



October 9, 2024

**RP054-24  
REQUEST FOR PROPOSAL**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified Consultants for the **Provision of a Comprehensive Senior Assessment and Five-Year Plan** for the Gwinnett County Department of Community Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on October 31, 2024** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 p.m. A list of firms submitting proposals will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A Webex pre-proposal meeting is scheduled for **10:00 A.M. local time on October 17, 2024**. To access, dial 1-408-418-9388, enter Access Code 173 532 1781. All interested parties are urged to attend. Questions regarding proposals should be directed to Jake Scarpone, Purchasing Associate II, at [Jake.Scarpone@gwinnettcounty.com](mailto:Jake.Scarpone@gwinnettcounty.com) or by calling 770-822-8722 no later than **October 18, 2024**. Proposals are legal and binding upon the Consultant when submitted. One unbound single-sided original, six (6) exact copies, and one electronic pdf copy on flash drive should be submitted.

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

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

The written proposal documents supersede any verbal or written prior communications between the parties. Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

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

Jake Scarpone  
Purchasing Associate II

The following pages should be returned with your proposal:

**Cost Proposal, Page 13  
(To be submitted in a separate sealed envelope)  
Consultant Information, Page 14  
References, Page 15  
Contractor Affidavit, Page 17  
Ethics Affidavit, Page 18  
Grant Provisions, Pages 33-44**

**REQUEST FOR PROPOSAL**  
**Provision of a Comprehensive Senior Assessment and Five-Year Plan**

**I. INTRODUCTION**

Gwinnett County's ultimate objective is to create a more inclusive, supportive, and vibrant community where seniors can thrive. The Gwinnett County Department of Community Services invites professional consulting firms to submit a written proposal for the development of a comprehensive senior assessment and five-year plan to be titled, ***Aging Well in Gwinnett: A Comprehensive Senior Assessment and Plan for the Next Five Years*** to address the needs of Gwinnett County's growing senior (age 60+) population. This assessment and strategic plan will focus on the services, facilities, programs, and resources available to seniors and aging residents, recognizing that the senior population (60+) encompasses a wide range of life stages. Particular attention will be paid to those still part of the workforce (ages 60-70+), who may not yet identify with traditional senior services but whose needs and contributions to the business and other sectors are significant.

Gwinnett County is the second largest and one of the fastest-growing counties in Georgia, and it is home to a rapidly aging population. Currently, seniors are among the fastest-growing demographics in the county, a trend expected to accelerate in the coming years. With this growth, there is an increasing need for a comprehensive understanding of the challenges and opportunities related to senior services, aging in place, and senior care systems in Gwinnett County. The goal of this assessment and strategic plan is to develop a shared understanding of the needs and assets for aging residents, evaluate the effectiveness of current services, and identify future priorities to ensure that Gwinnett County remains a supportive community for all.

The assessment shall include data from both the unincorporated areas and the sixteen (16) municipalities within the county, focusing on key factors such as healthcare access, housing, transportation, social engagement, and support services for seniors. The study shall also examine the infrastructure and capacity of service delivery systems that support aging residents. Additionally, the assessment shall consider the unique challenges faced by seniors from diverse backgrounds, as Gwinnett is one of the most culturally and ethnically diverse counties in the southeastern United States.

The community seeks innovative and sustainable solutions to support the quality of life for its aging population, focusing on accessibility, coordination, and equity in the delivery of senior services. The study aims to equip Gwinnett County leaders and key community stakeholders with accurate, actionable information that will enhance coordination, increase service accessibility, and improve the overall well-being of the senior population. The findings will lay the foundation for a comprehensive and strategic roadmap that ensures Gwinnett County remains a safe, livable, and supportive community for older adults.

This RFP seeks a consulting firm with the capacity to engage in a thorough, data-driven approach to assessing senior services, gathering insights from residents and stakeholders, and developing actionable recommendations that will guide the county's future investments in senior care.

This process will be grounded in the following guiding principles:

- **Inclusive Participation:** Ensure that older adults, caregivers, and service providers are actively involved in the planning, analysis, and utilization of study findings.
- **Focus on Equity:** Address the diverse needs of Gwinnett's aging population, particularly seniors from different cultural, linguistic, and socio-economic backgrounds.
- **Sustainability:** Develop recommendations that provide long-term solutions for senior services and support in the county.

Through this comprehensive senior assessment and five-year plan, Gwinnett County will gain valuable insights that will inspire innovation and drive a strategic response to the needs of its aging population. The ultimate objective is to create a more inclusive, supportive, and vibrant community where seniors can thrive.

## **THE GWINNETT STANDARD**

**The Gwinnett Standard** is an expectation of excellence in all that we do. That standard, set over decades, has made Gwinnett a preferred community where everyone can thrive. We make it our mission to deliver superior services that support our vibrantly connected community, and as an extension of the County, we expect our business partners to do the same. Beyond just executing the work, we expect our partners to be standard bearers; to act with integrity; to innovate and adapt; to be accountable and transparent; to be fair and respectful to everyone; and to engage, embrace, and unify our community. The successful consultant will incorporate into their response their commitment to upholding and promoting the Gwinnett Standard.

The comprehensive senior assessment and five-year plan shall be developed, and recommendations shall be formulated, to match the County's Mission Statement, Vision Statement, and Values:

**Mission Statement:** Gwinnett proudly supports our vibrantly connected community by delivering superior services.

**Vision Statement:** Gwinnett is the preferred community where everyone thrives!

**Values:**

**Integrity:** We believe in being honest, building trust, and having strong moral principles.

**Accountability:** We believe in stewardship, transparency, and sustainability.

**Equity:** We believe in fairness and respect for all.

**Inclusivity:** We believe in engaging, embracing, and unifying our communities.

**Innovation:** We believe in continual adaptation of technology, process, and experience.

## **II. SCOPE OF WORK**

The consultant team shall prepare a comprehensive senior assessment and five-year plan that provides a comprehensive assessment of the needs of Gwinnett County's senior population, addressing current services, emerging challenges, and strategic priorities for future planning. The project scope includes the following deliverables, along with a detailed timeline for project completion:

### **1. Develop a Senior Population Profile:**

- Create a demographic snapshot of the senior (age 60+) population in Gwinnett County, including trends in population growth, geographic distribution, socioeconomic status, ethnicity, health outcomes, and other relevant factors.
- Identify key social determinants of health and well-being that impact seniors, such as housing, access to healthcare, transportation, and social support systems.
- ALICE (Asset Limited, Income Constrained, Employed) Seniors: Ensure the scope includes seniors living below the ALICE survival threshold, and consider the 'working poor' in the analysis of needs.

### **2. Analyze the Existing Senior Services Landscape:**

- Map the current senior services landscape, including programs provided by the County, non-profits, healthcare providers, community organizations, and other stakeholders.
- Review all relevant assessments and plans published by Gwinnett County (2023 Human Services Plan, 2045 Unified Plan, etc.) and community stakeholders (e.g., GNR Public Health's Community Health Assessment, senior-related programs from local non-profits, United Way, Atlanta Regional Commission, etc.), and summarize how these relate to senior services and needs.
- Evaluate how existing services align with the needs of seniors, identifying any gaps

in service delivery and accessibility.

**3. Identify Trends and Emerging Issues:**

- Examine trends that are expected to impact senior services in the next 10 years, such as aging in place, caregiver needs, healthcare advancements, and the evolving socio-economic landscape.
- Identify current and anticipated challenges that seniors will face, including but not limited to those related to technology, housing affordability, health equity, and social isolation.

**4. Service Coverage and Gap Analysis:**

- Conduct a thorough analysis of service coverage, highlighting areas where senior residents' needs are unmet.
- Identify disparities in service availability, accessibility, and effectiveness across different senior demographics (e.g., rural vs. urban, ethnic minority groups, low-income populations).
- Provide recommendations on addressing these gaps, with a focus on equity, innovation, and long-term sustainability.

**5. Benchmarking with Comparable Communities:**

- Compare Gwinnett County's senior services landscape with at least three communities that are similar in demographics, size, and suburban/urban environments in the U.S.
- Analyze best practices from these communities and provide insights into how Gwinnett County can improve its service delivery, efficiency, and senior care infrastructure.

**6. Opportunities for System Improvement:**

- Analyze opportunities to reform, redesign, or enhance the senior service system by addressing inefficiencies, outdated policies, regulatory barriers, and service gaps.
- Provide recommendations for improving equity in service access, coordination among providers, and overall service effectiveness.

**7. Multi-Lingual, Inclusive Public Engagement Strategy:**

- Develop a robust, multi-lingual public engagement plan that actively involves seniors, caregivers, service providers, and stakeholders.
- Ensure representation from Gwinnett's diverse ethnic and cultural communities, including non-English-speaking seniors, rural residents, and those from underserved areas.
- Use innovative engagement methods beyond traditional meetings, such as attending community events, creating pop-up engagement stations at senior centers, conducting focus groups, and utilizing social media outreach.
- Include a statistically valid survey to gather insights from seniors and stakeholders and ensure that feedback is incorporated throughout the planning process.

**8. Predictive Analytics for Future Planning:**

- Utilize predictive analytics to model future trends in senior care and service needs, leveraging data mining, predictive modeling, and machine learning techniques.
- Analyze how demographic changes, healthcare advances, and policy shifts may affect Gwinnett's senior population and the services they require in the future.

**9. Public Involvement Plan:**

- Develop a Public Involvement Plan that outlines all facets of community engagement, including outreach to various County departments, staff, community organizations, service providers, and residents.
- Ensure that the Plan remains adaptable, with revisions based on feedback during key project milestones.
- Incorporate outreach to cultural communities, international populations, and hard-to-reach seniors. Plan large community forums and surveys to provide an inclusive platform for input.

**10. Roadmap for Community-Based Senior Strategies:**

- Develop a roadmap that outlines community-based strategies for enhancing senior services, promoting healthy aging, and addressing equity and sustainability.
- Highlight innovative approaches and trends that Gwinnett County can build upon, while reinforcing traditional foundations of senior care and support services.
- Provide a clear plan for collaboration between County departments, non-profits, community organizations, and businesses to ensure that the needs of the aging population are met holistically.

**TASK 1 – DATA COLLECTION**

Senior Services Infrastructure Inventory – The consultant shall collect and analyze data specific to the senior landscape in Gwinnett County. This includes an in-depth examination of the following components:

**1. Senior Population – Demographics and Conditions in Gwinnett County**

- Age, gender, race/ethnicity, etc. – focusing on seniors (age 60+) and including relevant subgroups such as older adults living independently, those in assisted living or nursing homes, and vulnerable populations like precariously housed seniors or those with limited mobility.
- Status of health, housing, employment, and economic stability – assess how these factors intersect with the aging process and the unique challenges faced by Gwinnett’s senior population.
- Need for and current utilization of senior services – gather data on how seniors access existing human services (e.g., health, housing, nutrition, transportation) and any gaps in service delivery.
- Assess the utilization of key benefits among seniors, such as Social Security, Supplemental Nutrition Assistance Program (SNAP), Medicare, and others. Specifically, analyze the gap between the number of seniors eligible for these benefits and the number of seniors currently utilizing them.
- Develop a segmentation framework to identify subgroups within the senior population, such as still employed and socially engaged; retired and active; non-working with disabilities; and those requiring significant support. These subgroups will help differentiate needs, interests, and issues at different stages of senior living.
- Examine lifestyle factors that contribute to extended life and well-being, which can be replicated in the community, including preventative measures to delay the need for senior services and supports.

**2. Organizations Providing Senior Services – Nonprofit, Public, and Private**

- Types of organizations, their services, clients served, service capacity, leadership, and staff – identify the key organizations in the senior services landscape, including healthcare providers, social service agencies, housing providers, and community-based organizations.
- Health of organizations – assess organizational strengths and vulnerabilities, including the adequacy of resources, staffing challenges, and organizational capacity to meet current and future demand for senior services.
- Strengths and challenges in delivering services – analyze both the successes and barriers organizations face in serving seniors, including transportation issues, multi-lingual service delivery, and integration across service providers.
- Sources of organizational funding – evaluate how senior service organizations, particularly nonprofits and public agencies, are resourced. Examine funding streams and gaps to determine whether they are equipped to meet current and future demand for senior services.
- Assess existing senior center programs offered by Gwinnett cities, private and non-profit organizations, assisted living facilities, retirement homes, faith-based facilities, etc. identifying the scope, services, and availability of these buildings.

- The consultant shall also assess how existing Gwinnett County plans, such as the Gwinnett 2045 Unified Development Plan, 2020 Gwinnett Parks and Recreation Comprehensive Master Plan, 2018 Gwinnett Trails Master Plan, and 2023 Health and Human Services 5-Year Strategic Plan, etc. intersect with senior services. Data collection should identify how senior needs align with these plans' goals and initiatives.
- 3. Direct and Indirect Costs of the Existing System**
- Evaluate the direct costs associated with senior service delivery, including program funding, staffing, facilities, and technology.
  - Assess the indirect costs, such as the economic and social impact of unmet senior needs, including health disparities, social isolation, housing insecurity, and the strain on family caregivers.
  - Provide a cost-benefit analysis of the current system, highlighting both the financial and social costs of maintaining the status quo versus investing in improvements and innovations in senior care.
- 4. Sustainability of Data Collection**
- Develop recommendations for ongoing monitoring and updating of key data elements over time, using incremental updates rather than relying solely on full-fledged assessments every few years. Consider both traditional and innovative data collection methods, such as paper surveys for seniors who may be non-tech-savvy or have disabilities.
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## **TASK 2 – ASSESSMENT OF SENIOR SERVICES SYSTEMS**

The consultant shall conduct a comprehensive assessment of Gwinnett County's senior services systems, focusing on the following areas:

- 1. Impact of the COVID-19 Crisis on Gwinnett's Senior Services Infrastructure**
  - Analyze how the COVID-19 pandemic affected the provision of services to seniors in Gwinnett County, including health services, social services, housing support, and community engagement.
  - Assess how the pandemic reshaped service delivery, particularly in terms of telehealth, social isolation, and the need for emergency or temporary senior services.
  - Identify lessons learned and long-term post-COVID adaptations that may be permanent in service access and delivery that have emerged due to the pandemic's impact on the senior population.
- 2. Most Pressing Current, Emerging, and Future Issues for Seniors**
  - Identify the key challenges faced by seniors today, such as housing affordability, healthcare access, social isolation, mobility, and the need for long-term care.
  - Analyze emerging issues that could impact seniors in the near future, including trends in aging-in-place, caregiver support, and mental health services.
  - Examine future issues that will require attention, such as increasing life expectancy, rising healthcare costs, and the changing nature of senior needs as Gwinnett's population continues to age.
- 3. Trends and Issues Impacting the Need for Senior Services**
  - Assess demographic, economic, and social trends that will drive the demand for senior services over the next decade.
  - Analyze how these trends will impact the availability and accessibility of senior services, including transportation, healthcare, housing, and community support.
  - Identify gaps in service provision and barriers to access, including those related to language, cultural differences, and economic disparities.

- Examine the factors contributing to the low utilization of available benefits for seniors, such as SNAP and other programs. Identify barriers, such as lack of awareness, complex application processes, or misconceptions about eligibility, that prevent eligible seniors from accessing these programs. This should include a detailed gap analysis and recommendations to increase benefit participation.
- 4. **Benchmarking Gwinnett's Senior Services System**
  - Compare Gwinnett County's senior services landscape with suburban/urban communities across the United States that share similar demographics, population size, and characteristics.
  - Benchmark best practices in senior service delivery, including innovative programs or policies that could be adopted or adapted for Gwinnett.
  - Analyze how Gwinnett's senior services system performs in terms of efficiency, accessibility, equity, and overall impact on the senior population.
- 5. **Assess the Alignment of the Senior Services System with other Active Gwinnett County Plans**
  - As noted in Task 1 bullet number 2; Analyze how Gwinnett's senior services system aligns with the Gwinnett County 2045 Unified Development Plan and other active county plans (like the 2023 Human Services 5-Year Strategic Plan) to ensure cohesive service provision for seniors, both now and in the future.
  - Understand the underlying social systems that affect, hinder, or support seniors' well-being, including housing, transportation, healthcare, and social engagement.
  - Identify opportunities to enhance collaboration and coordination between these efforts.
- 6. **Perform a Gap Analysis on Senior Services**
  - Evaluate the current offerings by Gwinnett County Government, cities, private and non-profit organizations, for-profit senior facilities, faith-based facilities, and identify where services fall short of meeting community needs.
  - Conduct asset mapping to assess positive factors like social engagement that promote well-being, alongside deficits such as social isolation. The goal is to identify replicable practices that enhance quality of life and delay dependence on services.
- 7. **Conclusions and Evaluation of the Data**
  - Provide a comprehensive analysis of the data collected in both **Task 1** and **Task 2**, highlighting key findings, gaps, and opportunities for improvement in Gwinnett County's senior services system.
  - Develop actionable recommendations for enhancing the availability, accessibility, and effectiveness of services for seniors, with a focus on long-term sustainability and equity.

### **TASK 3 – ASSESSMENT OF OPPORTUNITIES**

The consultant shall identify opportunities based on the data collected and analyzed in prior tasks. These opportunities will provide guidance to address the following key areas:

1. **System's Ability to Serve Current and Future Senior Populations**
  - Assess how well Gwinnett County's senior services system can meet the current and projected needs of its aging population.
  - Evaluate the capacity to serve seniors with diverse needs, including those with disabilities, veterans, seniors facing housing insecurity, and individuals requiring specialized care or support.
  - Analyze how changes in demographics, health conditions, and social factors will affect the future demand for senior services.
2. **Redesigning the Senior Services System for Efficiency, Effectiveness, and Equity**
  - Identify potential changes to service delivery practices, policies, and regulations that could improve outcomes for seniors.
  - Explore opportunities to reimagine funding models, resource allocation, and partnerships to enhance the sustainability and equity of senior services.

- Recommend innovative approaches that address service gaps, improve coordination among agencies, and make services more accessible to seniors from diverse cultural and economic backgrounds.
  - Include strategies to improve communication and outreach to underserved populations, such as non-English-speaking seniors and those in rural areas of Gwinnett County.
- 3. Capital Project Opportunities for Senior Centers and Aging Services Infrastructure**
- Identify opportunities for capital projects that could enhance or expand Gwinnett County's senior services infrastructure.
  - Assess the current condition and capacity of existing senior centers, including physical space, accessibility, programming, and service offerings.
  - Evaluate opportunities for expanding brick-and-mortar senior center programs by identifying gaps in service offerings, and considering facilities provided by Gwinnett cities, private and non-profit organizations, and faith-based programs.
  - Explore the potential for new or expanded senior centers, as well as renovations or upgrades to existing facilities, to meet the growing demand for senior services.
  - Consider innovative models, such as multi-use facilities or community hubs, where seniors can access a range of services in one location.
  - Analyze the feasibility of public-private partnerships, grant funding, and alternative financing methods to support the development of capital projects that serve seniors.
- 4. Long-Term Vision and Funding Strategies for Senior Services**
- Develop methodologies to create a long-term vision for Gwinnett County's senior services, including funding and resource management strategies.
  - Identify alternative funding strategies to ensure the sustainability of senior services and infrastructure, including grant opportunities, private donations, and collaborative efforts with community-based organizations.
  - Assess the potential to align capital investments in senior centers with broader community needs, such as providing intergenerational programming, health services, and social opportunities.
  - Provide recommendations for ensuring that senior services and facilities can adapt to future challenges, including population growth, economic fluctuations, and evolving service demands.

#### **TASK 4 – PREPARE PROJECT DELIVERABLES**

The goal of this task is to compile the results of the overall work effort, study process, relevant findings, and recommendations into a comprehensive final report tailored to the senior population of Gwinnett County. The final document should present data, insights, and strategic recommendations in a clear and easy-to-read format that is accessible to a broad audience, including policymakers, service providers, and residents. The deliverables shall include:

- 1. Executive Summary**
  - A concise description of the study process, methodology, data collection techniques, key findings, and overall outcomes, specifically focusing on Gwinnett's senior population and services.
  - Visual elements such as maps, graphs, charts, and other graphic representations to effectively communicate the data, assessment outcomes, and identified opportunities.
  - The Executive Summary should not only reflect key findings but also include direct feedback from senior residents and stakeholders gathered during the public engagement phase.
- 2. Comprehensive Senior Services Plan**
  - SMART Goals – Clearly defined Specific, Measurable, Achievable, Realistic, and Time-bound goals that address the critical needs of seniors, as identified through the assessment.
  - Objectives – Actionable objectives that directly respond to community needs and aim to create a safe, livable, and healthy environment for seniors in Gwinnett County.



- Strategies – Detailed methods and approaches necessary to achieve each objective, including practical steps and best practices.
  - Responsible Parties, Partners, and Roles – A comprehensive list of key stakeholders, partners, and their roles in executing the strategies, ensuring the inclusion of senior services providers, community organizations, local government agencies, and private sector partners.
  - Outcomes – A set of measurable outcomes and ongoing metrics to track progress in addressing the needs of seniors, including benchmarks for service improvements and long-term impacts.
  - Resource Development Strategies – Identify potential partnerships, funding sources, and collaboration opportunities to enhance the sustainability and expansion of senior services.
  - Communication Strategies – Develop clear communication pathways for seniors seeking services, incorporating accessible methods such as Help Lines, multi-lingual messaging, and technology solutions like a coordinated entry system or digital resources tailored to older adults.
  - Include gap analysis findings on senior center programs, detailing the services offered by public, private, and faith-based organizations, and propose strategies to address any identified gaps.
  - h. Data Models – Incorporate qualitative and quantitative data models to support analysis and decision-making. This should include projections related to future senior population needs, service demands, and potential funding gaps.
    1. Ensure that quantitative data can be analyzed at various levels, including municipalities, census tracts, neighborhoods, and in correlation with the 2045 Unified Development Plan's daily community model.
- 3. Capital Project Opportunities for Senior Centers and Aging Services**
- Present findings on the condition and capacity of current senior centers and propose capital improvement or expansion projects where necessary to meet the growing demand for senior services.
  - Include recommendations for potential new facilities or renovations to existing centers, with a focus on improving accessibility, programming, and the physical infrastructure needed to support a thriving senior population.
- 4. Plan Presentation**
- The consultant shall prepare and deliver a presentation of the final plan to the Gwinnett County Board of Commissioners and the Gwinnett Human Services Advisory Board. This presentation should summarize the key elements of the Executive Summary, supported by relevant graphics, maps, and charts.
  - The presentation should also highlight strategic recommendations, goals, and the plan for implementing senior services improvements in Gwinnett County.
- 5. Format of Final Deliverables**
- Fifty (50) printed copies of the complete final report and appendices (8.5"x 11") to be distributed to key stakeholders.
  - A digital PDF of the Final Report and all appendices for electronic distribution.
  - All electronic files, including text documents, spreadsheets, design files (e.g., MS Word, Excel, InDesign), with supporting graphics and GIS-shapefiles where relevant.
  - All raw data and complete analysis results, whether or not they were included in the final report, to ensure transparency and allow for further research or review as needed.
  - All deliverables must adhere to the Gwinnett County Brand Standards in collaboration with the Communications Department.

### **III. PROPOSAL SUBMISSION INSTRUCTIONS**

Consultants are requested to submit one (1) original unbound copy, six (6) exact copies, and one (1) electronic copy on a USB flash drive of the proposal package, following County brand guidelines, to meet the requirements below:

**1. Firm Experience**

- Provide a detailed description of the firm's or team's experience in conducting community needs assessments, social services studies, senior services studies, or network assessments specifically related to aging populations and human services for seniors. Highlight any experience in assessing services for seniors, veterans, individuals with disabilities, and other dependent groups.
- Demonstrate the firm's understanding of the unique needs of senior populations, as well as experience with capital improvement planning for senior centers or similar facilities.

**2. Key Personnel Qualifications and Experience**

- Provide a description of the qualifications and experience of the key team members assigned to the project. Include experience with similar senior-focused projects or human service assessments, as well as any relevant experience in addressing senior care, social equity, aging infrastructure, and intergenerational service needs.
- Highlight any specialized skills or qualifications, such as expertise in senior housing, senior health services, capital planning for senior facilities, or multi-lingual engagement with diverse senior populations.
- Provide an organizational chart identifying all key personnel, including the primary point of contact with Gwinnett County, personnel responsible for quality control, sub-consultant coordination, and overall project management.

**3. Master Schedule and Project Approach**

- Submit a master schedule on a single sheet, illustrating the relationships between tasks, including anticipated meetings and key milestones over the duration of the study.
- Provide a written project approach outlining how the consultant team will execute all aspects of the study, including data collection, assessment, community engagement, and recommendations. Highlight any specific methodologies to assess senior services and capital needs for senior centers.

**4. Outreach and Engagement Strategy**

- Demonstrate a robust outreach and engagement strategy tailored to Gwinnett County's senior community. Include strategies to engage senior residents, caregivers, service providers, and stakeholders from diverse backgrounds and geographies.
- Describe how the team will engage rural, suburban, and urban senior populations, including non-traditional engagement methods (i.e., in-home visits, senior center outreach, use of local events, etc.). Ensure strategies include multi-lingual approaches to engage the county's diverse senior population.
- Outline how the engagement will incorporate feedback into the development of community-based strategies to support seniors.

**5. Alignment with Gwinnett County Mission, Vision, and Values**

- Describe how the proposed Comprehensive Senior Services Needs Assessment and Strategic Plan will align with Gwinnett County's Mission Statement, Vision Statement, and Core Values, with a focus on serving the senior population.
- Emphasize a commitment to promoting the Gwinnett Standard, upholding principles of equity, access, and community well-being, particularly for seniors and vulnerable populations.
- The response should also reflect how the proposed plan will align with other active plans such as the Gwinnett 2045 Unified Development Plan, the 2020 Gwinnett Parks and Recreation Comprehensive Master Plan, the 2018 Gwinnett Trails Master Plan, the 2023 Health and Human Services 5-Year Strategic Plan, etc. The consultant should demonstrate a thorough understanding of how these plans impact and inform senior service needs and strategies.

**6. References**

- Provide at least three (3) references from similar projects completed within the past five (5) years, specifically related to senior services, community assessments, or human services

planning. Each reference must include the client’s name, address, current telephone number, email address, and project details.

- Ensure contact information is verified for accuracy and note that Gwinnett County will make no more than two (2) attempts to reach each reference. References that do not respond will not count towards scoring. Provide references for the prime consultant.

**7. Cost Proposal**

- Submit a Cost Proposal in a separate sealed envelope. The Cost Proposal should include a summary of estimated hours, rates, expenses, and other costs aligned with the major tasks identified in the scope of services.
- Ensure the proposal details how the costs correlate with tasks such as senior landscape assessment, engagement, capital project recommendations for senior centers, and analysis of future senior service needs.
- If there are any recommended deviations from the scope of services outlined in this RFP, include the cost implications of those recommendations.

**VI. SELECTION PROCEDURE**

Gwinnett County will select the consultant that adds the most value in achieving the key objectives related to the senior services assessment and strategic planning. The selection team will review proposals based on the following criteria:

Criteria	Points
<b>Phase I: Technical:</b> Initially, proposals will be evaluated based on their relative responsiveness to the criteria described below and will be scored based on the point values as shown:	
<p><b>1 Firm Experience</b>                      The firm's experience in providing similar services, with an emphasis on senior services, human services assessments, and related capital projects, especially for facilities like senior centers.                       Key factors include size and scope of similar projects, particularly in assessing senior populations and their service needs.</p>	20
<p><b>2 Key Personnel</b>                      Relevant qualifications and experience of key personnel, focusing on their expertise in senior services assessments and capital improvement planning for senior facilities.                       Staff location in the Atlanta metro area, current workload, and ability to meet deadlines will also be evaluated.</p>	15
<p><b>3 Understanding and Approach</b>                      A clear demonstration of the consultant’s understanding of Gwinnett County’s senior population, services system, and the consultant’s approach to meeting or exceeding the project’s minimum requirements.                       This includes methodologies for data collection, engagement, and recommendations for capital project opportunities such as senior centers.                       Demonstration of an understanding and approach showing ability to meet or exceed the minimum requirements and specifications, with attention to aligning the senior services needs assessment with other key Gwinnett County plans.</p>	20
<p><b>4 Outreach and Engagement Strategy</b>                      The consultant’s strategy for conducting meaningful outreach and engagement with Gwinnett’s diverse senior population. The consultant shall ensure that all engagement is not only multi-lingual but culturally responsive, acknowledging and incorporating the diverse values, needs, and preferences of seniors from various cultural and ethnic backgrounds in Gwinnett County.</p>	10

	This should include detailed plans for engaging rural, suburban, and urban seniors, including multi-lingual engagement and collaboration with community partners.	
5	<p><b>Service and Plan Development</b>                  How well the Comprehensive Senior Services Needs Assessment and Strategic Plan aligns with Gwinnett County’s Mission, Vision, and Values, especially in terms of enhancing services for seniors.</p> <p>The consultant should demonstrate their commitment to the Gwinnett Standard, with a focus on equity, access, and the strategic management of senior services and assets.</p>	20
6	<p><b>References</b>                  The consultant must provide three (3) relevant references for projects of a similar size or larger, focusing on human services and senior care.</p> <p>Gwinnett County will verify contact information and make no more than two (2) email attempts. Points will be awarded based on the response of references.</p>	5
<b>Sub-Total</b>		<b>90</b>
<b>Phase II: Cost Proposal: The Proposals will be evaluated in order to select the firms or teams which rate highest according to the criteria listed in Items 1-6 above. The selection committee may then short list the highest scoring firms. The fees of the shortlisted firms will then be opened and scored.</b>		<b>10</b>
<b>Sub-Total</b>		<b>100</b>
<b>Phase III: Optional Interviews: Firms may be short-listed for further consideration. At the Department’s discretion, interviews may be required of short-listed firms. If interviews are required, The County will issue information regarding format and desired areas of emphasis to all short-listed firms and 0-10 points will be assigned on the basis of interview results.</b>		<b>10</b>
<b>TOTAL</b>		<b>110</b>
If a satisfactory Contract cannot be negotiated with the highest ranked proposer, negotiations may then be undertaken with the second ranked proposer and so on.		

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

**COST PROPOSAL  
(to be submitted in a separate sealed envelope)**

ITEM #	DESCRIPTION	TOTAL
1	TASK 1 – DATA COLLECTION	\$
2	TASK 2 – ASSESSMENT OF SENIOR SERVICES SYSTEMS	\$
3	TASK 3 – ASSESSMENT OF OPPORTUNITIES	\$
4	TASK 4 – PREPARE PROJECT DELIVERABLES	\$
<b>TOTAL COST NOT TO EXCEED</b>		<b>\$</b>

\*\*\*FOR INFORMATIONAL PURPOSES ONLY. Please attach a list of positions that will be used for this project and their hourly rates. This information will not be used in determining award.

Certification of Non-Collusion in Bid Preparation \_\_\_\_\_  
(Signature) (Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred and twenty (120) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this quote, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to bidders.

Legal Business Name \_\_\_\_\_

Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

Contact Person \_\_\_\_\_  
 (if someone other than the authorized representative listed above)

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

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

**CONSULTANT INFORMATION**

Please include this page as part of the proposal document and **NOT with the Cost Proposal.**

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

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

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

Representative Signature \_\_\_\_\_

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

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

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

**REFERENCES**

Provide three (3) satisfactory references where a project with a scope and size similar as the proposed project has been completed within the past five (5) years. Each reference should include the customer 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 \_\_\_\_\_







**RP054-24, Provision of a Comprehensive Senior Assessment and Five-Year Plan**

**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\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

<b>For Gwinnett County Use Only:</b>
Document ID # _____
Issue Date: _____
Initials: _____

\* 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).



**RP054-24, Provision of a Comprehensive Senior Assessment and Five-Year Plan**

**CODE OF ETHICS AFFIDAVIT**

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

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

1. \_\_\_\_\_  
(Company Submitting Bid/Proposal)

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

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

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

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

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

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20__
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public
_____	
Title of Authorized Officer or Agent of Contractor	(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com)

## PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate or a claim/aggregate limit of \$3,000,000 per occurrence and \$3,000,000 aggregate.
  - ✓ Insurance company must be authorized to do business in the State of Georgia.
  - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
5. Cyber Liability Insurance
  - (a) \$3,000,000 Limit for Network Security or Privacy Liability
  - (b) \$3,000,000 Limit for Data Recovery
  - (c) The insurance maybe included within a professional liability coverage form.
6. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.
7. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
8. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit.

- European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.  
\*See above note regarding Professional Liability
  11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
  12. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
  13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
  14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
  15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
  16. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
  17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
  18. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
  19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
  20. 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.
  21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

**GENERAL CONDITIONS  
TO CONSULTANT AGREEMENT  
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- 2 Contract Documents
- 3 Changes and Extra Work
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- 8 Termination for Convenience of the COUNTY
- 9 CONSULTANT to Cooperate with other Consultants
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## 1. DEFINITIONS

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

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

- 1.13 Liaison-Representative of the COUNTY who shall act as Liaison between the COUNTY and the CONSULTANT for all matters pertaining to this Agreement, including review of CONSULTANT's plans and work.

## 2. CONTRACT DOCUMENTS

### 2.1 List of Documents

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

### 2.2 Conflict and Precedence

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

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

## 3. CHANGES AND EXTRA WORK

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

## 4. PERSONNEL AND EQUIPMENT

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

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

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

5. ACCURACY OF WORK

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

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

6. FINDINGS CONFIDENTIAL

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

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

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

7. TERMINATION OF AGREEMENT FOR CAUSE

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



8. TERMINATION FOR CONVENIENCE OF THE COUNTY

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

All such expenses shall be properly documented and submitted to the Director or his designee for processing and payment. The Gwinnett County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the Director and the CONSULTANT.

9. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

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

10. INDEMNIFICATION

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

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

11. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

## 12. INSURANCE

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

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

The CONSULTANT shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that shown in the attached

Additionally, CONSULTANT shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that shown in the attached.

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

## 13. PROHIBITED INTERESTS

13.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder, unless disclosed per O.C.G.A.36-80-28. The CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

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

## 14. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the Department's prior written approval of the subconsultant. The Department will not approve any subconsultant for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$10,000 or more shall include the provisions set forth in this Agreement.

15. ASSIGNABILITY

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

16. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subconsultant, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17. ANTI-KICKBACK CLAUSE

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

18. AUDITS AND INSPECTORS

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

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

19. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20. VERBAL AGREEMENT OR CONVERSATION

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

21. INDEPENDENT CONSULTANT

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

22. NOTICES

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

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

**"SAMPLE"**  
**CONSULTANT CONTRACT**  
**RP054-24, Provision of a Comprehensive Senior Assessment and Five-Year Plan**

This **CONTRACT** made and entered into by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the COUNTY), and \_\_\_\_\_,  
(Party of the Second Part, hereinafter called the Consultant)

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

**1. TERM:**

This contract shall commence upon the date this contract is fully executed and be in effect for \_\_\_\_\_ consecutive calendar days.

**2. ATTACHMENTS:**

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

**3. PERFORMANCE:**

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

**4. PRICE:**

As full compensation for the performance of this Contract, the County shall pay the Consultant for the actual quantity of work performed, which shall in no event exceed \$ \_\_\_\_\_. The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The County agrees to pay the Consultant following receipt by the County of a detailed invoice, reflecting the actual work performed by the Consultant.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any

patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

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

**6. TERMINATION FOR CAUSE:**

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

**7. TERMINATION FOR CONVENIENCE:**

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

**8. CONTRACT NOT TO DISCRIMINATE:**

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

**9. ASSIGNMENT:**

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

**10. WAIVER:**

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

**11. SEVERABILITY:**

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

**12. GOVERNING LAW:**

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

**13. MERGER CLAUSE:**

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

(Signature Next Page)

**WINNETT COUNTY, GEORGIA**

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

WINNETT COUNTY, GEORGIA

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

ATTEST:

\_\_\_\_\_  
Signature  
  
Tina King, County Clerk  
Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
Gwinnett County Staff Attorney

CONSULTANT: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)



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

American Rescue Plan Act (ARPA) Edition

**The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.**

**This version has been updated to reflect requirements and exceptions of the American Rescue Plan Act.**

**(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.

In other words, all contracts triggered by the threshold stated above must include appropriate clauses to address violations and breaches of contract and will reference relevant sanctions and penalties to be imposed.

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.

*The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.*

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

**(D) American Rescue Plan Act (ARPA) – Labor Compliance; The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the SLFRF program, except for SLFRF-funded construction projects undertaken by the District of Columbia. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.**

Treasury has indicated in its final rule (31 CFR Part 35) that it is important that capital expenditure projects and necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality results, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to ensure that capital expenditure projects and water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality projects, but also to support the economic recovery through strong employment opportunities for workers. Using these practices in projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Gwinnett County will ensure compliance with the U.S. Department of the Treasury’s Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) Final Rule requirements through adherence to and completion of a Project Workforce Continuity Plan and Employment and Local Impact Reporting for all projects with capital expenditures.

**Through the completion of these documents, Gwinnett County, and its vendors, uphold that all wages earned are commensurate with similar construction jobs within the area in order to maintain adequate number of laborers to complete the job within a timely manner.**

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 labor standard provisions which include completion of a Project Workforce Continuity Plan and an Employment and Local Impact Report.

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

**(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) § 635.116 Subcontracting and contractor responsibilities**

**(a) Contracts for projects shall specify the minimum percentage of work that a contractor must perform with its own organization. This percentage shall be not less than 30 percent of the total original contract price excluding any identified specialty items. Specialty items may be performed by subcontract and the amount of any such specialty items so performed may be deducted from the total original contract before computing the amount of work required to be performed by the contractor's own organization. The contract amount upon which the above requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions.**

**(b) The grant recipient shall not permit any of the contract work to be performed under a subcontract, unless such arrangement has been authorized by the grant recipient in writing. Prior to authorizing a subcontract, the grant recipient shall assure that each**

subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. The Grant Administrator may permit the grant recipient to satisfy the subcontract assurance requirements by concurrence in a grant recipient process which requires the contractor to certify that each subcontract arrangement will be in the form of a written agreement containing all the requirements and pertinent provisions of the prime contract. Prior to the Grant Administrator's concurrence, the grant recipient must demonstrate that it has an acceptable plan for monitoring such certifications.

(c) To assure that all work (including subcontract work) is performed in accordance with the contract requirements, the contractor shall be required to furnish:

(1) A competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work), and;

(2) Such other of its own organizational resources (supervision, management, and engineering services) as the grant recipient contracting officer determines are necessary to assure the performance of the contract.

(d) In the case of a design-build project, the following requirements apply:

(1) The provisions of paragraph (a) of this section are not applicable to design-build contracts;

(2) At their discretion, the grant recipients may establish a minimum percentage of work that must be done by the design-builder. For the purpose of this section, the term design-builder may include any firms that are equity participants in the design-builder, their sister and parent companies, and their wholly owned subsidiaries;

(3) No procedure, requirement or preference shall be imposed which prescribes minimum subcontracting requirements or goals (other than those necessary to meet the Disadvantaged Business Enterprise program requirements of 49 CFR part 26).

Pursuant to Federal Rule (J) 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 (J) above.

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

**(K) § 635.108 Health and safety—Contracts for projects shall include provisions designed: (a) To insure full compliance with all applicable Federal, State, and local laws governing safety, health and sanitation; and (b) To require that the contractor shall provide all safeguards, safety devices, and protective equipment and shall take any other actions reasonably necessary to**

**protect the life and health of persons working at the site of the project and the safety of the public and to protect property in connection with the performance of the work covered by the contract.**

Pursuant to Federal Rule (K) 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 (K) above.

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

**(L) Certification Regarding Compliance with O.C.G.A. § 50-5-85—Grantee certifies that it is not currently engaged in, and agrees for the duration of this Grant not to engage in, a boycott of Israel as defined in O.C.G.A. § 50-5-85.**

Pursuant to Federal Rule (L) above, when federal funds are expended by Gwinnett County, the vendor certifies that it is not currently engaged in, and agrees for the duration of this Grant not to engage in, a boycott of Israel as defined in O.C.G.A. § 50-5-85. Grantee further agrees that this certification is incorporated into Grant # \_\_\_\_\_ as if completely restated herein.

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

**(M) Drug Free Workplace Compliance with O.C.G.A. 50-24-3 (2010)**

**(a) Drug-free Workplace. The Contractor/Grantee hereby certifies as follows:**

**(1) Contractor/Grantee will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and**

**(2) If Contractor/Grantee has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace program, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and**

**(3) Contractor/Grantee will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace program will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."**

**(b) Contractor may be suspended, terminated, or debarred if it is determined that:**

**(1) Contractor has made false certification herein above; or**

**(2) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).**

Pursuant to Federal Rule (M) 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 (M) above.

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

**(N) § 635.109 Standardized Changed Condition Clauses**

**(a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project, including construction services contracts of CM/GC projects, approved under 23 U.S.C. 106:**

**(1) Differing site conditions.**

**(i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.**

**(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.**

**(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.**

**(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)**

**(2) Suspensions of work ordered by the engineer.**



(i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**(3) Significant changes in the character of work.**

(i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

Pursuant to Federal Rule (N) 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 (N) above.

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

**(O) 102.05 Examinations of Plans, Specifications, Special Provisions, and Site of the Work**

The Bidder is expected to examine carefully the site of the proposed work, the Proposal, Plans, Specifications, Supplemental Specifications, Special Provisions, and Contract forms before submitting a Proposal. The submission of a Proposal shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing The Work and as to the requirements of the Plans, Specifications, Supplemental Specifications, Special Provisions, and Contract.

It is the obligation of the Bidders to make their own interpretation of all subsurface data that may be available as to the nature and extent of the materials to be excavated, graded, or driven through. Such information, if available and furnished to the Bidders by the Department, does not in any way guarantee the amount or nature of the material which may be encountered.

Pursuant to Standard Specifications Construction of Transportation Systems Rule (O) 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 (O) above.

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

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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 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

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**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: \_\_\_\_\_

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

**RP054-24**

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

**I. PREPARATION OF SUBMITTAL**

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

**II. DELIVERY**

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

**III. EXPLANATION TO VENDORS**

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents

supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

#### **IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS**

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

#### **V. WITHDRAWAL DUE TO ERRORS**

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the



original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

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

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

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

#### **VI. TESTING AND INSPECTION**

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

#### **VII. F.O.B. POINT**

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

#### **VIII. PATENT INDEMNITY**

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

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

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

#### **X. DISCOUNTS**

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount on the date of the County check.

#### **XI. AWARD**

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

#### **XII. DELIVERY FAILURES**

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

#### **XIII. COUNTY FURNISHED PROPERTY**

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

#### **XIV. REJECTION OF SUBMITTALS**

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

**XV. CONTRACT**

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (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 vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to

those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

**XVIII. TERMINATION FOR CAUSE**

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

**XIX. TERMINATION FOR CONVENIENCE**

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

**XX. SUBSTITUTIONS**

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

**XXI. INELIGIBLE VENDORS**

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

**XXII. PENDING LITIGATION**

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

**XXIII. OCCUPATION TAX CERTIFICATE**

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

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

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

the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

**XXV. AMERICANS WITH DISABILITIES ACT**

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

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

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

**XXVII. TAX LIABILITY**

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

**XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

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

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing

Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

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

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

**XXIX. SOLID WASTE ORDINANCE**

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

**XXX. GENERAL CONTRACTORS LICENSE**

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

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. (O.C.G.A. §36-84-1).

**XXXII. INDEMNIFICATION**

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or

person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

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

### **XXXIII. CODE OF ETHICS**

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, 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.