seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.