



April 24, 2024

**RP025-24  
REQUEST FOR PROPOSAL**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision of Homemaker Services for Gwinnett Senior Residents on an Annual Contract** with four (4) additional one-year options to renew 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 May 21, 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 **1:00 P.M. local time on April 30, 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 **12:00 P.M. local time May 1, 2024**. Proposals are legal and binding upon the Consultant when submitted. One unbound single-sided original, five (5) 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 16-17  
(To be submitted in a separate sealed envelope)**
- Firm Information, Page 18**
- References, Page 19**
- List of Subcontractors, Page 20**
- Contractor Affidavit, Page 21**
- Ethics Affidavit, Page 22**
- Required Contract Provisions For Non-Federal Entity  
Contracts Under Federal Awards, Pages 23-30**

**REQUEST FOR PROPOSAL  
PROVISION OF HOMEMAKER SERVICES FOR GWINNETT SENIOR RESIDENTS ON AN ANNUAL  
CONTRACT**

**I. BACKGROUND**

Gwinnett County has an approximate land area of approximately 437 square miles, with an approximate population of 957,402,135 according to the 2020 US Census. According to the US Census, there are 106,165 people 65 years old and older living in Gwinnett. Most people prefer to stay in their communities as they age, but they need access to supportive services to be able to do so. Aging can make daily household chores difficult and potentially dangerous to handle alone. Professional help with household chores can improve quality of life and extend the amount of time that seniors can successfully stay in their homes.

The Department of Community Services, Health & Human Services Division is the designated County Based Agency (CBA) responsible for the provision of senior services for the county. In this entire division capacity, Health & Human Services provides congregate meals, home delivered meals, in-home services (personal care, respite, and homemaker) and transportation services involving designated assistance to support various resident populations in Gwinnett County. The County seeks competitive proposals from qualified homemaking vendors who can provide light housekeeping (cleaning, vacuuming, sweeping, mopping, dusting, laundry, washing, drying, and storing dishes, bagging, and placing garbage in collection containers, making beds and changing linens (only while client is out of bed) services to seniors of Gwinnett County. Contractors may be a state entity, county, regional government entity, private non-profit or for-profit vendor.

**A. DEFINITIONS**

1. **Activities of Daily Living (ADLs)**: Normal routines involving personal care and mobility, the everyday activities around self-care. These consist of eating, bathing, grooming, dressing, transferring, and continence.
2. **Frail**: (As defined by the Older American's Act) unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision; or due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.
3. **Homemaker Services**: Assistance with light cleaning (Cleaning, vacuuming, sweeping, mopping, dusting, laundry, washing, drying, and storing dishes, bagging, and placing garbage in collection containers, making beds, and changing linens (only while client is out of bed) in areas in the home which includes kitchen, bedroom, bathroom, and living room. Gwinnett County will assign the daily tasks to be carried out by the selected vendor.
4. **Instrumental Activities of Daily Living (IADLs)**: Functions and actions necessary for an individual to maintain his/her immediate environment. These consist of: managing money, telephoning, preparing meals, laundry, housework, outside home, routine health, special health, and being alone.

## **II. SCOPE OF WORK**

The Gwinnett County Board of Commissioners is seeking qualified vendors for the provision of homemaker services to homebound seniors (60 years old and older). Gwinnett has directly provided this service to seniors for over forty years. The Department of Community Services, Health & Human Services Division administers this contract in partnership with the Atlanta Regional Commission with resources identified under the Older Americans Act. The selected vendor (s) must demonstrate compliance with the Georgia DHS Division of Aging Services Homemaker Service Requirements (Section 306) and any future revisions.

The successful provider shall be capable of providing qualified homemaking services to up to 200 seniors. Each senior client will receive between one (1) to three (3) hours per visit on a weekly or bi-weekly basis. The scope of work for this project includes provision of staffing/personnel, staff scheduling, travel to client homes, completion of identified homemaker tasks and documentation of the home visit. Supplies to perform the work will be provided by senior clients. The selected vendor(s) will initiate services within ten (10) working days from the date of receiving a referral from the County, and thereafter deliver identified services on a regular basis in accordance with the established service plan.

To be successful with this contract, the selected vendor should have personnel who receive client calls during business hours, schedule client visits, and provide homemaking services in the clients' home. It is strongly encouraged to have one designated office personnel who is available during business hours to address the needs of this project. A minimum of five full-time homemakers, or a minimum of seven part-time homemakers is also encouraged to meet the needs of this contract. Annual quantities on the projected schedule are estimates only. Quantities will vary depending upon the needs of the County.

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

1. The Selected Respondent shall provide homemaking services for a minimum of one (1) hour up to three (3) hours for identified Gwinnett County clients.
2. Service will be provided Monday–Friday 8:00 a.m.–6:00 p.m., including pre-approved holidays. Holidays and weekends, if applicable, must be pre-approved in writing by Gwinnett County.
3. The Selected Respondent shall provide a scheduled service at the same time and day each week. The selected vendor will maintain continuity with all client's schedule and assigned aides. Gwinnett county understands that schedules and aides may fluctuate, but continuity is the goal for all clients serviced through Gwinnett County. When schedules and/or aides fluctuate all selected vendors must notify the In-Home Services Program Specialist with the updated Aide info regarding changes.

### **B. PERSONNEL REQUIREMENTS**

1. The selected vendor(s) must provide an organizational chart to show the structure of departments, positions, and job titles in the organization. The chart must include

personnel who receive client calls during business hours, schedule client visits, and provide homemaking services.

2. The Selected Respondent shall ensure that all homemakers under this contract comply with all Federal, State and Local policies. The Provider must demonstrate compliance with the Georgia DHS Division of Aging Services Section 306, Homemaker Service Requirements, and any future revisions.
3. State approved fingerprinting must be on file and approved prior to providing any services under this contract.
4. All homemakers must successfully have the following on file:
  - a. Orientation training list
  - b. Abuse & Neglect/Mandated Reporter Training
  - c. Proof of minimum job qualifications
  - d. Identification on record
  - e. Employment history (including proof of experience providing care to older adults)
  - f. Fingerprint Background Eligibility Letter
  - g. Job description
  - h. Receipt of code of ethics
  - i. TB screening at the time of hire and annually thereafter
  - j. Annual performance review
  - k. Eight (8) hours annual in-service or additional training documented.

### **C. SPECIAL PROVISIONS**

1. Clients must reside in Gwinnett County or be pre-approved by Gwinnett County. Services will be within the 437 square mile radius of Gwinnett County.
2. Providers of homemaker services are not subject to state licensure unless the homemaker tasks are provided as a component of a service subject to licensure, such as personal care, companion sitter services, or in-home respite care. For additional information on state licensure, refer to Georgia Department of Human Services Manual 5300 (hereinafter referred to as "MAN 5300"), Section 208.
3. No outside guest or person unrelated to the provision of service may accompany or attend client visit, nor should any outside visit beyond scheduled services occur.

4. The provider is encouraged to use time tracking technology to allow for accurate verification for documentation.

#### **D. GENERAL STANDARDS**

##### **1. Office Location:**

- a. The selected vendor is not required to have a location in Gwinnett County.

##### **2. Referral of Clients:**

- a. Prospective clients shall be assessed by Gwinnett County Health and Human Services' Care Management Team for appropriateness and eligibility. They will then be referred to the agency for service initiation.
- b. All assessments and documents completed by Gwinnett County staff will be housed at Gwinnett County. The referral to the vendor will consist of a care plan with basic demographics, emergency contact, tasks assigned, frequency and duration, and any pertinent information deemed by Gwinnett County staff.
- c. Alongside the selected vendor, Gwinnett County homemaking services are provided by in-house staff as well and the County reserves the right to use in house staff to supplement this contract when in the best interest of the County.
- d. The vendor will initiate services within ten (10) working days from the date of receiving the referral, and thereafter deliver them on a regular basis in accordance with the established service plan. The care plan will have the referral date on it. The selected agency will need to document the start date for services as well as communicate to the In-Home Services Program Specialist the date homemaking services were started for the assigned client.

##### **3. Section 306 Compliance:**

- a. Gwinnett County shall provide ongoing care management, service plan, and supervisory visit compliance according to Section 306. Supervisory visits will be completed by the selected vendor. The first supervisory visit will be made within 30 days of the end of the first six (6) months of service delivery and annually thereafter. The visits are made to ensure that the needs of the client are being met, to assure that the homemaker is performing tasks according to the service plan, to assure that the client is cooperating with and benefiting from the care plan, and to remedy any areas of deficiency. Supervisory documentation will be provided to the In-home Services Coordinator upon completion of visit. Supervisory visits will be monitored and tracked to ensure the selected agency stays in compliance. If changes are needed, the in-home services program specialist and team will confirm changes to the agency via an updated care plan.

**4. Personal Protective Equipment:**

- a. The selected vendor shall be responsible for providing safety equipment/supplies necessary for protection of personnel safety.

**5. Hours of Service:**

- a. Services will be provided Monday–Friday 8:00 a.m.–6:00 p.m., including pre-approved holidays. Holidays and weekends, if applicable, must be pre-approved in writing by Gwinnett County.

**6. Required Time Per Visit:**

- a. Homemaker services shall be provided between 1-3 hours for each client per visit.

**7. Supplies:**

- a. The client is expected to provide cleaning supplies.

**8. Substitutions:**

- a. The selected vendor shall provide a substitute in the event of staff absence for all client visits.

**9. References:**

- a. The selected vendor(s) must have demonstrated success with light housekeeping in residential homes for a client base of 125 or more. A minimum of three (3) references within the last three years should be provided on the “References” form included herein.

**10. Quality Assurance:**

- a. Quality assurance and program evaluation will be conducted by Gwinnett County on an ongoing basis and also as part of an annual audit.

**11. Termination of Client Services:**

Termination of homemaker services, for a given client, will be determined by Gwinnett County as part of the initial referral and/or appropriate follow up communication(s). If a termination request is provided by the client to the vendor, the vendor will communicate to Gwinnett County for follow up. Confirmation will be sent regarding official termination of the clients’ homemaking services.

Changes to services and care plans will only be done by Gwinnett County staff. If a change to services is deemed for the client by the vendor, it will need to be communicated with the In-Home Services Coordinator for approval and proper documentation.

## E. REPORTING

1. Selected Respondent shall cooperate with and provide any information for any other report(s) as required by Gwinnett County.
2. Reports of incidents with a client must be reported verbally to Gwinnett County staff within one hour of the occurrence and followed up in writing via email within 24 hours of the occurrence. If a police report is issued, it must be submitted within five business days.
3. Written responses to complaints are required within three (3) business days and a complaint log with resolution must be maintained for audit.
4. Selected Respondent will be required to submit a schedule of client visits for the upcoming week (including day and approximate time) to be received no later than Friday prior.
5. Activity records from each visit are to be sent weekly. They must include but not limited to date, arrival time, departure time, services rendered, client signature and homemaker signature. These records need to be submitted by the end of business day on Tuesday, following the week's end. The selected vendor will send the activity records to the appropriate staff members which will be assigned by Gwinnett County in orientation. The end of month might cause tighter deadlines for submission of records. Activity records are subject to Gwinnett County audit for verification of accuracy and fulfillment during the term of the contract. Vendor is encouraged to use time tracking technology and accurate verification for documentation.
6. Providers shall be required to respond to periodic consumer satisfaction surveys administered by Gwinnett County staff.
7. Invoices shall be on company letter head and include the vendor number, date of final approved invoice was sent, the date(s) of service, and are to be detailed by line item(s) in the contract. Invoices must be sent to disbursements at [disbursements@gwinnettcountry.com](mailto:disbursements@gwinnettcountry.com).
8. Billing for the previous month shall be received no later than two working days following the service month's end. Payment terms for this contract will be net 30 from the date of approved invoice. The vendor will be responsible for any merchant charges that may arise through e-payable payment terms.
9. Late billing for any client cannot be billed past 30 days. There will be no late billing allowed for the end of the year, December 31st and the end of the State fiscal year, June 30th, due to the New Year and new grant year starting.

- 10. Services are to be provided on a contractual basis and Gwinnett County will provide no compensation beyond a monthly invoice. The contractor shall be responsible for payment of any and all compensation and/or benefits to his/her employees.

**F. PROGRAM PERFORMANCE EVALUATION**

Gwinnett County will provide continuous quality evaluation of the contract through telephone contact, records review, customer satisfaction surveys and other methodologies. Vehicles must be available to Gwinnett County or its agents for inspection at any time. An annual audit will be performed.

**G. AWARD**

It is the intent of Gwinnett County to award a Primary Service provider and a Secondary Service Provider so that all client needs are met. However, the County reserves the right to award the contract in its best interest. The Primary Service Provider will be the first company to be advised of a client. The County reserves the right to alternate clients to both service providers considering the total number of existing clients and other applicable information to determine when to utilize the Secondary Service Provider. Both service providers shall be responsible for complying with all requirements listed in this proposal.

**H. GWINNETT COUNTY 2024 HOLIDAY SCHEDULE**

HOLIDAY	DATE OBSERVED*
New Year’s Day	Monday, January 1, 2024
Martin Luther King, Jr. Day	Monday, January 15, 2024
President’s Day	Monday, February 19, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Monday, June 19, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving	Thursday, November 28, 2024
Day After Thanksgiving	Friday, November 29, 2024
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024



- III. REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS:** The subsequent contract and agreement will be required to include and meet the provisions for Non-Federal Entity Contracts Under Federal Award as outlined on pages 23-30 of this solicitation.

To be considered for award, firms must have a Unique Entity Identifier (UEI) number and an active registration with SAM.gov. **Firms must have an active registration with SAM.gov. Proof of active status or registration should be provided with the firm's bid. Failure to provide proof of active registration with bid may result in bid being deemed non-responsive.** For instructions on how to obtain a UEI number, please refer to **Attachment A – Instructions for Requesting a UEI.**

#### IV. REQUEST FOR PROPOSALS

1. Gwinnett County will not pay any Consultant for work done in preparation of this proposal.
2. One (1) unbound original (designated as original) and five (5) bound copies of the proposal should be submitted. All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing consultant. The original proposal should be signed in ink by a company official who has authorization to commit company resources. The Cost Proposal shall be submitted in a separate sealed envelope as it is evaluated at a separate time.
3. Proposal shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, GA 30046 and should be identified with the proposal number and company name on the outside.
4. Sole responsibility rests with the Consultant to ensure their proposal is received on time at the above stated location.
5. Proposals submitted by alternate means other than those specified in this solicitation will be rejected and disposed of accordingly. This includes proposals sent by facsimile, email, or any other electronic or telegraphic means. If the County receives a proposal through such alternate means, the County does not assume any burden or liability to notify the Consultant that the proposal has been rejected.
6. Proposers are to follow the instructions outlined in this solicitation and failure of the Proposer to do so may result in the County deeming the Proposer's submittal as non-responsive. Consultants are expected to allow adequate time for delivery of their proposals either by hand delivery, postal service or other means. Late proposals will not be accepted and will be returned to the Proposer.
7. Between the date of the issuance of the solicitation and the date of the final contract award, 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 without permission of the Purchasing Associate named in the solicitation. Violations will be reviewed by the Purchasing Director. 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. This process is to ensure that all prospective respondents have the same level of knowledge relative to the RFP, as well as, ensuring any additional data is made available to all proposers.

8. Submitted proposals and all documentation regarding the proposals will not be made available to the public until such time that an official action has been taken to award or reject this solicitation. All proposals and supporting materials, as well as correspondence relating to this RFP, become property of Gwinnett County when received and will be subject to the Georgia Open Records Act.
9. All applicable State of Georgia and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Consultants and services throughout and incorporated herein by reference. The Agreement with the selected Consultant, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.

## **V. PROPOSAL EVALUATION AND SELECTION PROCEDURES**

It is the intent of the County, through this request for proposal and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the Agreement resulting from this request for proposal. Before submitting a proposal, Respondents shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the proposal and shall be made a part of the contract.

It shall be the Respondent's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. The terms of the proposal and the Selected Respondent's proposal and any additional documentation (e.g., questions and answers) provided during the solicitation process will be integrated into the final contract for services entered between the County and the selected Provider. Each Respondent, by making a proposal, represents that this document has been read and is fully understood.

The Technical Proposal should be signed in ink or through DocuSign or a similar program by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal. All manual signatures should have the name typed directly under the line of the signature. Responses to this proposal document will be evaluated by a selection committee consisting of various process owners within the County. At any point in time during all rounds of the evaluation, a Respondent may be excluded from further consideration.

The County will utilize the following criteria to reach a finalist decision:

**Phase I: Technical Scoring Criteria (1-4)****1. Provider Experience and Qualifications – 30 points**

- a. Level of in-home service knowledge and number of years of experience providing homemaking services.
- b. Responsiveness to information requested in the Request for Proposals and demonstrated ability to perform the services requested.

**2. Dedicated Staffing – 30 points**

- a. Evidence of an appropriate number of staff (Administrative, homemakers, etc.) available to perform the services requested.
- b. Resumes, licenses and certifications for the primary staff responsible for providing the transportation services.

**3. Understanding and Approach – 15 points**

- a. Written plan that will be used to handle the delivery of homemaking services for this contract (scheduling and managing homemakers and clients).
- b. Vendor's understanding of the contract requirements

**4. References – 15 points**

- a. Demonstrated history of providing similar services to comparable entities
- b. Timely response and confirmation of services from specified references

**5. Phase II: Cost Proposal – 10 points**

- a. Cost Proposal (to be submitted in a separate sealed envelope)

**6. Phase III: Optional Interviews – 10 points**

- a. Respondents may be short-listed for further consideration. At the Department's discretion, interviews may be required of the short-listed respondents. If interviews are required, the County will issue information regarding format and desired areas of emphasis to all short-listed contractors and 0-10 will be assigned on the basis of interview results.

Part I Evaluation: The above categories of criteria will be used to evaluate the proposals based on their relative responsiveness and will be scored based on the point values as shown. Please note that references, and subsequent reference checks, are a required component of Part I scoring.

Part II Evaluation: Respondents may be short-listed for further consideration. The Cost Proposal of the short-listed Respondents from Part I will be opened, reviewed, and scored with the lowest cost receiving the most points and the other Respondents receiving proportional points based on the differences in proposal costs.

The Financial Offer of the short-listed vendor(s) will then be opened and scored. The highest scoring vendor may be selected at this point, or the committee may invite several of the highest scoring vendors to interview. The number of vendors shortlisted and interviewed, if any, will be at the discretion of the selection committee.

If an interview is requested, it will be worth an additional 10 points in the selection process. The vendors will be responsible for any cost associated with the request for additional information and/or an interview. If unable to reach an agreement with the highest scoring vendor, the County may then negotiate with the second ranked vendor and so on until a satisfactory agreement has been reached or the County may terminate the process.

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with the values as shown below:

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:		
1	<b>Provider Experience and Qualifications</b>	30
2	<b>Dedicated Staffing and Vehicles</b>	30
3	<b>Understanding and Approach</b>	15
4	<b>References</b>	15
Sub-Total		90
<b>Phase II: Cost Proposal:</b> The Proposals will be evaluated in order to select the respondent(s) which rate highest according to the criteria listed in Items 1-4 above. The selection committee may then short list the highest scoring respondents. The Cost Proposals of the shortlisted respondents will then be opened and scored.		10
Sub-Total		100
<b>Phase III: Optional Interviews:</b> Respondents may be short-listed for further consideration. At the Department's discretion, interviews may be required of the short-listed respondents. If interviews are required, the County will issue information regarding format and desired areas of emphasis to all short-listed contractors and 0-10 will be assigned on the basis of interview results.		10
<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.		

## VI. PROPOSAL RESPONSE REQUIREMENTS

To facilitate the analysis of responses to this request for proposal, Respondents should prepare their proposals using the instructions outlined in this section. Respondents should respond in full to all sections and follow the proposal format (section numbering, etc.) in the response. Do not submit website links in lieu of written responses. To ensure the County's ability to evaluate and choose a successful Provider for this project, you are encouraged to be responsive to the specific range of information requested in this solicitation.

Submission of excessive boilerplate information, including sales brochures, is discouraged.

### 1. Part 1, Tab A - Provider Experience and Qualifications – 30 Points

The response to the request for proposal should include the following regarding the respondent's profile:

Cover Letter and Executive Summary - the Cover Letter shall be on the respondent's letterhead. Within the cover letter, please identify the person who will be the main point of contact with the County, and who can negotiate in terms of both scope and cost. Provide the point of contact's name, title, email, mailing address, and telephone number. An individual authorized to legally bind the company must sign the cover letter.

The Executive Summary should be limited to a brief narrative not to exceed two (2) pages describing the proposed services to be offered and the respondent's qualifications. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The executive summary should not include any references to cost.

Respondent Overview - Include the scope of operations and general data regarding your company/organization as outlined below. Also note any special expertise, assessments and/or certifications that would enhance your qualifications.

- a. **Business Organization** – the type of business you are registered as (i.e., LLC, Chapter S Corporation, etc.)
- b. **Length of time in business** – include the date the business started and any name changes, mergers and acquisitions that have taken place since the business started.
- c. **Locations** – list headquarters and location information including numbers of employees at each location.
- d. **Customer base** – list the total number of customers/clients that you have to date and the number of other transportation projects that your company is currently handling.
- e. **Subcontractors** - provide a description of the role and the level of involvement proposed for any subcontractors that you would use, as well as the subcontractor's prior experience and other qualifications to provide specified services.
- f. **Other key differentiators and justifications** as to why your business is the most qualified to provide the services requested in this request for proposal.

Prior Experience: Provide a detailed narrative describing your qualifications and recent experience in providing demand response, non-fixed route, door-to-door and/or curb-to-curb transportation services. The experience shown should be work done by individuals who will be assigned to this project as well as that of your business/company.

- a. Company name and contact information, including phone, email, and address
- b. Scope and Size of Project, including total number of staff that you used and the total number of vehicles you used to provide transportation services
- c. Start and End Dates
- d. Detail any issues encountered while working with the company and how these issues were resolved.

## **2. Part 1, Tab B - Dedicated Staffing & Vehicles – 30 Points**

The response to the request for proposal should include the following:

### Dedicated Staffing & Fleet/Vehicles

- a. Include bios and/or resumes for any owners of the business/company, managers, and/or coordinators that will be responsible for managing the work of this contract.
- b. Include an organizational chart that shows the number of staff people and their positions for the business/company.
- c. List all personnel that will be working on the project should the Respondent be chosen (state whether the person will be full-time or part-time).
- d. Include a written narrative that explains how employees and/or subcontractors are hired and trained to provide transportation services with your business/company. State what quality assurance processes are in place to ensure the ongoing qualifications and professionalism of the team members.
- e. State the number of vehicles that will be dedicated to this project (include the year, make, model for each vehicle). State whether the vehicle is ambulatory or wheelchair accessible. State whether your company/business can provide transportation for clients using a stretcher.
- f. Provide information about your fleet/vehicle maintenance schedules (include last known date of maintenance for each vehicle).

## **3. Part 1, Tab C - Understanding & Approach– 15 Points**

The response to the request for proposal should include the following:

Work Plan

- a. Provide a written narrative that explains what transportation services you will provide if awarded this contract and how you would provide this service.
- b. Describe in a written narrative your plan for scheduling rides, determining routes, and providing transportation services to residents located throughout the entire county (437 square mile radius).
- c. Describe your communication plan. How will you communicate with the County if awarded this project? How will you communicate with seniors and clients with disabilities? What plans do you have to address any afterhours communication needs that may occur?
- d. What will you do to provide high quality customer service if awarded this contract?
- e. As several populations are served, describe how you will pivot and provide a variety of services to the needs of each population?

**4. Part 1, Tab D – References – 15 Points**

The Respondent must provide at least three (3) references (within the last 5 years) in which transportation services were provided. The inability to obtain reference information will be considered in the evaluation process and points will be deducted from the total reference score if references cannot be reached or are returned unfavorable.

**5. Part 2, Cost Proposal – 10 Points**

Provide a cost proposal as outlined in the Cost Proposal within this Request for Proposal. Submit Fee Schedule in a separate sealed envelope clearly marked "COST PROPOSAL" with the Proposal number and Section written on the outside of the envelope.

**6. Part 3, Optional Interviews – 10 Points**

Contractors may be short-listed for further consideration. At the Department's discretion, interviews may be required of the short-listed contractors. If interviews are required, the County will issue information regarding format and desired areas of emphasis to all short-listed contractors and 0-10 will be assigned on the basis of interview results.

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

ITEM #	DESCRIPTION	APPROX. ANNUAL QTY	UNIT PRICE	TOTAL
1	Provide in-home homemaker services to up to 200 seniors	7,200 hours	\$	\$
2	Provide in-home homemaker services on a pre-approved holiday	125 hours	\$	\$
<b>TOTAL</b>				<b>\$</b>

**NOTES:**

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

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. **Contract to begin August 31, 2024 or upon award.**

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

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

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

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

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

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

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



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

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

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

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 \_\_\_\_\_

**FIRM 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)*

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 BID DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL*

**REFERENCES**

Provide three (3) satisfactory references where work has been completed with a scope and size similar as the proposed project within the past three (3) 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 \_\_\_\_\_





**RP025-24, Provision of Homemaker Services for Gwinnett Senior Residents on an Annual Contract**

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

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

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

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

BY: \_\_\_\_\_  
Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

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

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



**RP025-24, Provision of Homemaker Services for Gwinnett Senior Residents on an Annual Contract**

**CODE OF ETHICS AFFIDAVIT**

**PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.**

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

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

- 2. Please select one of the following:
  - No information to disclose (*complete only section 4 below*)
  - Disclosed information below (*complete section 3 & section 4 below*)

3. If additional space is required, please attach list:

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

4. BY: \_\_\_\_\_  
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Notary Public

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**

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

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

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

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

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

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

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

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

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

Does vendor agree to abide by the above?

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Recovered Materials**

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

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

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

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

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

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

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

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

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

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

The contractor agrees to:

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

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

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

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

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

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

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

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

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

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

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

## STANDARD 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) \$500,000 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, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit.

- European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
  10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
  11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
  12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
  13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
  14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
  15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
  16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
  17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
  18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
  19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
  20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.



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

**RP025-24**

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

**I. PREPARATION OF SUBMITTAL**

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

**II. DELIVERY**

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

**III. EXPLANATION TO VENDORS**

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information

given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

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

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

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

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without

penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

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

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

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

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

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

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

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

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

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

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

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the

Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

#### **X. DISCOUNTS**

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

#### **XI. AWARD**

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

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

Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for

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

**XIII. COUNTY FURNISHED PROPERTY**

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

**XIV. REJECTION OF SUBMITTALS**

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

**XV. CONTRACT**

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

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

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

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed

or service provided pursuant to the contract, the County shall pay the vendor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

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

**XVI. NON-COLLUSION**

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVII. DEFAULT**

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

**XVIII. TERMINATION FOR CAUSE**

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

**XIX. TERMINATION FOR CONVENIENCE**

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

**XX. SUBSTITUTIONS**

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

**XXI. INELIGIBLE VENDORS**

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett



County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

**XXII. PENDING LITIGATION**

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

**XXIII. OCCUPATION TAX CERTIFICATE**

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

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

The Purchasing Policy & Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Policy & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

**XXV. AMERICANS WITH DISABILITIES ACT**

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

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

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

**XXVII. TAX LIABILITY**

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided

for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

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

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

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

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

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

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

**XXIX. SOLID WASTE ORDINANCE**

No individual, partnership, corporation, or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste

Ordinance and all other applicable local, state and federal legislation, rules, regulation, and orders.

**XXX. GENERAL CONTRACTORS LICENSE**

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

**XXXI. PRODUCTS MANUFACTURED IN GEORGIA**

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

**XXXII. INDEMNIFICATION**

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

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

**XXXIII. CODE OF ETHICS**

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

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.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@gwinnettcounty.com](mailto:vendorelectronicpayment@gwinnettcounty.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

**DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.

## Unique Entity Identifier - UEI (SAM)

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

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

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

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

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

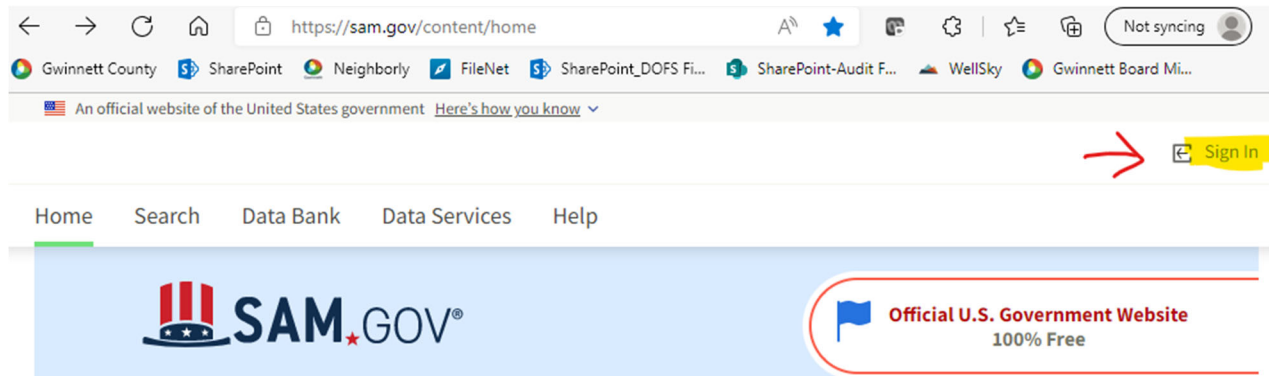
### To Create a User Login

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

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

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

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



ATTACHMENT A  
INSTRUCTIONS FOR REQUESTING A UEI



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

Email address

Password

 Show password

## Create your account

Enter your email address

Select your email language preference

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

- English (default)
- Español
- Français

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

## To Request a UEI (SAM)

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

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

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

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

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

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

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

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

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

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

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

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

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

