



June 25, 2025

**BL093-25  
INVITATION TO BID**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Respite Care & Personal Care to Gwinnett County Residents on an Annual Contract** with four (4) additional one-year options to renew for the Gwinnett County Department of Community Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. **Bids will be received until 2:50 P.M. local time on July 21, 2025, at the Gwinnett County Financial Services - Purchasing Division - 4<sup>th</sup> Floor Charlotte J. Nash Building, 75 Langley Drive, Lawrenceville, Georgia 30046. NOTE THAT THE PURCHASING DIVISION HAS TEMPORARILY RELOCATED. ALL BIDS MUST BE SUBMITTED AT THIS LOCATION. Any bid received after this date and time will not be accepted.** Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on the website [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

A Webex pre-bid meeting is scheduled for **10:00 A.M. local time on July 8, 2025**. To access, dial 1-408-418-9388, enter Access Code 2330 642 7368. All interested parties are urged to attend. Questions regarding bids should be directed to Jake Scarpone, Purchasing Associate II, at [Jake.Scarpone@gwinnettcountry.com](mailto:Jake.Scarpone@gwinnettcountry.com) or by calling 770-822-8722 no later than 3:00 P.M. on **July 9, 2025**. Proposals are legal and binding upon the bidder when submitted.

Successful contractor(s) will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-7 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 bid documents supersede any verbal or written prior communications between the parties. Gwinnett County reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest.

Award will be made to the supplier submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, [www.gwinnettcountry.com](http://www.gwinnettcountry.com) and companies submitting a bid will be notified via email. We look forward to your proposal and appreciate your interest in Gwinnett County.

Jake Scarpone  
Purchasing Associate II

**The following pages should be returned with your proposal:**

**Bid Schedule, Pages 7-10  
References, Page 11  
Contractor Affidavit, Page 12  
Ethics Affidavit, Page 13  
Required Contract Provisions For Non-Federal Entity  
Contracts Under Federal Awards, Pages 14-21**

## **PROVISION OF RESPITE CARE & PERSONAL CARE TO GWINNETT COUNTY RESIDENTS ON AN ANNUAL CONTRACT**

### **I. BACKGROUND**

1. The Department of Community Services' Health and Human Services Division (HHS) is the designated County Based Agency (CBA) responsible for the provision of senior services for the county. The Gwinnett County Board of Commissioners is seeking qualified providers for respite care and personal care services for Gwinnett County residents. Respite care is provided to caregivers of senior residents suffering from Alzheimer's disease or another related dementia. **The selected provider(s) must demonstrate compliance with the Georgia Department of Human Services' Division of Aging Services Section 208, and 316 Caregiver, In Home Respite Service, and Personal Care Requirements, and any future revisions. These requirements can be found at <https://pamms.dhs.ga.gov/das/hcbs-5300-manual/208/>.**
2. This program assists clients and the caregivers of individuals residing in Gwinnett County. The individual must be aged 60 or older and have a medical diagnosis of Alzheimer's disease or another related dementia. Respite care and personal care services are provided by appropriately trained and/or supervised Georgia Certified Nursing Assistants who attend to the needs of the individual in the same manner as the primary caregiver and in their place of residence.
3. This is an on-demand contract.

### **A. DEFINITIONS**

1. Respite care is defined as the provision of intermittent and temporary substitute care or supervision of frail, functionally impaired and/or cognitively impaired persons on behalf of and in the absence of the primary caregiver, for the purpose of providing relief from stress or responsibilities associated with providing continuous care or supervision, to enable the caregiver to continue the provision of care in the home. Respite care is provided by appropriately trained and supervised paid workers who attend to the needs of the care receiver in the same manner as the primary caregiver, in their place of residence.
2. Personal care is defined as the action of providing personal assistance, stand-by assistance, supervision, or cues for individuals having difficulties with basic activities of daily living such as bathing, grooming, dressing, and/or eating.
3. Caregiver is defined as a family member or other person who normally provides daily care or supervision to a frail or elderly adult with disabilities. The caregiver may or may not reside in the same place as the care receiver.
4. Light housekeeping is defined as the provision of light cleaning such as vacuuming, sweeping, mopping, dusting, assisting with laundry, washing, drying, and storing dishes, bagging, and placing garbage in collection containers. Light housekeeping may also include making beds and changing linens (only while client is out of bed) and cleaning in areas in the home which includes kitchen, bedroom, bathroom, and living room.

## **II. SCOPE OF WORK**

This contract is designated to provide respite care and personal care to seniors, 60 years and older and their caregivers who live in Gwinnett County. The selected provider(s) will receive completed care plans from the County for these designated seniors and their caregivers. Each client will have a different care plan which will include the duration and frequency of service as well as the required tasks to be provided.

The selected provider(s) will identify and schedule staff persons to complete the tasks within the care plan for the duration and frequency listed. Tasks may include, but not be limited to, light housekeeping, assisting with showers or baths, helping in and out of bed, assisting with toileting, providing socialization, assisting with medication reminders and the provision of light meal preparation. Tasks shall be rendered and documented for each visit. Contractor(s) must maintain the service delivery standards, personnel requirements, operating standards, and other requirements as outlined in this scope of work.

### **A. SERVICE DELIVERY STANDARDS**

1. The selected service provider(s) for respite and personal care services must demonstrate compliance with all applicable licensure requirements for private home care providers under the Rules and Regulations of the State of Georgia for the Department of Community Health Private Home Care providers section 111-8-65.10 and any future updates, which can be found at <https://rules.sos.state.ga.us/gac/111-8-65>.
2. Prospective clients shall be assessed by Gwinnett County Senior Services for appropriateness and eligibility. They will then be referred to the selected provider for service initiation. All assessments and documents completed by Gwinnett County staff will be housed at Gwinnett County.
3. The selected provider(s) shall comply with all Federal, State, and Local policies regarding confidentiality.
4. Gwinnett County shall provide ongoing care management, service plan, and supervisory visit compliance according to state regulations.
5. Supervisory visits will be completed by the selected service providers. The supervisory visit will be made every 92 days. This visit includes an assessment of the client's general condition, vital signs, a review of progress, any problems noted, and the client/caregiver's satisfaction with services. Supervisory documentation will be provided to the In-home Services Program Specialist upon completion of visit. Supervisory visits will be monitored and tracked to ensure the selected agency is staying in compliance. If changes are needed, the In-Home Services Program Specialist and team will confirm changes to the agency via an updated care plan.
6. Gwinnett County will provide continuous quality evaluation of the contract through telephone contact, records review, customer satisfaction surveys and other methodologies. An annual audit will be performed.
7. Termination of respite services and/or personal care services, for a given client, will be determined by Gwinnett County as part of the initial referral and/or appropriate follow up communication(s). If a termination request is provided by the client to the service provider, the service provider will communicate to Gwinnett County for follow up. Confirmation will be sent regarding official termination of the clients respite services.

8. The successful service provider(s) shall be capable of providing respite and personal care services with a two-hour minimum. The provider(s) will initiate services within ten (10) calendar days from the date of receiving the referral.
9. Services will be provided Monday – Sunday 8:00 a.m. – 6:00 p.m., including pre-approved holidays. Holidays must be pre-approved in writing by Gwinnett County, and service provider(s) will be required to provide a copy of the preapproval when invoicing for services on holidays.
10. The referral to the service provider(s) will consist of a care plan with basic demographics, emergency contact, tasks assigned, frequency and duration, and any pertinent information deemed by Gwinnett County staff.
11. Tasks can include but are not limited to; helping with activities of daily living for which special qualifications/training is required, but for which a licensed health practitioner is not required, including personal care, bathing, lifting, turning, transferring, providing reminders for, light housekeeping, and assistance with self-administration of medications.
12. Weekly schedule of client visits for the upcoming week (including client name, day, approximate time, and scheduled aide) to be received by Contract Monitor NO LATER than Friday prior. Work hours are Monday-Sunday 8:00 a.m. – 6:00 p.m., depending on the need and caregiver request.
13. Gwinnett County shall perform random checks to ensure aides are providing services per the weekly schedule provided by the successful service provider.
14. The use of sub-contractors will not be allowed under this contract.
15. The selected service provider (s) are not required to have a location in Gwinnett County.

## **B. PERSONNEL REQUIREMENTS**

1. The selected provider(s) must meet all staffing rules and regulations cited by licensing agencies. Information and guidelines are located at State of Georgia Rules and Regulations for Private Home Care Providers: 111-8-65-.09(5) <https://rules.sos.state.ga.us/gac/111-8-65>
2. The selected provider(s) must have a Registered Nurse to meet the State Private Home Care Provider Licensure requirements which are necessary for this contract.
3. The successful service provider(s) and their employees will not provide services to any relative (by blood or marriage) under this contract.
4. The service provider(s) shall provide services with Georgia Certified Nursing Assistants, or equivalent state-approved certification, holding current CPR/FA/AED certification who meets the qualifications and competencies to perform services requested and agreed upon by the client or family.
5. The successful service provider(s) shall be responsible for the required training, certification, and supervision of all personnel used in the performance of the services provided under this contract. Service provider(s) shall be responsible for providing safety equipment and supplies necessary for the protection of their personnel providing services under this contract.

6. Gwinnett County reserves the right to review the respite and personal care worker staff personnel files. Files shall be reviewed for required information such as employment history, qualifications, job description, documentation of orientation/training and yearly performance review, yearly TB screening, CPR, First Aid, AED certification, Gemalto fingerprinting and criminal background check as well as current Georgia Certified Nursing Assistant Certification or comparable training. Other files to be reviewed may include complaints/incident file for action taken and resolution of complaints, etc.
7. The service provider will provide a substitute in the event of a staff absence for all client visits. No outside guest or person unrelated to the provision of service may accompany or attend client visit, nor should any outside visit beyond scheduled services occur.
8. The selected service provider will maintain continuity with all clients' schedule and assigned aides. Gwinnett county understands that schedules and aides may fluctuate, but continuity is the goal for all clients serviced through Gwinnett County. When schedules and/or aides fluctuate all selected service providers must notify the In-Home services Program Specialist immediately with the updated aide info, and regarding changes.
9. If an aide habitually changes scheduling, the service provider shall be responsible for addressing the issues with the aide. If a client habitually changes scheduling, Gwinnett County shall be notified by the successful service provider and Gwinnett County shall be responsible for addressing the issues with the client.
10. The Gwinnett Standard requires the provision of exceeding high level of customer services. There may be times when clients need extra assistance with care provided. The selected respondents will be required to uphold the Gwinnett Standard.

### **C. OPERATING STANDARDS**

1. Activity records and client visit logs which document the services that have been provided must be submitted weekly. These records must include but may not be limited to, the date, arrival time, departure time, task(s) performed, the client signature and the aide's signature. These records must be separated by program and be submitted electronically by the end of business day on Tuesday, following the week's end. End of month deadlines may cause activity records to be due before the Monday following week's end.
2. The selected service provider(s) will send the activity records to the appropriate staff members which will be assigned by Gwinnett County in orientation. Original activity records are subject to Gwinnett County audit for verification of accuracy and fulfillment during the terms of the contract. The awarded service provider(s) shall require aides providing services to use time tracking technology for accurate verification of services for documentation.
3. Gwinnett County encourages the use of technology to enhance services where appropriate. Real time tracking systems such as AxisCare, has been proven useful to the enhancement of In-Home services. Any cost associated with the technology will be the responsibility of the awarded service providers.
4. Invoices will be sent in PDF format to [disbursements@gwinnettcountry.com](mailto:disbursements@gwinnettcountry.com) and simultaneously to the Gwinnett In-Home Services Program Specialist for verification. The selected service providers will ensure that invoices are separated and categorized based on the specific program.
5. Billing for the previous month shall be received by Gwinnett County no later than two (2)

working days following the service month's end. Late billing for any client cannot be billed past 30 days. There will be no late billing allowed for end of the year, December 31st and end of State fiscal year which is June 30th, due to the New Year and new grant year starting.

6. Selected providers shall cooperate with and provide any information for any other performance related report(s) as required by Gwinnett County.
7. Providers shall be required to respond to periodic surveys administered by Gwinnett County staff to evaluate services.

#### **D. PROGRAM PERFORMANCE EVALUATION**

Gwinnett County will provide continuous quality evaluation of the contract through telephone contact, records review, customer satisfaction surveys and other methodologies. An annual audit will be performed.

### **III. AWARD**

1. It is the intent of the County to award to at least three (3) service providers so that all client needs are met. The lowest responsive and responsible bidder will be the Primary Service Provider, the second lowest responsive and responsible bidder will be the Secondary Service Provider, and the next lowest responsive and responsible bidder will be the Tertiary Service Provider. Clients will be assigned to the Primary Service Provider until they reach their stated capacity. Once the Primary Service Provider has reached their capacity, clients will be assigned to the Secondary Service Provider until they reach their stated capacity. The Tertiary Service Provider will be assigned clients once the Primary and Secondary Service Providers meet their stated capacity. The County reserves the right to award the contract in its best interest. The County also reserves the right to adjust the estimated quantities and delineation of the work due to a failure to execute the work as stated in the bid requirements by any respondent.
2. The awarded service providers must be able to support a minimum threshold of 35 clients. Bidders must state the number of clients beyond 35 that they can support in the space provided in the Bid Schedule. Once the Primary Service Provider meets their stated threshold, the County will begin assigning clients to the Secondary Service Provider, and so on.
3. References - The selected service providers(s) must have demonstrated success with respite and personal care in residential homes for a client base of 50 or more. A minimum of three (3) references within the last three years should be provided on the "References" form included herein.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS:** The subsequent contract and agreement will be required to include and meet the provisions for Non-Federal Entity Contracts Under Federal Award as outlined on pages 14-21 of this solicitation.

**To be considered for award, firms must have a Unique Entity Identifier (UEI) number with SAM.gov. Proof of a valid UEI number should be provided with the firm's bid.** For instructions on how to obtain a UEI number, please refer to **Attachment A – Instructions for Requesting a UEI**

**BID SCHEDULE**

Item #	Description	Approx. Annual Quantity	Unit Price	Total Price
<b>Section 1 – Respite Care Services</b>				
1	Provide in-home respite care services to Seniors, Monday – Friday between 8 a.m. & 6 p.m.	9,100 hours	\$	\$
2	Provide in-home respite care services to Seniors, Saturday & Sunday between 8 a.m. & 6 p.m.	480 hours	\$	\$
3	Provide in-home respite care services to Seniors, on holidays	98 hours	\$	\$
<b>Sub-Total</b>				<b>\$</b>
<b>Section 2 – Personal Care Services</b>				
1	Provide in-home personal care services to Seniors, Monday – Friday between 8 a.m. & 6 p.m.	5,200 hours	\$	\$
2	Provide in-home personal care services to Seniors, Saturday & Sunday between 8 a.m. & 6 p.m.	336 hours	\$	\$
3	Provide in-home personal care services to Seniors, on holidays	92 hours	\$	\$
<b>Sub-Total</b>				<b>\$</b>
<b>Total (Section 1 + Section 2)</b>				<b>\$</b>

**NOTES:**

1. Unit pricing **MUST** include all charges associated with service, including trip charges. The awarded service provider shall coordinate service with the Department of Community Services.

\*In the space provided below, please state the number of clients **beyond the minimum threshold of 35** that your company can support:

\_\_\_\_\_ clients

COMPANY NAME \_\_\_\_\_

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

**BID SCHEDULE CONTINUED**

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. **Contract to begin upon notification of award.**

Unless otherwise noted, prices will remain firm for four (4) additional one (1) year periods.

- If a percentage increase OR decrease will be a part of this proposal, please note this in the space provided:

1<sup>st</sup> Renewal Option \_\_\_\_\_% increase/decrease (circle one)

2<sup>nd</sup> Renewal Option \_\_\_\_\_% increase/decrease (circle one)

3<sup>rd</sup> Renewal Option \_\_\_\_\_% increase/decrease (circle one)

4<sup>th</sup> Renewal Option \_\_\_\_\_% increase/decrease (circle one)

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

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

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

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

COMPANY NAME \_\_\_\_\_



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

**BID SCHEDULE CONTINUED**

**HOLIDAYS**

List all dates that you deem a holiday and for which you will charge holiday rates for services:

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COMPANY NAME \_\_\_\_\_

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

**REFERENCES**

Provide three (3) satisfactory references where work has been completed with a scope and size similar as the proposed project within the past five (5) years. Each reference should include the customer's name, address with current contact information, dates/duration of the project and a brief description of the project.

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

1. Customer Name/Address \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
2. Customer Name/Address \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
3. Customer Name/Address \_\_\_\_\_  
Brief Description of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

COMPANY NAME \_\_\_\_\_



**BL093-25, Provision of Respite & Personal Care Services for Gwinnett County Residents  
on an Annual Contract**

**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 \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
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).



**BL093-25, Provision of Respite & Personal Care Services for Gwinnett County Residents**  
**on an Annual Contract**

### 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 EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

**The following provisions are required and apply to all federally funded non-construction contracts.**

**(A)** *Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

Pursuant to Federal Rule (A) above, when federal funds are expended, Gwinnett County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(B)** *Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).*

Pursuant to Federal Rule (B) above, when federal funds are expended, Gwinnett County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Gwinnett County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Gwinnett County believes, in its sole discretion that it is in the best interest of Gwinnett County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Gwinnett County as of the termination date if the contract is terminated for convenience of Gwinnett County. Any award under this procurement process is not exclusive and Gwinnett County reserves the right to purchase goods and services from other vendors when it is in the best interest of Gwinnett County.

**(C)** *Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."*

Pursuant to Federal Rule (C) above, when federal funds are expended by Gwinnett County on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonfederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Gwinnett County, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

*Not directly applicable to this non-construction contract.*

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer

**or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when federal funds are expended by Gwinnett County, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(F) Rights to Inventions Made Under a Contract or Agreement.** *If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.*

Pursuant to Federal Rule (F) above, when federal funds are expended by Gwinnett County, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—***Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

Pursuant to Federal Rule (G) above, when federal funds are expended by Gwinnett County, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Gwinnett County, the vendor certifies that during the term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the nonfederal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Gwinnett, the vendor certifies that during the term and after the awarded term of an award for all contracts by Gwinnett County resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(J) Recycled Products. The Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 et seq.), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.**

#### **Recovered Materials**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

#### **(K) Huawei Technology Ban - Section 889 of the 2019 National Defense Authorization Act ("NDAA")**

- **889(a)(1)(A): directs that agencies may not "procure or obtain . . . any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system." This limitation was implemented by an amendment to the Federal Acquisition Regulation ("FAR") published on August 13, 2019.**

- **889(a)(1)(B) directs that agencies may not “enter into a contract (or extend or renew a contract) with an entity that uses any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system.” This limitation was implemented by an amendment to the FAR in July 2019, with an effective date of August 13, 2020.**
  - **Covered telecommunications equipment or services” falls into four categories:**
    - **Telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, or any subsidiary or affiliate of either.**
    - **When to be used for public safety, government facility security, security of critical infrastructure, or other national security purposes, “video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, . . . Dahua Technology Company” or any subsidiary or affiliate of the aforementioned.**
    - **Telecommunications or video surveillance services provided by any of the aforementioned entities.**
    - **Telecommunications or video surveillance equipment produced by or provided by an entity the Secretary of Defense ‘reasonably believes’ to be an entity connected to the government of the People’s Republic of China**
- **889(a)(1)(B) directs that agencies may not “enter into a contract (or extend or renew a contract) with an entity that uses any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system.” This limitation was implemented by an amendment to the FAR in July 2019, with an effective date of August 13, 2020.**

The Contractor agrees to participate in AGENCY’s ban established in compliance with Section 889 of the 2019 National Defense Authorization Act.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(L)** [§ 200.322 Domestic preferences for procurements.](#) *As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.*

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(M)** *The Cargo Preference Act of 1954 at 46 U.S.C. § 55305 and 46 C.F.R. part 381 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.*

The contractor agrees to:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

*Not directly applicable to this non-construction contract. No equipment, materials, or commodities will be purchased.*

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## RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

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When federal funds are expended for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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## CERTIFICATION OF COMPLIANCE WITH COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

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When federal funds are expended for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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### CERTIFICATION OF NON-COLLUSION STATEMENT

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Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

*Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.*

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

UEI (SAM) # (12-character) \_\_\_\_\_

CAGE Code (5 Digits): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**

**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 Certificates 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 the certificate(s). Upon request, the County will be provided 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
- Contractual Liability
- Broad Form Property Damage
- Severability of Interest
- Underground, explosion, and collapse coverage
- Personal Injury (deleting both contractual and employee exclusions)
- Sexual Abuse/Molestation
- 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
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- 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
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- 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.

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.

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.

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.

B. Gwinnett County Board of Commissioners (and any applicable Authority) must be specified in writing as an Additional Insured on General Liability, Auto Liability and Umbrella Liability policies.

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

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-7 or higher. Certain Workers' Comp funds may be accepted subject to the approval of the Gwinnett County 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-7 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.

G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number, if applicable.

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 shall 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. The Contractor agrees that if for any reason a 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 a 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 the records of its insurer, information regarding any claim related to a County project. Any loss run information relating to a County project will be made available to the County upon its request.
- O. Compliance by the Contractor and 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 Contractors' 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.

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

**BL093-25**

**Buyer Initials: JS**

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

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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 QUOTE/BID/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 quote/bid/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.
- 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 (61<sup>st</sup>) 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 bidder, 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](http://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](mailto: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.

# Unique Entity Identifier - UEI (SAM)

The UEI is a 12-character unique number assigned to all entities (public and private companies, individuals, institutions, or organizations) who must register to do business with the federal government in SAM.

Sub-awardees, including subcontractors, will need a UEI(SAM) and provide the UEI(SAM) to the prime awardee.

## How To Request a Unique Entity ID – UEI (SAM)?

- Create a user login on SAM.gov
- Request a Unique Entity ID – UEI (SAM)

**Note:** Here is the link to Video: Get a Unique Entity ID (UEI)  
<https://www.youtube.com/watch?v=0uv1YNAslNk>

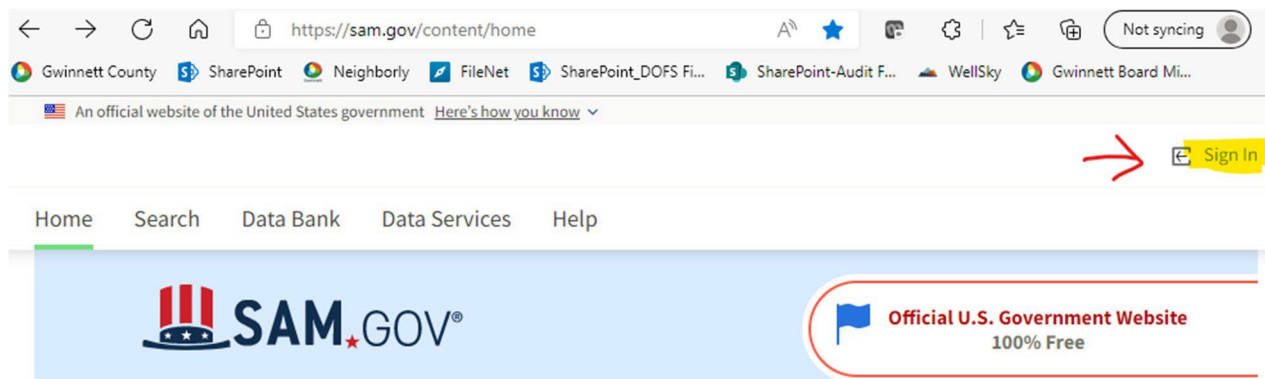
## To Create a User Login

**Step 1:** Go to [www.SAM.gov](http://www.SAM.gov)

**Step 2:** Click on “Sign In” → Click “Create an Account”

**Step 3:** Fill out your email, select Language, check “I read and accept the Login.gov” box → Click “Submit”

**Step 4:** The system will send an email to the email you entered with a link to confirm your email address. Follow the link to continue creating your account.



ATTACHMENT A  
INSTRUCTIONS FOR REQUESTING A UEI



sam.gov is using Login.gov to allow you to sign in to your account safely and securely.

Email address

Password

 Show password

## Create your account

Enter your email address

Select your email language preference

Login.gov allows you to receive your email communication in English, Spanish or French.

- English (default)
- Español
- Français

I read and accept the Login.gov [Rules of Use](#)

## To Request a UEI (SAM)

**Step 1:** Go to [www.SAM.gov](http://www.SAM.gov)

**Step 2:** Click “Sign In” → Fill out your email address and password then Click “Sign in” button

**Step 3:** Enter one-time security code that the system send to the phone number you entered during creating a user login process → Click “Submit”

**Step 4:** Click “Get Started” under Register Your Entity or Get a Unique Entity ID box

**Step 5:** Click “Get Unique Entity ID” button

**Step 6:** Enter Entity Information → Click “Next”

- Legal Business Name (*If you are acting on behalf of a limited partnership, LLC, or corporation, your legal business name is the name you registered with your state filing office.*)
- Physical Address (*A post office box may not be used as your physical address.*)

**Step 7:** Validate Entity Information. The system will generate a list of entity that matches with the information entered on step 6 → Confirm that your organization’s information is correct by “Select” the correct entity → Click “Next”

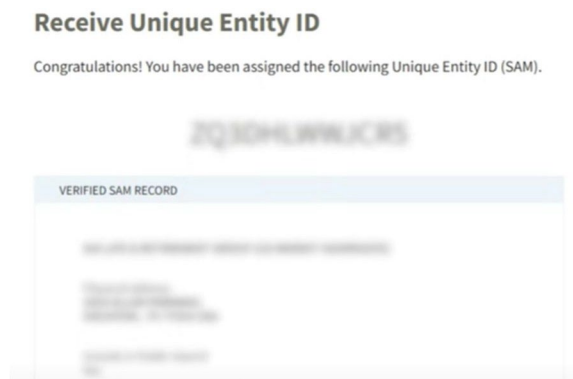
*Note: If the system is unable to locate your correct entity information select “Create Incident” to get help from the Federal Service Desk.*


**Step 8:** Check or uncheck “Include in public search”

- **Check** “Include in public search” → Publicly viewable entity records display your record status, legal business name, and physical address on SAM.gov. This will allow other to search your UEI (SAM) number by your legal name
- **Uncheck** “Include in public search” → Restrict your information. Your entity record will not be visible to other non-federal entities or state and local governments who may wish to do business with you.

**Step 9:** Check “I certify that I am authorized to conduct transactions on behalf of the entity.” → Select “Receive Unique Entity ID”

**Step 10:** Unique Entity ID (SAM) number will display on this screen. SAM.gov will send you an email confirmation with your Unique Entity ID.



	<b>GEORGIA DIVISION OF AGING SERVICES HOME AND COMMUNITY-BASED SERVICES MANUAL</b>			
	<b>Chapter:</b>	300	<b>Effective Date:</b>	10/26/2021
	<b>Section Title:</b>	Caregiver Services		
<b>Section Number:</b>	316	<b>Previous Update:</b>	MT 2021-07	

### 316.1 PURPOSE

This section establishes the guidelines and requirements for Area Agencies on Aging (AAAs) that provide or contract for provision of non-Medicaid-Home and Community Based Services for family and informal caregivers of older individuals, at-risk adults, and persons with disabilities. These requirements apply to services funded wholly or partially by funds received through the Department of Human Services Division of Aging Services (DAS) and are suggested for use by agencies providing caregiver services on a fee-for-service basis.

AAAs can provide information to family caregivers about available community services and assist in gaining access to those services to enhance decision-making, reduce burden, and improve the health and wellness of those providing care to older adults and persons with disabilities. Supportive programs and services for caregivers can strengthen care partnerships and help care receivers to remain in their communities for as long and as safely as possible.

AAAs may choose from a variety of caregiver targeted programs and services, including but not limited to adult day care, respite services, material aid, assistive technology, community and public education, case management, and kinship care. Many of these caregiver services have their own standards and policy requirements as outlined in applicable sections of the DHS Online Directives Information System Manual 5300, "Home and Community Based Services".

This section establishes overall standards for caregiver services, including evidence-based and evidence-informed programs aimed at caregivers. DAS strongly encourages AAAs to provide educational resources for caregivers through community and public events; webinars and other media; and caregiver-oriented support groups as discussed in these standards.

To be eligible for caregiver services, the caregiver must be providing periodic or ongoing care for a care receiver. The service or services delivered must provide support to and address the needs of the client in their role as a family or informal caregiver.

### 316.2 DEFINITIONS

Activities of Daily Living (ADLs) are the basic tasks of everyday living required for self-care and independent living, and include eating, dressing, bathing, grooming, transferring, and continence.

Caregiver is an adult family member, or another individual, who provides in-home and community care for:

- an older individual
- an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction; or
- a person with a physical or intellectual disability.

Care Receiver is the person provided care by a caregiver.

Care Partnership is a term that affirms the collaborative nature of the caregiver/care receiver relationship, each an active participant in the balance of giving and receiving care.

Care Plan is a dynamic plan of action developed collaboratively between care partners, service providers, and their support system that is structured, action-oriented, and time specific.

Community and Public Education is instruction provided to caregivers or the general public regarding available support services for caregivers or practical information on the methods and techniques of caregiving.

Consumer Direction affords the option for caregivers to manage funds and choose service providers for the care receiver in accord with an established care plan.

Evidence-Based Programs (EBPs):

- Have undergone experimental or quasi-experimental design
- Have been submitted to peer review with results published in a professional journal; and
- Include fidelity measures by which community level program delivery seeks to achieve the demonstrated results of the model intervention.

Evidence-Informed Programs (EIPs):

- Have not necessarily undergone experimental or quasi-experimental design, or been submitted for peer review
- Have a training manual that specifies the components of the practice protocol and describes how to administer it; and
- Employ pre- and post-tests indicative of statistically significant improvement on caregiver outcomes using valid and reliable measurement instruments.

Frail Older Adult is a functionally impaired older individual who:

- Is unable to perform at least three activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision; or
- Who, due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Instrumental Activities of Daily Living (IADLs) are the more complex series of life functions necessary for maintaining a person's immediate environment, and include managing money, telephoning, preparing meals, laundry, housework, going outside the home, routine health, special health, and being alone. IADLs require the application of judgment and higher-level cognitive capacity.

Intention to Place is a self-reported measure by a caregiver of whether they would consider placement of the care receiver into a different type of care setting, such as a nursing home or another care facility, given the care receiver's current condition.

Respite Care is a service which offers temporary, substitute supports or living arrangements for care recipients to provide a brief period of relief or rest for caregivers.

Supplemental Services may include transportation, material aid, home modifications, assistive technology, telephone reassurance, and medical equipment.

Support Group is a service led by a trained individual, moderator, or professional to facilitate caregivers to discuss their common experiences and concerns and develop a mutual support system. Support groups are typically held on a regularly scheduled basis and may be conducted in person, over the telephone, or online.

Volunteer is a person who freely offers to take part in an enterprise or undertake a task. Volunteers are unpaid; however, training and stipends may be arranged to incentivize volunteer service.

### **316.3 CORE PRINCIPLES**

AAAs should incorporate the following Core Principles when implementing caregiver services:

1. Family-centered: Program staff approaches families in an interactive process that accounts for a person's and family's strengths, preferences, needs, and values. The family is the best authority regarding its needs, limitations, resources, and goals. A family-centered approach actively engages families in developing and implementing their support plans.
2. Flexible: Caregiving is a journey for all members of the care partnership. As needs change over time, staff should be skillful in assessing these changes, working with families to address these changes, and modify support plans. The Aging Network system must be flexible to meet these changing needs, both in type, quantity, and methods of service delivery.
3. Holistic: Staff must recognize that caregiving involves many characteristics of the family system, including physical, mental, spiritual, financial, and emotional. The practices of assessment, support planning, and service delivery must be holistic in its approach and delivery.
4. Creative: Every caregiving family's journey is different, and both staff and the Aging network system must respond creatively to these varied needs, values, and preferences.

5. Capacity based: Caregivers have the capacity for continued growth and autonomy and are the authority on their own needs, have the capacity to know what they need most to achieve well-being, and have abilities, competencies, and resources to help achieve their goals. It is the responsibility of the Aging network to help develop skills necessary to help caregivers be successful.
6. Conflict-free: Program staff remains neutral with no interest in the choices made neither by consumers nor in the types of services or providers selected by the consumers; and to the extent possible, avoids the appearance of conflicts regarding referrals on behalf of consumers.

Culturally humble: Program staff hold an interpersonal stance that is other-oriented rather than self-focused, characterized by respect toward an individual's and family's cultural background and experience.

### **316.4A SERVICE GOALS**

The goals of caregiver services include:

1. Maintaining the greatest possible amount of independence and dignity for each person in the care partnership
2. Identifying and enhancing the knowledge and skills of caregivers through community and public education
3. Empowering individuals in the care partnership so that the caregiver may most effectively help the care receiver to remain in the safest and most appropriate environment, according to their preference
4. Ensuring that the right services are provided at the appropriate levels, for the right duration, to the satisfaction of the care partners, and at the preferred times to the extent possible
5. Increasing access for caregivers to community-based services by helping them navigate the service system, and by providing information and support necessary for caregivers to access services; and
6. Building and strengthening community supports for family care partnerships.

### **316.4B SERVICE OUTCOMES**

The desired outcomes of consumers receiving caregiver services include:

- Reduced levels of caregiver burden
- Improved caregiver mental and physical health
- Increased caregiver ability to provide sustained care and support to a care receiver, reducing out-of-home placement

- Improved confidence in their caregiving abilities, i.e., caregiver self-efficacy
- Opportunity for caregiver respite: a break from caregiving responsibilities to rest or attend to their own needs; and
- Increased knowledge of and access to community programs, resources, and supports.

Indicators used to measure desired caregiver service outcomes include:

- Scores on items of “Section H: Caregiver Burden” of the Risk Assessment Tool (RAT)
- Scores on items of the Bakas Caregiving Outcomes Scale (BCOS) assessment
- Responses to pre- and post-measures on survey instruments completed by participants in Community and Public Education, Evidence-Based Program, and Evidence Informed Program training sessions
- Number of services and educational activities offered, referred, and/or provided to caregivers; and
- Number of hours of respite services provided caregivers.

Survey and assessment protocols for caregiver programs are discussed in Section 316.8 “Assessment” of this document.

### **316.5 TARGET GROUPS**

Caregiver services provided through the AAAs must be targeted toward family and other informal caregivers of older adults and persons with disabilities. The caregiver must be identified as the client.

The following eligibility criteria apply for program funding through the Older Americans Act, Title III Part E – National Family and Caregiver Support Program (Title III-E):

- Adult family members or other informal caregivers aged 18 and older providing care to individuals 60 years of age and older
- Adult family members or other informal caregivers aged 18 and older providing care to individuals of any age with Alzheimer’s disease and related disorders
- Older relatives (not parents) aged 55 and older providing care to children under the age of 18; and
- Older relatives, including parents, aged 55 and older providing care to adults ages 18-59 with disabilities.

This section establishes policy for the first two specific populations. For policy regarding older relative non-parental caregivers of children, refer to Manual 5300, Section 216 “Kinship Care Services”.

In providing caregiver services under Title III-E, AAAs shall give priority to family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction.

In providing caregiver services, AAAs shall give priority to caregivers who are:

- Older individuals with the greatest social need
- Older individuals with the greatest economic need (with particular attention to low-income older individuals)
- Older individuals providing care to individuals with severe disabilities; and
- Individuals providing care to frail older adults.

Additionally, other allowable, non-federal fund sources may be used for services targeting caregivers who fall outside of the above eligibility criteria: for example, to serve a caregiver under 55 years-of-age caring for a disabled military veteran. DAS encourages this approach to manage gaps that may be encountered by AAAs when administering caregiver programs in the community.

### **316.6 CORE SERVICES FOR CAREGIVERS**

Core services for caregivers shall include:

Information for Caregivers about Available Services: Caregivers can learn about a range of supports, resources, and services available.

Assistance to Caregivers in Gaining Access to Services: Access assistance helps connect caregivers with services offered by private and voluntary agencies.

Caregiver Education/Training, Individual Counseling, and Support Group: These services help caregivers better manage their responsibilities and cope with the stress of caregiving.

Respite Care: Trained caregivers provide care for individuals, either at home or at adult day care facilities, so that caregivers can rest or attend to their own needs.

Supplemental Services: Additional services provided to caregivers may include transportation, material aid, home modifications, assistive technology, telephone reassurance, and medical equipment.

### **316.7 ACCESS TO SERVICES**

The AAAs shall screen potential clients for caregiver services as appropriate. The AAA will initiate service delivery or refer applicants to provider organizations or other resources; or place them on a waiting list for services.

For information regarding screening through Aging & Disability Resource Connection, see MAN 5200, Section 5025. The AAAs will maintain and manage waiting lists for the services, as necessary. See Manual 5200, Section 5038 "Waiting List Management".

Not every applicant will request, require, or benefit from caregiver services. Each AAA will clearly identify in its Area Plan how services will be coordinated and how resources will be allocated and managed to optimize the effectiveness and efficiency of caregiver services.

## **316.8 ASSESSMENT**

AAAs and providers must follow the assessment protocols as outlined in Manual 5300, Section 114 “Guidelines for Client Assessments” and particularly in Section 114.6 “Assessment for Caregiver Services”.

Instruments specifically designed to evaluate caregiver burden and help determine needed caregiver services include “Section H: Caregiver Burden” of the Risk Assessment Tool (Manual 5300, Section 114.5-E and Appendix 114-E) and the Bakas Caregiving Outcomes Scale (Manual 5300, Appendix 114-L).

Questions on Section H of the Risk Assessment Tool (RAT) may be used during client screening to preliminarily assess the level of caregiver burden and intention to place. If caregiver burden is identified during screening, the Bakas Caregiving Outcomes Scale (BCOS) should be performed. All caregivers enrolled in the HCBS-Caregiver Services Program must have a completed BCOS assessment in their client record in the DAS Data System.

For Community and Public Education, EBP, and EIP training sessions, AAAs and providers must use the survey or assessment protocols designed by the developers of the respective programs.

## **316.9 CONSUMER-DIRECTED CAREGIVER SERVICES**

Consumer direction allows the caregiver to manage payment and choose service providers in accord with an established care plan. This approach reflects the family-centered principle that people are the best judges of what assistance they may need and of how that assistance should be delivered. DAS encourages consumer direction of funds to the maximum extent possible for qualified caregivers to meet the varied and changing needs and preferences of a care partnership.

Consumer-directed funds enable the caregiver to purchase services from providers whose service area is located outside that of caregiver residency, i.e., the region where the care receiver resides. DAS encourages the development of consumer-directed funding strategies when regional separation of caregiver and care receiver is at issue.

AAAs may establish referral and payment mechanisms between AAAs to enable reimbursement to caregivers for purchased services. AAAs may establish or use mechanisms already in place to directly reimburse caregivers for:

- Expenses incurred in obtaining respite care services, transportation to respite care service locations, or other supportive services, and consumable supplies such as incontinence pads; and
- Expenses incurred in obtaining home modifications or assistive devices, as approved by the department, such as grab bars, safety devices, and wheelchair ramps.

See O.C.G.A. §49-6-70 to §49-6-77 “Georgia Family Caregiver Support” in Appendix 316-A: “References”.

AAAs may set monetary limits on reimbursement for caregiver services, up to but not to exceed that required in the above statute.

Consumer direction of caregiver funds must comply with the policies, guidelines, and standards established in Manual 5300, Section 212 “Consumer Directed Services”.

Purchased services must benefit the caregiver by providing respite from their usual caregiving duties or by lessening the stress or burden of caregiving as measured by the BCOS assessment.

### **316.10 FEE-FOR-SERVICE GUIDELINES**

Each AAA is encouraged to offer caregiver services as a fee-for-service enterprise to enhance the sustainability of the Aging network. In so doing, the AAA must follow all requirements of the Older Americans Act and MAN 5600, Section 2025 “Fee for Service System Overview” and MAN 5600, Section 2028 “Private Pay Services.”

Caregiver services provided to consumers as a fee-for-service should not differ in quality from service provided to consumers funded through public funds.

In establishing its fee for service structure, the AAA should account for the actual cost of the services, including administrative costs, and consider comparable rates within the service market area.

### **316.11 USE OF VOLUNTEERS**

Each AAA that accepts Title III-E funding shall make use of trained volunteers to expand the provision of the available caregiver services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants in community service settings.

See Older Americans Act of 1965, Sec. 373 in Appendix 316-A: “References”.

Refer to Manual 5600, Section 4020 “Volunteer Management Procedures”.

Volunteer applicants must comply with background check and fingerprint policy established in Manual 5600, Section 3036 “Criminal History Investigation”.

A sample volunteer application and suggested volunteer interview questions are included in MAN 5600, Appendix D: “Forms and Templates”.

### **316.12 RESPITE CARE**

Respite care is a service which offers temporary, substitute supports or living arrangements for care recipients to provide a brief period of relief or rest for caregivers.

Tasks or activities which may provide respite to caregivers include, but are not limited to:

- Assistance with activities of daily living (ADLs)

- Assistance with instrumental activities of daily living (IADLs)
- Adult day care and adult day health programs
- Skilled care such as medication management and medical care
- Companionship and supervision activities; and
- Short-term or extended lodging at residential facilities.

Respite services can be provided in the home or outside the home. Respite care may be available to families through formal programs that hire and train their staff or may be available to families through informal networks such as volunteer programs or faith-based initiatives.

Consumer direction of caregiver funds in the form of vouchers allow family caregivers to purchase appropriate in-home or out-of-home respite care and choose providers according to the changing needs and preferences of the care partnership. Refer to Section 316.9 “Consumer Directed Caregiver Services”.

Agencies providing respite must comply with all regulatory requirements associated with the specific tasks performed. Service providers performing respite tasks must comply with the individual service requirements outlined in Manual 5300 “Home and Community Based Services” where applicable. Licensed private home care providers who perform respite tasks must follow rules and regulations of the Georgia Department of Community Health. See Appendix 316-A “References”: Rules of Department of Community Health, Chapter 111-8 Healthcare Facility Regulation, 111-8-65 Rules and Regulations for Private Home Care Providers. Appendix 316-A “References” also includes links to information and resources regarding respite care for family caregivers.

### **316.13 COMMUNITY AND PUBLIC EDUCATION**

Community and Public Education is instruction provided to caregivers or the general public regarding available support services for caregivers or practical information on the methods and techniques of caregiving.

AAAs can assess the need for education and training services in the constituent communities based on information obtained through the client intake and screening process; public hearings; community surveys; stakeholder recommendations; and other methods.

Caregiver training includes but is not limited to webinars, face-to-face sessions, tutorials, and conferences organized by agencies or educational institutions. Individual training may be provided by practitioners with experience in or demonstrated knowledge of the training topic.

Service Provider Eligibility: AAAs may provide directly or contract for the provision of education and training services with individuals, agencies, or educational institutions that have demonstrated expertise and efficiency in the topic of training identified in the specified curriculum. The purchase of curriculum content developed by qualified individuals/sources as defined in this section is an allowable expenditure of state and federal funds.

Qualified providers include, but are not limited to:

- Staff of education institution
- Staff of licensed home health agencies, including home Health aides, attendant care, and personal care providers; programs, agencies or individuals approved by the Department of Human Services
- Qualified staff of community mental health agencies operating through the Georgia Department of Behavioral Health and Developmental Disabilities or equivalent private entities
- Qualified staff of public or private health/human services agencies
- Qualified staff of hospitals, clinics, or other agencies and organizations
- Qualified providers of other services such as day or vocational services, and residential care providers
- Qualified individual practitioners may include, but are not limited to, licensed personnel such as:
  - ◆ registered and licensed practical nurses
  - ◆ physicians
  - ◆ psychologists
  - ◆ speech therapists
  - ◆ occupational therapists
  - ◆ physical therapists
  - ◆ registered, licensed dietitians
  - ◆ licensed social workers
  - ◆ attorneys

Individual non-licensed practitioners or contract consultants may qualify to provide services if they have the education, training, or experience directly related to the specified needs of a group of individuals with a common interest.

Staffing and Curriculum: AAAs shall assure that staff who provide community and public education are qualified by having appropriate education, training, or experience. AAAs should review the credentials of speakers prior to the training events. Specific educational programs may require the trainer to undergo a certification process.

Staffing requirements for events will be determined by the AAA, in consultation with the training facilitator(s). Staff support for the event, including publicity, host site, registration details, and other logistics, will be provided or negotiated by the AAA and coordinated with the speaker.

AAAs that develop or contract for the development of curriculum content shall assure that persons responsible for such development are qualified by education, training, or experience, or are supervised by such persons.

Data Collection and Reporting: AAAs shall report Community and Public Education activities under the appropriate group heading on the Client Groups Chapter – Activities Page in the DAS Data System.

Appendix 316-A “References” includes links to numerous educational resources and helpful organizations for family caregivers.

### **316.14 SUPPORT GROUPS**

Support groups are gatherings of people who share a common health concern or interest. Support groups meet on a regular, defined basis to discuss or focus on a specific situation or condition, such as Alzheimer’s Disease or diabetes. They are often formed by nonprofit or advocacy organizations.

Support groups are:

- Attended by peers, persons who are directly or indirectly affected by a particular issue or illness,
- Usually have either a professional or volunteer leader as the facilitator, and
- Often small, 12 persons or less, enabling everyone a chance to talk.

The benefits of participating in support groups may include:

- Discussion of common problems and sharing of experiences
- Reduced feelings of isolation as members make connections with others facing similar challenges
- Learning about community resources and information relevant to the group
- Reducing stress, depression, or anxiety; and
- Developing a clearer understanding about what to expect regarding their care partnership.

Support groups are not the same as group therapy sessions, which are a formal type of mental health treatment that brings together people with similar conditions under the guidance of a trained mental health provider. Through regularly scheduled meetings, support groups provide emotional support and educate caregivers to take better care of their own health and provide better care for their care partner.

Staffing: AAAs shall assure that staff, including volunteers (see Section 316.11 “Use of Volunteers”), who lead support groups are qualified to do so by having appropriate education, training, or experience.

Support groups should have co-facilitators whenever possible. This allows for a back-up if one of the facilitators is absent and the back-up to be a person the support group members already know. Additionally, if one needs to leave the meeting, the other facilitator can continue the group without interruption.

An ideal combination of co-facilitators is a professional and a family caregiver.

Potential facilitators for support groups should be screened. The screening process must include:

- A face-to-face interview and
- A criminal background check.

During the interview process, the screener should ask questions to determine the applicant's knowledge and experience, as well as look for any potential problems that would inhibit the applicant's ability to be an effective facilitator.

Support group facilitator applicants must comply with background check and fingerprint policy established in Manual 5600, Section 3036 "Criminal History Investigation".

Speakers at Support Groups: Support group facilitators may invite speakers to attend and present information on community resources. Speakers presenting to support groups should remain conflict-free, agreeing not to promote their organization or themselves for financial gain.

Interaction between speakers and support group members should be limited to group discussion and, to the extent possible, avoid the appearance of conflicts of interest. Support group members may be provided with contact information to speak with the presenter individually, outside the group format.

Data Collection and Reporting: AAAs shall report Support Group activities under the appropriate group heading on the Client Groups Chapter – Activities Page in the DAS Data System. AAAs should report support group survey results to DAS via the Area Plan updates.

Appendix 316-A "References" includes links to information on how to create and facilitate peer support groups.

### **316.15 EVIDENCE-BASED AND EVIDENCE-INFORMED PROGRAMS**

This section establishes guidelines and requirements for evidence-based programs (EBPs) and evidence-informed programs (EIPs) targeted primarily towards caregivers. Examples of state-approved caregiver-oriented EBPs and EIPs are listed below:

- Benjamin Rose Institute Care Consultation
- RCI Dealing with Dementia
- Powerful Tools for Caregivers
- RCI REACH (Resources Enhancing Alzheimer's Caregiver Health)
- RCI Caring for You, Caring for Me
- TCARE
- The Savvy Caregiver
- NYU Caregiver Counseling and Support Intervention
- Stress-Busting Program for Family Caregivers

DAS requires AAAs to provide one EBP or EIP targeted towards caregivers. DAS strongly encourages AAAs to provide at least two caregiver EBP/EIPs. If the AAA chooses to provide

a program not on the list above, they must substantiate to DAS that the selected program serves the target group as described in Section 316.5 and meets expected service goals and outcomes described in Sections 316.4-A and 316.4-B.

Caregiver EBPs and EIPs must adhere to DAS standards regarding lay leader certification, training, and credentials; number of classes offered; and number of caregivers served. Requirements may vary by PSA according to the chosen program. DAS may establish these requirements as needed to meet program goals and outcomes, and to increase regional capacity to serve caregivers.

AAAs and providers must follow established protocols and program components for all EBP/EIPs and must comply with licensing and fidelity guidelines as outlined by the developers of the intervention.

DAS encourages AAAs to consider utilizing their OAA required volunteers as EBP/EIP lay leaders where appropriate. Some volunteer lay leaders may be able to dedicate considerable time to teaching classes. See Section 316.11 “Use of Volunteers”.

Data Collection and Reporting: AAAs and/or providers shall report EBP/EIP activities under the appropriate group heading on the Client Groups Chapter – Activities Page in the DAS Data System.

EBP/EIP data should be reported in the DAS Data System in accordance with DAS and specific program requirements and may include:

- Specific EBP/EIP workshop information
- Workshop pre-and post-test data
- Workshop host site details; and
- Lay leader/master trainer certification and training history.

AAA staff or service provider program coordinators may contact the DAS Caregiver Services Specialist for technical assistance and support regarding caregiver EBP/EIP programs.

Links to information regarding specific caregiver EBPs and EIPs are included in Appendix 316-A “References”.

### **316.16 PROGRAM EVALUATION AND MONITORING**

AAAs and service providers shall adhere to policies and procedures as established by DAS or the specific program developers. DAS will periodically monitor the performance of the AAAs to determine the degree to which defined program outcomes and objectives have been or are being accomplished.

Program elements to be monitored and evaluated include, but are not limited to, the following:

- Identification and tracking of indicators (see Section 316.4-B)
- Review of client records, including assessments and documentation

- Review of client group activities records
- Review of the degree to which target populations (see Section 316.5) are being served; and
- Review of compliance with these guidelines.

See Manual 5300, Appendix B “Review Guide: Caregiver Services (Ch 316)”.

<b>REFERENCES</b>
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**OLDER AMERICANS ACT OF 1965** [Public Law 89–73] [As Amended Through P.L. 116–131, Enacted March 25, 2020]

<https://acl.gov/sites/default/files/about-acl/2020-04/Older%20Americans%20Act%20Of%201965%20as%20amended%20by%20Public%20Law%20116-131%20on%203-25-2020.pdf>

**[Administration for Community Living Older Americans Act](#)**

<https://acl.gov/about-acl/authorizing-statutes/older-americans-act>

**O.C.G.A. §49-6-70 to §49-6-77 “Georgia Family Caregiver Support”**

<https://law.justia.com/codes/georgia/2017/title-49/chapter-6/article-6/>

**Rules of Department of Community Health, Chapter 111-8 Healthcare Facility Regulation, 111-8-65 Rules and Regulations for Private Home Care Providers**

<https://dch.georgia.gov/document/regulatory/111-8-65-final-rule-february-2013-updated-041913/download>

**Respite Care**

<https://www.alz.org/help-support/caregiving/care-options/respice-care>

<https://archrespice.org/consumer-information>

[https://archrespice.org/images/docs/ABCs\\_of\\_Respice/ABCsofRespice.pdf](https://archrespice.org/images/docs/ABCs_of_Respice/ABCsofRespice.pdf)

**Support Groups**

<http://ctb.ku.edu/en/table-of-contents/implement/enhancing-support/peer-support-groups/main>

<http://www.adaa.org/finding-help/getting-support/support-groups/start-support-group>

[https://caregiver.com/articles/starting\\_running\\_support\\_group/](https://caregiver.com/articles/starting_running_support_group/)

**National Alzheimer's and Dementia Resource Center**

<https://nadrc.acl.gov/Fnadrc>

**Family Caregiver Alliance**

<https://www.caregiver.org/>

**Best Practice Caregiving: Database of Dementia EBPs and EIPs for Family Caregivers**

<https://bpc.caregiver.org/#home>

**Benjamin Rose Institute Care Consultation**

<https://benrose.org/-/bricareconsultation>

**TCARE**

<https://www.tailoredcare.com/>

**Powerful Tools for Caregivers**

<http://www.powerfultoolsforcaregivers.org/>

**Rosalynn Carter Institute for Caregiving (RCI)**

<https://www.rosalynncarter.org/>

**RCI REACH and Dealing with Dementia Programs**

<https://www.rosalynncarter.org/programs/dealing-with-dementia/>

**RCI Caring for You, Caring for Me**

<https://www.rosalynncarter.org/programs/caring-for-you-caring-for-me/>

**RCI Dementia Webinar Series**

<https://www.youtube.com/playlist?list=PLwsB1pKYelaoevzYMC47CyNROQY4Cnclv>

**ACL Dementia Capable Modules**

<https://bhw.hrsa.gov/grants/geriatrics/alzheimers-curriculum>

**Eden Alternative**

<http://www.edenalt.org/>

## **Culture Change Network of Georgia**

<https://culturechangegea.org/>  
<https://culturechangegea.org/videos/>

## **The Savvy Caregiver**

[http://license.umn.edu/technologies/z08156\\_the-savvy-caregiver-program-for-alzheimer-caregiver-training](http://license.umn.edu/technologies/z08156_the-savvy-caregiver-program-for-alzheimer-caregiver-training)

## **NYU Caregiver Counseling and Support Intervention**

<https://med.nyu.edu/adc/researchers/affiliated-labs/dr-mary-mittelman>

## **Stress-Busting Program (SBP) for Family Caregivers**

<https://www.caregiverstressbusters.org/>

## **National Alliance for Caregiving**

<https://www.caregiving.org/>

## **Alzheimer's Association**

<http://www.alz.org/index.asp>

## **AARP: Family Caregiving**

<https://www.aarp.org/caregiving/>

## **AARP Public Policy Institute: Family Caregiving**

<https://www.aarp.org/ppi/issues/caregiving/>

## **Greater Wisconsin Agency on Aging Resources: Family Caregiver Marketing Toolkit**

<https://gwaar.org/family-caregiver-marketing-toolkit>