GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.8720 | F: 770.822.8735
GwinnettCounty.com

September 16, 2026

REQUEST FOR PROPOSAL
RP028-26

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision of Emergency Medical Patient Billing Services on an Annual Contract** with four (4) additional one year options to renew for the Department of Fire and Emergency Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on **October 7, 2026** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted.

Proposals will be publicly opened, and only names of submitting service providers will be read at 3:00 PM. The opening will be virtual ONLY. To access the proposal opening, click here to join, or join by dialing 1-323-676-6170. Access Code is: 562 823 287#. A list of service providers submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding proposals should be directed to Diana Turner, Purchasing Associate II at Diana.Turner@GwinnettCounty.com or by calling 770-822-8727, no later than **September 24, 2026**. Proposals are legal and binding upon the service provider when submitted. One (1) unbound original, four (4) copies, and one (1) digital copy on a flash drive should be submitted.

Successful service provider 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-10 or higher.

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

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

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

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

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

Diana Turner
Purchasing Associate II

The following pages should be returned as part of your proposal:

Proposal Fee Schedule, Page 13 (Separate Sealed Envelope)
Service Provider Information, Page 14
References, Page 15
Code of Ethics Affidavit, Page 38
Contractor Affidavit, Page 39

PURPOSE

The Gwinnett County Board of Commissioners (Gwinnett) is soliciting proposals from qualified service providers to provide a comprehensive emergency medical billing and records management system which will integrate with ESO Solutions field reporting system for the Gwinnett County Fire and Emergency Services (GCFES) Department. Service providers should provide a format, time frame, fee schedule to accomplish the work, and references. Gwinnett County reserves the right to award the contract based upon the best interest of the County. Gwinnett County assumes no liability, financial or otherwise for the preparation, publication, or any travel related to the preparation or submission of this Request for Proposal (RFP).

GCFES realizes that specialty companies may be able to capitalize on revenue streams and thus enhance total revenues through expanded operations that are beyond the scope of GCFES.

GCFES does not support the use of aggressive collection practices to enhance revenues.

BACKGROUND

GCFES is located in Northeast Metro Atlanta, Georgia and has a land area of 437 square miles and a population approaching 1,000,000 citizens.

Gwinnett employs approximately 960 firefighters, paramedics, emergency medical technicians, EMT-I and EMT-A. The annual call volume is approximately 95,000 of which approximately 48,500 are medical transports. Requests for fire and emergency medical services (EMS) increase at a rate of approximately 2% per year.

The department is divided into five (5) battalions consisting of 31 fire stations housing 31 engines, 12 ladders, two (2) staffing squads, 33 Advanced Life Support (ALS) transport medic units, as well as other specialty units and support staff.

GCFES collects medical data in the field using ESO Solutions. EMS personnel will complete the required computerized patient care report, including billing information and submit the file, via cellular network, to an offsite location where the server resides. The reports are reviewed by field staff, station officers, medical supervisors, and quality improvement officers remotely at their respective stations. The reports are uploaded immediately to Georgia State Department of Public Health – State Office of EMS.

For the year 2025, EMS generated 48,500 transports and entered 95,000 Patient Care Reports (PCR's) including no transports. EMS typically transports patients to four (4) in-county hospitals as well as twenty-five (25) out-of-county area hospitals.

GCFES' current payer mix is as follows:

i.	Medicare	45%
ii.	Private Insurance	32%
iii.	Medicaid	10%
iv.	Patient	9%
v.	Other	4%

EMS REVENUE BACKGROUND AND INFORMATION

GCFES bills for services on all medical transports. Services delivered on scene are not charged except when ALS services are needed to determine end of life on scene. The billing cycle begins with the generation of a trip report at time of service and completion of the billing information. GCFES ambulance trip reports are completed utilizing ESO Solutions electronic patient care system which transmits the patient care report electronically to the EMS billing service.

GCFES maintains a full-time EMS billing section comprised of two (2) full-time and (2) two part-time employees. The section is responsible for being the liaison between GCFES and the third-party EMS billing company. This section is also responsible for processing refunds to patients or insurance companies due to over payment of a bill. GCFES captures the pertinent medical information for all services rendered and submits this to the billing company.

The current charges that GCFES utilizes are $975.00 flat rate plus $15.00 per mile, with an average transport of 8.3 miles.

SCOPE OF SERVICES

The successful service provider will be expected to provide comprehensive emergency medical services electronic billing. The service provider will be expected to function as an independent service provider. Rates charged for all services rendered for County transports shall be those rates adopted by the Gwinnett County Board of Commissioners and GCFES may modify the rates at any time. All policy decisions will be made by Gwinnett and administered by the service provider.

The successful service provider will be expected to perform all necessary services related to the development, implementation, operation, and maintenance of a medical billing system. This includes:

i. Associated software/hardware
ii. Establishment of master files and sub files
iii. Invoice tracking system
iv. Accounts receivable (AR) by patient name/account system
v. Cash management system
vi. Related financial reports

The successful service provider, in carrying out the above, will be expected to cooperate with GCFES to determine the training, form requirements, necessary files, and other materials and services as required for initiating and maintaining these operations.

Accounts sent to collections must be written off the service provider's receivable balance. A monthly report detailing the accounts removed from the Accounts Receivable (AR) balance must be provided to Gwinnett County.

The service provider will provide a monthly report for accounts to be considered for write off with:

i. Patient's name
ii. County assigned electron patient care report (ePCR)/case number
iii. Insurance type
iv. Insurance company name
v. Adjustment code/reason
vi. Date of service (DOS) amount

The report must provide a total of the write-off dollar amount.

If GCFES determines untimely filing denials are the result of the service provider's actions or lack of actions, the service provider will be responsible for reimbursing GCFES for the lost revenue and will not be permitted to attempt to collect from the patient.

GCFES will be provided with 24/7 access to all data transmitted to the service provider. Approved GCFES employees shall be provided with the ability to run reports from the data utilizing approved report writing software. If full access is not available to the master database, GCFES will require daily downloads to a database that resides at Gwinnett County. The service provider will provide a data dictionary for the master and all associated databases.

All monthly reports are to be provided to GCFES by the 10th business day of the month.

The successful service provider will provide monthly performance reports on GCFES' ePCR data and performance to include but are not limited to patient demographics, insurance information, patient/guarantor signatures, patient DOB, patient address, and medical record number by Agency and by individual medic. These reports will also provide a comparison of GCFES to other EMS Agencies of similar size throughout the United States.

ADDITIONAL INFORMATION

While each proposal will be considered objectively, the County assumes no obligation to accept or act on any proposal.

The County assumes no liability for any costs incurred in preparing or submitting any proposals, including costs in relation to any opportunities for interview or presentation.

The County will check all references furnished and will consider responses received in determining the award.

Service providers 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 between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the service provider may be disqualified from consideration for award.

A person who has legal authority to contractually bind the service provider shall sign the proposal.

PROPOSAL FORMAT

This RFP is intended to be flexible in nature to allow the service provider to be creative in the approach to meeting the RFP requirements. This should encourage the participation of qualified service providers. It is the intent of Gwinnett to obtain the best solution for Gwinnett's needs and request all service providers to include any and all system interfaces that currently exist.

In an effort to protect the investment Gwinnett will make in this project, this RFP seeks assurance that the service provider:

i. Has a proven track record in the EMS billing industry
ii. Has the ability to meet the needs of Gwinnett County Fire and Emergency Services
iii. Has the ability to deliver quality product

To evaluate the proposals fairly, each service provider is required to describe how each specification or requirement of the RFP will be satisfied. It is not sufficient to state for example: "Acknowledged", "Understood", "Will Comply", etc. The format of the response should follow the format of the RFP and reference the item number and repeat the requirement prior to each response.

The service provider should indicate if the specified requirement in this section can be met and indicate what section, number and/or letter of the RFP response where an explanation is given.

The service provider should indicate if the specified requirement in this section can be met and indicate what section, number and/or letter of the RFP response where an explanation is given.

The proposal should be presented in the following order and must include, but is not limited to, the following items.

I. QUALIFICATIONS, PERSONNEL AND COMPANY EXPERIENCE

a. Qualifications

i. Include a description of the service provider's business history.

ii. Provide a company profile detailing financial status, company locations, number of employees, number of years of operation, and number of years the service provider has provided EMS billing services.

iii. Provide any former name(s) of the company.

iv. Provide the service provider's legal business name and business designation, address, telephone number, fax number, and e-mail address. If the service provider is a joint venture, provide a list of all members.

If the service provider is a subsidiary, identify the parent company. If the service provider is a corporation, provide the names of all officers of the Board of Directors/Trustees. If the service provider is a partnership, provide the names of all partners.

v. Disclose any key business partners and/or contractor relationships.

vi. Ensure County Information remains within approved geographic regions and is not transferred outside the United States without written approval. This includes data gathering, coding, claims processing, payment posting, customer service, appeals, and claim follow-up.

vii. Provide a yearly internal processes audit, upon request, at no cost to Gwinnett County.

viii. Provide a detailed listing of all data breaches including volume of patients affected and status.

ix. Include an acknowledgement of any controversy about the company's billing practices, and/or whether Center for Medicare & Medicaid Services (CMS) / Department of Justice (DOJ) or any entity has ever investigated the company.

x. Provide evidence that the service provider has been engaged in the business of providing ambulance billing services for the past five (5) years.

xi. Confirm that the service provider's primary business model is EMS billing.

xii. The County also requires the service provider to review the enclosed ***APPENDIX A - VENDOR SECURITY & PRIVACY REQUIREMENTS EXHIBIT*** and respond to all items included by noting the service provider acceptance to all as written or providing "redline" comments back on the contents of that document. Exceptions to the County's standard language must be provided with the proposal response. The ability of the County to accept those edits will be included as part of the negotiation process, not after the contract is awarded.

b. Personnel
   i. Provide a detailed description of the service provider's customer relations policy and operations.

   ii. Provide details regarding employees assigned to this project including education and experience related to the EMS billing field. Provide background information, assignment, and any degrees/certifications relevant to the job performed.

   iii. Provide the name and title of the primary contact person and secondary contact person who will be assigned to perform service to GCFES under this proposal and include a commitment statement concerning the availability of the primary and secondary contact persons.

   iv. Provide an organizational chart providing the organizational responsibilities of the persons who will manage and/or be assigned to perform services under the proposal.

c. Experience
   i. Include, in detail, the service provider's credentials in the field of providing emergency medical billing services.

   ii. Demonstrate a proven track record in problem diagnoses and reliable maintenance and support.

   iii. Demonstrate in-house experience managing Ambulance Supplemental Payment Program (ASPP) services for clients. How many of the service provider's clients participate in the ASPP? Describe how the service provider assists with the submission for the program.

   iv. How many of the service provider's clients participate in the Georgia ASPP program?

   v. Detail a comprehensive understanding of Medicare, Medicaid, and other insurance companies' rules, regulations, and procedures as relating to operations in the State of Georgia and surrounding states.

   vi. Describe the methodology by which the service provider is notified of changes in legislation, on a state and federal level, and how that information is incorporated into the system by the required change date and how GCFES will receive notification.

vii. Assist GCFES with any discussions held with medical carriers relevant to transport billing and provide documentation and support on relevant topics whenever possible.

viii. Describe any prior improvements achieved for municipal providers in the State of Georgia.

II. Service Requirements

a. Executive Summary

i. Include a detailed description of why the service provider is qualified to offer the services outlined herein.

b. Billing Software

i. Include a detailed description of the billing system software needed to meet the requirements of the RFP.

ii. List any additional licenses that are necessary to fully operate all available aspects of proposed software to include reporting software.

iii. Software proposed shall comply with the National Ambulance Code set as defined by the Centers for Medicare and Medicaid Services.

iv. Provide regular systems maintenance updates and provide system repairs as necessary and advise GCFES a minimum of 72 hours prior to maintenance if access to the system will be affected.

v. It shall be the responsibility of the successful service provider to constantly update the billing system so that it complies with the current requirements established by the medical carriers. This shall include, but not be limited to, revising programming, updating master CPT coding and descriptions, and updating current ICD codes.

vi. Provide a system disaster recovery plan as well as a full description of system backup and recovery plans.

vii. Provide GCFES access to the billing agency's database via an unlimited number of users to monitor daily activity and have 24/7 full access to the service provider's system.

1. Provide logging of all account activities by the service provider and GCFES. Access to all transactions, notes or activities made or modified on a patient's account for all dates of service must be available to GCFES.

viii. The successful service provider shall be a direct electronic claims processor. Electronic Claims shall be filed for Medicaid and Medicare for Georgia and surrounding states.

ix. The service provider must transmit/receive Medicare claims via the required national standard format, or any future standard format Medicare or Medicaid may require. The service provider must also be currently filing electronic claims with all Commercial Insurance Carriers that accept electronic claims.

c. ePCR Interface

GCFES will provide the ePCR in National Emergency Medical Services Information System NEMSIS format with the associated billing information (any interface costs to be identified in the fee schedule) to include an Adobe PDF of the actual ePCR for storage within the successful service provider's account information. The ePCR data will be transmitted daily to the successful service provider.

i. The successful service provider shall be responsible for all costs and/or resources required to complete the interface with GCFES' current ePCR system (ESO Solutions).

ii. Demonstrate existing interface with ESO Solutions ePCR/EHR software. Does interface include PDF of the completed patient care report?

iii. Explain the format that the patient care report ePCR data will be uploaded into the billing program; and what fields will be included, i.e. patient demographics, insurance, guarantor, medical procedures performed, chief complaint, dispatched as, and found to be.

iv. The transport units will collect preliminary billing and demographic information. It is the responsibility of the successful service provider to ensure records are complete prior to billing. Describe how this will be accomplished.

v. GCFES shall continue to collect data on all EMS runs. Describe how the service provider will receive this data to update the patient's record and prepare reports specified in the reporting section.

vi. GCFES reserves the right to add fields to the EMS trip report. Confirm that the service provider's system shall accommodate such changes at no additional cost.

vii. GCFES reserves the right to change or upgrade ePCR software. Confirm that the service provider's system shall accommodate such changes at no additional cost.

d. Billing Process Description

i. Describe the end-to-end billing process.

ii. Describe the month end reconciliation process

iii. Describe solutions for remedying the problem of incomplete billing information.

iv. Provide the method used for coordination with hospitals in obtaining billing information.

v. The successful service provider is responsible for determining the information to be collected and retained to meet the criteria established by Medicare, Medicaid, and private medical carriers for billing appeals, auditing, and other functions defined by these carriers.

vi. The successful service provider is responsible for contacting patients, patients' families, financially responsible parties, employers, or any other parties necessary to complete documentation of GCFES transports.

vii. The successful service provider shall design all necessary internal forms. The design and wording to be used in the forms and letters shall be mutually agreed upon by the service provider and GCFES.

viii. Implement a billing process that utilizes subsequent notices. The language shall be mutually agreed upon by the successful service provider and GCFES.

ix. The successful service provider will be responsible for inputting billing information, processing, and transmitting invoices to medical insurance carriers once all necessary information has been received from GCFES or other sources.

x. Describe the appeals/review process for denied claims. The service provider shall be responsible for rejections and pursuing all appeals.

e. Payment and Collection Process

GCFES utilizes a lock box contract to facilitate receipt and deposit of payments on customers' accounts. The service provider will be provided read only access to the lock box account.

i. Confirm that the service provider will pay all costs associated with the lock box account.

ii. Post payments to patient accounts daily.

iii. Follow GCFES' current billing policy for EMS transports.

iv. Provide an online ability (portal access) for patients to make credit card payments

f. Reporting and Performance Monitoring
Reports must be designed to give GCFES the information needed to accurately measure performance. This shall be approved by GCFES in a format requested.

i. Establish a comprehensive reporting system that will enable GCFES to monitor the performance of EMS billing services.

ii. What type of information and reporting that GCFES may expect to receive from the service provider?

iii. Describe the service provider's ability to generate and deliver all statistical raw data and reports in Microsoft Excel format which will be utilized by GCFES' authorized personnel. GCFES must have the ability to electronically access the service provider's billing software 24/7 to print patient account information, invoices and any other reports deemed necessary.

iv. Prepare and deliver statistical information and reports through an electronic format which will be compatible with both the service provider and GCFES' computer systems and software.

v. Reports will include, but not be limited to, the following:
1. Monthly detailed accounts receivable listing.

2. Monthly aged accounts receivable listing.

3. Monthly reconciliation of bank deposits with payments posted by service provider.

4. Daily report showing the service date and the date of filing claim.

5. Monthly report of the dollar amount and number of accounts not billable broken down by service date and reason type.

6. Monthly report of the number and dollar amount of transports billed broken down by service date, payer mix, and transport type.

7. Monthly report of the number and dollar amount of collections received by date of service, payer mix, transport type, and type of payment.

8. Monthly report of the dollar amount and number of contractual write-offs and/or adjustments broken down by payer mix.

9. Monthly report of the dollar amount and number of claim denials broken down by payer mix.

10. Monthly report of the dollar amount of refunds.

11. Monthly report of the dollar amount and number of accounts to be sent to collections, including explanation. The service provider will be required to attest, by signature and date, that the required steps to collect for each account to be written off have been followed.

Service providers may submit comparable report(s) for approval by GCFES.

vi. Explain how downloading of records for use by GCFES will be accomplished, particularly the billing and management reports.

vii. Describe whether the service provider performs any trend analysis and, if so, what type?

viii. The successful service provider shall be required to meet standards of performance. These standards shall be reviewed no less than quarterly with a progress report submitted to the GCFES. The standards will be determined during contract negotiation.

ix. Describe how the service provider may aid GCFES in establishing performance criteria and performance levels for this project, including what items the company proposes to be rated, the method or formula to be used to calculate performances, the levels of performance to be achieved and in what time frame.

g. Implementation and Onboarding
   i. Describe the implementation process and the transition to the proposed system such that there is no interruption in the billing, accounting, and management information processes.

   ii. Provide a policies and procedures manual for the operations to be performed under this contract.

   iii. Provide examples of significant changes proposed to other users that were implemented, and the results of the implementation of those changes.

   iv. Describe the commitment of resources and personnel for set-up and the initial phase of this project, including the proposed project management plan.

   v. GCFES has obtained provider status and numbers with Medicare, Medicaid, and many private and commercial insurance carriers. If additional medical carriers are added in the future, describe how the service provider will automatically secure provider status and numbers for GCFES at no charge.

   vi. Within 30 days of contract adoption by Gwinnett County Board of Commissioners, the successful service provider shall be responsible for contacting all hospitals receiving patients from GCFES to establish procedures necessary to complete billing and demographic information.

   vii. Provide current connections with GCFES' receiving facilities.

   viii. Upon termination of the contract, define record retention policy and how records will be shared with GCFES. Within one month of the termination/expiration of the contract, the successful service provider will provide all electronic data in their custody in a format determined by GCFES. The successful service provider shall be responsible for the transfer of all electronic files, records and other material maintained and necessary for the performance of the contract. All expenses incurred will be the responsibility of the successful service provider.

h. Training Services
   i. At the request of GCFES the successful service provider shall provide onsite training for the billing software.

   ii. The service provider may be required to provide documentation training at no cost to Gwinnett a maximum of three (3) times per year. This training will be for any number of employees to include all operations personnel.

i. GCFES Patient Service
   i. Provide operations during normal business hours from 8:00 am to 5:00 pm, EST Monday through Friday except holidays.

   ii. Provide a local or toll-free telephone number at the service provider's office that can be contacted during normal business hours of 8:00 am to 5:00 pm, EST Monday through Friday except holidays for the purpose of citizens asking questions about account status and payments. The service provider shall be responsible for answering all citizens inquires immediately.

   iii. Provide interpreters for patients who require interaction in languages other than English. The most common languages utilized by Gwinnett County residents include, but are not limited to, Arabic, Bengali, Burmese, Cantonese, Creole, Farsi, French, Hindi, Hmong, Korean, Mandarin, Portuguese, Russian, Somali, Spanish, Thai, Ukrainian, Urdu, and Vietnamese.

III. HIPAA and Compliance with Laws and Policies

a. The proposal shall include satisfactory assurances under the "business associate" provision of the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations that the service provider will safeguard Gwinnett's protected health information in accordance with the standards set forth in the privacy rule.
   i. The successful service provider shall monitor any changes in Medicare/Medicaid or private insurance laws related to the services provided by GCFES. The successful service provider shall notify GCFES prior to the effective date of such changes and provide GCFES with any proposed changes and the plan of action to address the changes.

   ii. The successful service provider shall monitor any enforcement actions, guidance and advisory opinions that relate to the services to be provided and report any applicable information to GCFES.

   iii. The successful service provider shall provide an independent audit of GCFES' accounts, upon demand, no more than semi-annually, at the expense of the service provider.

b. Compliance with Laws and Policies
   i. This contract is subject to, and the successful service provider shall comply with, all statutes, ordinance, regulations and rules of the Federal Government, the State of Georgia, and Gwinnett County.

   ii. This contract is subject to and the service provider shall comply with the provisions of all federal statues, regulations and policies governing the Medicare and Medicaid programs, including but not limited to 42 U.S.C. §§1396 et. Seq. Grants to States for Medical Assistance Programs, the Medicaid Act: 42U.S.C.§§1320-7 General Provisions and Peer Review, relating to Medicare and Medicaid, including §1320-a-7b(a), prohibiting making or causing to be made false statement or representations, §1320-a 7(b), prohibiting illegal remunerations, § 1320c-9, prohibiting disclosure of information, Title 42, Code of Federal Regulations, Public Health, specifically, Chapter IV, Health Care Financing Administration and Chapter V, Office of the Inspector General, the Medicare Part B Medical Policy Manual (Nationwide Insurance Enterprise),and the False Claims Act, 33 U.S.C. §3733(a)(1) et seq.

   iii. The service provider shall ensure all collection methods comply with all applicable Federal, State, and Local laws, with particular attention to Consumer Credit Protection Act, Federal Fair Debt Collection Practices Act, and all other applicable laws.

   iv. The transmission of protected patient health information between the service provider and GCFES must comply with HIPAA requirements for data transmission.

IV. References

a. A total of three (3) references should be provided on the enclosed References Form.

i. A minimum of two (2) references, the size of Gwinnett County (1,000,000+ in population/45,000+ transports) or larger with a comparable annual number of EMS transports should be provided.

ii. A minimum of one (1) additional reference of variable size should be provided.

iii. One (1) reference of the three (3) should be a Georgia EMS Provider that provides more than 45,000 transports annually.

b. Contact information for references should be verified prior to submission. The inability to obtain reference information will be considered in the evaluation process and points will be deducted from the service provider's total reference score.

V. Cost

Complete the attached Fee Schedule and submit in a separate sealed envelope with "RP028-26 fee proposal" and the service provider's name written on the outside. This can be submitted in the same container but should not be included in the technical proposal documents.

VI. Optional Interview

If interviews are necessary for selection, evaluation will be performed and will be worth an additional 0-20 points in the selection process. The number of service providers shortlisted and interviewed will be at the discretion of the selection committee. The service provider will be responsible for any cost associated with the request for an interview.

SELECTION PROCEDURE

Gwinnett's Proposal Evaluation Team will review and evaluate all properly submitted proposals received on or before the deadline. The Proposal Evaluation Team will then score each proposal based on the following criteria:

CRITERIA	POINTS
Phase I	
1. Qualifications, Personnel, and Company Experience	30
2. Service Requirements	35
3. HIPAA and Compliance with Laws and Policies	10
4. References	20
Phase II	
5. Cost - **Must be submitted in a separate sealed envelope**	5
Phase III –	
6. Optional: Interview	20
Total	**120**

Basis of Short-Listing / Selection

Phase I – Initially, proposals will be evaluated based on their relative responsiveness to the criteria described above and will be scored based on the point values as shown.

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

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

If interviews are necessary for selection, evaluation will be performed using a 0–10-point scoring system. All presentations/interviews will be the sole responsibility of the proposing service providers and at no cost to Gwinnett.

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

Gwinnett reserves the right to cancel the Request for Proposal for any reason and at any point in the selection process if deemed appropriate by Gwinnett.

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

PROPOSAL FEE SCHEDULE
(SUBMIT IN A SEPARATE SEALED ENVELOPE)

Description of Service – Emergency Medical Patient Billing Services on an Annual Contract	Cost
Percentage of amount collected by service provider, monthly, for EMS Billing	**%**

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 quote non-responsive. Contract to begin upon Board of Commissioners approval.

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

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

Service Provider Name _____

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

Service Provider Information

Certification Of Non-Collusion In Proposal Preparation _____
Signature **Date**

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

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

In compliance with the attached specifications and requirements outlined in the instructions to vendors, the undersigned offers and agrees, within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this proposal, 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 vendors.

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 _____

Email address _____

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

References

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

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

1. Company Name _____

   Brief Description of Project _____

   Completion Date _____

   Contract Amount $_____ Start Dates _____

   Contact Person _____ Telephone _____

   E-Mail Address _____

2. Company Name _____

   Brief Description of Project _____

   Completion Date _____

   Contract Amount $_____ Start Dates _____

   Contact Person _____ Telephone _____

   E-Mail Address _____

3. Company Name _____

   Brief Description of Project _____

   Completion Date _____

   Contract Amount $_____ Start Dates _____

   Contact Person _____ Telephone _____

   E-Mail Address _____

Service Provider Name _____

GWINNETT COUNTY
FINANCIAL SERVICES | RISK MANAGEMENT

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

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

A. **Minimum Coverage**

Commercial General Liability (Occurrence Form):

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

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

Automobile Liability to include:

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

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

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

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

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

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

Each Occurrence and Aggregate Limit $1,000,000

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

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

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

Property Insurance:

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

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

Professional Liability (Errors and Omissions):

Claim/Wrongful Act: $1,000,000 limit of insurance
General Aggregate: $2,000,000 limit of insurance

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

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

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

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

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

Occurrence Limit	$5,000,000

- Evidence of coverage in the form of a Certificate of Insurance shall be provided to The County prior to start of work.
- Gwinnett County Board of Commissioners and their respective officers, directors and employees, and any other parties required by the County shall be Additional Insureds.

- Additional Insured Endorsements must be provided with the Certificate of Insurance

Riggers Liability Insurance:

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

Crime or Fidelity Insurance:

Limit of Insurance	$1,000,000

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

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

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

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

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

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

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

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

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

C. Gwinnett County should be provided with a minimum of 30 days advance written notice of cancellation, material change, or non-renewal of policies required by the contract.

D. Certificate Holder should read:
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935

E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.

F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.
*See above note regarding Professional Liability

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

H. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify compliance with these insurance requirements.

I. All insurance coverage required to be provided by the Contractor will state that it is primary over any insurance program carried by the County.

J. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

K. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The ACORD Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

L. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.

M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.

N. The Contractor shall make available to the County, through its records or records of its insurer, information regarding any claim related to a County project. Any loss run information available from the contractor or their insurer relating to a County project shall be made available to the County upon its request.

O. Compliance by the Contractor and all Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.

P. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.

R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

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

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

1 Definitions

2 Contract Documents

3 Changes and Extra Work

4 Personnel and Equipment

5 Accuracy of Work

6 Findings Confidential

7 Termination of Agreement for Cause

8 Termination for Convenience of the COUNTY

9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS

10 Indemnification

11 Covenant Against Contingent Fees

12 Insurance

13 Prohibited Interests

14 Subcontracting

15 Assignability

16 Equal Employment Opportunity

17 Anti-Kickback Clause

18 Audits and Inspectors

19 Ownership, Publication, Reproduction and Use

20 Verbal Agreement or Conversation

21 Independent Service provider

22 Notices

1 DEFINITIONS

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

1.1 COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.

1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.

1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.

1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.

1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.

1.7 SERVICE PROVIDER-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

1.8 DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.

1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

1.11 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.

1.12 WORK-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.

1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

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

2.2 CONFLICT AND PRECEDENCE

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

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

3 CHANGES AND EXTRA WORK

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

4 PERSONNEL AND EQUIPMENT

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

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

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

5 ACCURACY OF WORK

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

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

6 FINDINGS CONFIDENTIAL

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

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

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released

by the COUNTY or by the SERVICE PROVIDER with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7 TERMINATION OF AGREEMENT FOR CAUSE

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

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.
All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

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

10 INDEMNIFICATION

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

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

11 COVENANT AGAINST CONTINGENT FEES

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

12 INSURANCE

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

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

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

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

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

13 PROHIBITED INTERESTS

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

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

14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.
All subcontracts in the amount of $5,000 or more shall include the provisions set forth in this Agreement.

15 ASSIGNABILITY

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

16 EQUAL EMPLOYMENT OPPORTUNITY

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

17 ANTI-KICKBACK CLAUSE

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

18 AUDITS AND INSPECTORS

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

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

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20 VERBAL AGREEMENT OR CONVERSATION

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

21 INDEPENDENT SERVICE PROVIDER

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

22 NOTICES

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

ANNUAL SERVICE PROVIDER CONTRACT
RP028-26
Provision of Emergency Medical Patient Billing Services on an Annual Contract

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

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

1. TERM:
This contract shall commence upon contract execution, for a one-year period with four (4) options to renew for an additional one-year period.

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

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

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

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

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

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

7. TERMINATION FOR CONVENIENCE:
The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of

completion to be submitted by the Service Provider who shall itemize each element of performance.

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

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

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

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

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

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

(Signatures Next Page)

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

GWINNETT COUNTY, GEORGIA

By: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____

SERVICE PROVIDER:_____

BY:_____
Signature

_____
Print Name

_____
Title

ATTEST:

_____
Signature

_____
Print Name
Corporate Secretary
(Seal)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Gwinnett County, Georgia ("County") and _____("Business Associate").

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

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

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

1. **Business Associate Obligations.**

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

2. **Use of PHI**.

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

3. **Disclosure of PHI**.

Business Associate may disclose PHI as necessary to perform its obligations under the Business Arrangement and as permitted by law, provided that Business Associate shall in such case: (a) obtain reasonable assurances from any person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity; (b) agree to immediately notify County of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards; and (c) ensure that all disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. If Business Associate discloses PHI received from County, or created or received by Business Associate on behalf of County, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. To the extent permitted by law, Business Associate shall be fully liable to County for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions. Business Associate shall report to County any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) days of the Business Associate becoming aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by County in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets**.

If Business Associate maintains a Designated Record set on behalf of County, Business Associate shall (a) permit an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under 45 CFR § 164.524, as it may be amended from time to time, and (b) amend PHI maintained by Business Associate as requested by County. Business Associate shall respond to any request from County for access by an individual within five (5) days of such request and shall make any amendment requested by County within ten (10) days of such request. The information shall be provided in the form or

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

5. **Accounting of Disclosures**.

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

6. **Withdrawal of Consent or Authorization**.

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

7. **Records and Audit**.

Business Associate shall make available to County and to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of County for the purpose of determining County's compliance with the Privacy Standards or any other health oversight agency, in a timely a manner designated by County or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify County immediately upon receipt by Business Associate of any and all requests served upon Business Associate for information or documents by or on behalf of any and all government authorities.

8. **Notice of Privacy Practices**.

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

9. **Confidentiality**.

Business Associate shall take any steps required to (i) protect PHI from unauthorized uses or disclosures and (ii) maintain the confidentiality and integrity of PHI. Prior to any permitted disclosure of PHI, Business Associate shall require the person or entity to which it intends to disclose PHI to assume all of the same duties with respect to PHI

that Business Associate has under this Agreement. Business Associate shall be fully liable to County and any affected individuals for any acts, failures or omissions of Recipients as though they were its own acts, failures or omissions.

10. **Term and Termination**.

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

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

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

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

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

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

10.5 Upon termination of this Agreement for any reason, Business Associate agrees either to return to County or to destroy all PHI received from County or otherwise through the performance of services for County, that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy," Business Associate shall continue to comply with the covenants in this Agreement with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this Agreement shall be cause for County to terminate any Business Arrangement.

11. **Indemnification**.

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

12. **No warranty**.

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

13. **Ineligible persons**.

Business associate represents and warrants to County that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f)("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to

participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify County of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give County the right to terminate this Agreement immediately for cause.

14. **Miscellaneous**.

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

COUNTY:	**BUSINESS ASSOCIATE:**
Gwinnett County Board of Commissioners 75 Langley Drive Lawrenceville, Ga 30046 770-822-7915	Attention: Tel. No.: Fax No.:

14.2 **Waiver**. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

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

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

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

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

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

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

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

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

COUNTY:	**BUSINESS ASSOCIATE:**
Gwinnett County Board of Commissioners	
75 Langley Drive	Attention:
Lawrenceville, Ga 30046	
770-822-7915	Tel. No.:
	Fax No.:

14.2 **Waiver**. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

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

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

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

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

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

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

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

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

COUNTY:

By:_____

Date:_____

ATTEST:

_____
Signature

APPROVED AS TO FORM:

_____

BUSINESS ASSOCIATE:

By:_____
(Name)

_____
(Title)

Date _____

ATTEST:

_____
Signature

_____
Print Name
Notary

(Seal)

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
(O) 770.822.8720 | (F) 770.822.8735
www.gwinnettcounty.com

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 vendor, 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

   _____ day of _____, 20____

   _____
   Printed Name of Authorized Officer or Agent

   _____
   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**

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935
(O) 770.822.8720 | (F) 770.822.8735
www.gwinnettcounty.com

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

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

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

_____ _____
E-Verify * User Identification Number Date Registered

_____
Legal Company Name

_____
Street Address

_____
City/State/Zip Code

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Signature)

_____
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: _____

For Gwinnett County Use Only:

Document ID #_____

Issue Date: _____

* 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).

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

RP028-26

Buyer Initials: DT

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

_____

_____

_____

_____

_____

SERVICE PROVIDER NAME _____

AUTHORIZED REPRESENTATIVE _____

SECURITY REQUIREMENTS FOR PURCHASE STANDARD

APPENDIX A
VENDOR SECURITY & PRIVACY REQUIREMENTS EXHIBIT

Please reference the below table and review the applicable sections for this solicitation.

Solution Type	Applicable Requirements
All Technologies	3, 4, 5, 6, 7, 8, 9, 12, 14, 15, 18, 21, 22, 23
Cloud/SaaS Services	3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 17, 18, 19, 21, 22, 23
Hosted IaaS Services	3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23
Professional Services	3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23
On-Premises Software	3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23
Hardware	3, 4, 5, 6, 8, 7, 9, 12, 14, 15, 16, 18, 21, 22, 23

TABLE OF CONTENTS

1. Purpose and Applicability 3
2. Definitions 4
3. Scope and Applicable Services 5
4. SAM Exclusion and Service Provider Eligibility 6
5. ADA Requirements and WCAG 2.1 Level AA Compliance 6
6. Information Security and Privacy Programs 7
7. County Information Ownership, Confidentiality, and Use 8
8. Service Provider's Use of County Information 8
9. Subcontractors and Third Parties 8
10. Software Compatibility with County Systems 9
11. Storage, Transmission, and Residency of County Information 9
12. Return or Destruction of County Information 10
13. Physical and Environmental Security 10
14. Operational Management, Business Continuity, and Disaster Recovery 10
15. Authentication and Access Controls 10
16. System Hardening, Configurations Management, and Vulnerability Management 11
17. Logging, Monitoring, and Auditability 11
18. Security Point of Contact (SPOC) and Escalation Contact 12
19. Security and Privacy Incidents 12
20. Cloud and Hosted Services Requirements 12
21. Business Support Hours and Service-Level Agreements (SLAs) 13
22. Regulatory-specific Requirements 14
23. Audit and Compliance 15

1.0 PURPOSE AND APPLICABILITY

Gwinnett County ("County") is committed to protecting the integrity of its systems, data, and information, as well as safeguarding the privacy of the individuals it serves. This Exhibit establishes and defines the mandatory information security and privacy requirements that apply to all **SERVICE PROVIDERS** delivering technology solutions to the County. These requirements are essential to ensuring the confidentiality, integrity, and availability of County systems and data.

The standards outlined in this Exhibit incorporate applicable federal, state, and local laws and align with recognized industry frameworks, including NIST SP 800-53, NIST SP 800-171, CIS Controls, GovRAMP, CJIS, HIPAA, and PCI-DSS, as applicable.

These requirements supplement and form part of the Contract between the County and the **SERVICE PROVIDER** delivering technology solutions to the County. They must be fully implemented before the Effective Date of the Contract and maintained throughout the duration of the contract.

If any conflict arises between the terms of this Exhibit and the terms of the Contract, the terms of this Exhibit will govern unless the Contract expressly states otherwise by specific reference to this Exhibit.

2.0 TERMS AND DEFINITIONS

Glossary	
Term or Acronym	**Definition**
Artificial Intelligence (AI)	any system, tool, model, or functionality that uses machine learning, natural language processing, neural networks, automated decision-making, or similar techniques to generate outputs, predictions, recommendations, or decisions without direct human control for each output.
Availability	Information is accessible and usable upon demand by an authorized entity.
Confidentiality	Information is not disclosed to unauthorized entities.
County Information / County Data	All data and information belonging to or processed on behalf of the County, including PII, PHI, PCI data, CJIS data, operational data, and system metadata.
Data	A subset of information consisting of qualitative or quantitative values.
GovRAMP	(formerly StateRAMP) Government Risk and Authorization Management Program governing cloud security requirements.
Incident / Security Incident	A suspected, attempted, successful, or imminent threat involving unauthorized access, use, disclosure, modification, or destruction of information; interference with IT operations; or violation of County policy.
Information	Any communication or representation of knowledge in any medium.
Information Security Policy	High-level statements defining an organization's security direction.

Glossary	
Term or Acronym	**Definition**
Information Security Program	Documented policies, standards, and procedures describing safeguards and controls.
Information Technology	Any equipment or system used to process or transmit data.
Integrity	Information has not been improperly altered or destroyed.
Mobile Device Management (MDM)	Software enabling administrative control over mobile devices.
Privacy Policy	High-level statements defining an organization's privacy direction.
Privacy Program	A formal document describing an organization's privacy structure, goals, and controls.
risk	The extent to which the County is threatened by a potential event.
Sensitive Data	County data that falls into categories which are subject to legislative regulations and/or regulatory compliance requirements, including but not limited to Personally Identifiable Information (PII), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act (HIPAA), and Criminal Justice Information Services (CJIS).
Subservice provider/Subcontractor	Any third party engaged by the **SERVICE PROVIDER** to support delivery of services.
threat	Any circumstance with potential to adversely impact County operations or assets.
vulnerability	A weakness within a computer system that may be exploited by a threat source resulting in compromised system data or functionality.
Workforce	Employees, volunteers, contractors, and others under the direct control of Gwinnett County.

3.0 SCOPE AND APPLICABLE SERVICES

This Exhibit applies to all **SERVICE PROVIDERS**, contractors, and consultants who seek to enter into agreements, contracts, or procurement arrangements with the Gwinnett County Government, whether through competitive bidding, direct purchase, cooperative agreements, or any other procurement method. It also applies to any subcontractors, affiliates, or third-party partners engaged by the **SERVICE PROVIDER** as part of their performance under a County contract.

This Exhibit extends to the following:

- Cloud-hosted software or platforms (SaaS, IaaS, PaaS)
- Data hosting, software implementation, or integration
- Managed IT, professional consulting, or technology services
- Solutions that are installed on, connect to, involve access to, or handle County data
- Other related technology solutions provided to the County, regardless of contract value or duration

The security, data privacy, and confidentiality requirements set forth in this Agreement are predicated on a risk-based approach.

The requirements set forth in this Exhibit shall remain in effect for the full duration of the contract, including any amendments, renewals, or extensions. **SERVICE PROVIDERS** are responsible for maintaining continuous compliance and must promptly notify the County of any changes in their status regarding federal exclusion, debarment, or prohibition from participation in U.S. government contracting or procurement activities. These requirements apply to all solutions and/or services proposed, regardless of the level of involvement or support provided by ITS.

4.0 SAM EXCLUSION AND SERVICE PROVIDER ELIGIBILITY

In accordance with 2 CFR §§ 180 (Non-procurement Debarment and Suspension), the County shall not award a contract to, or otherwise conduct business with, any **SERVICE PROVIDER**, including any parent, subsidiary, affiliate, subcontractor, or agent, that is currently listed as excluded, debarred, suspended, or otherwise ineligible to participate in federal, state, or local government contracts, as identified in the System for Award Management (SAM) at www.sam.gov.

It is the **SERVICE PROVIDER's** responsibility to verify the eligibility status of itself and all relevant associated entities prior to submission of a proposal and for the duration of any resulting contract. Any change in such status must be reported to the County Attorney, CIO and CISO in writing within five (5) business days of discovery. Noncompliance with this provision may result in disqualification, contract termination, or other appropriate action as determined by the County.

5.0 ADA Requirements and WCAG 2.1 Level AA Compliance

Title II of the Americans with Disabilities Act ("ADA") requires government entities to ensure that its websites, mobile applications, and digital content is accessible by persons with disabilities. Modern accessibility standards ensure that digital content is perceivable, operable, understandable, and robust for people with a wide range of disabilities, including those affecting vision, hearing, mobility, speech, cognition, and neurological processing. A new rule by the United States Department of Justice revised Title II of the Americans with Disabilities Act ("ADA") to incorporatee the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.1, Levels A and AA as the prevailing technical standards for digital accessibility. The County has adopted (WCAG) 2.1 as the technical benchmark for digital accessibility compliance and will align web content as required to meet these technical requirements.

WCAG 2.1 Level AA requirements include:

- Providing text alternatives for non-text content
- Ensuring captions and audio descriptions for multimedia7
- Maintaining sufficient color contrast and support for text resizing
- Guaranteeing full keyboard accessibility and logical navigation order
- Preventing content that may trigger seizures or harmful physical reactions

- Supporting mobile accessibility, including requirements for orientation, pointer gestures, target size, and input purpose
- Ensuring compatibility with assistive technologies through proper name, role, and value coding of interface components

These technical standards are applicable to web content and digital services that the County makes available to the public through any digital interface, including but not limited to websites, mobile apps, online forms, documents, and interactive tools. All County **SERVICE PROVIDERS** that deliver technology solutions that are made available, or provide digital service, to the public on behalf of the County are required to comply with these Title II requirements as well. Such **SERVICE PROVIDERS** are required to provide a completed VPAT (VPAT 2.5Rev WCAG (April 2025)) to report how the then current version of the technology solution complies with the (WCAG) 2.1 accessibility standards.

6.0 INFORMATION SECURITY AND PRIVACY PROGRAMS

6.1 Information Security Program

The **SERVICE PROVIDER** must maintain a company-wide Information Security Program that includes:

- Documented security policies, standards, and procedures
- Regular review and updates
- Administrative, technical, and physical safeguards
- Workforce communication and training
- Annual training covering secure authentication, social engineering, proper handling of County Information, incident reporting, and privacy requirements
- Compliance based on best practices of NIST SP 800-53 (Moderate baseline or higher), NIST SP 800-171 (where applicable), or CIS Controls

The **SERVICE PROVIDER** must implement measures to:

- Protect County Information from unauthorized access, disclosure, alteration, or destruction
- Protect against anticipated threats
- Prevent accidental loss or damage
- Ensure personnel accessing CJIS, PHI, or PCI data meet applicable screening requirements
- Comply with all applicable federal, state, and local laws

6.2 Privacy Program

The **SERVICE PROVIDER** must maintain a company-wide Privacy Program that includes:

- A framework ensuring compliance with applicable privacy laws, including HIPAA, CJIS, and Georgia privacy statutes
- Requiring employees and agents to sign confidentiality agreements, if they have access to County data

- Internal and external privacy policies
- Workforce privacy training
- A Privacy Incident response plan
- Ongoing assessments and audit

7.0 COUNTY INFORMATION OWNERSHIP, CONFIDENTIALITY, AND USE

All County Information is the exclusive property of the County and is treated as confidential, regardless of labeling. The **SERVICE PROVIDER** may use County Information only to fulfill its contractual obligations and for no other purpose.

The **SERVICE PROVIDER** may not disclose, sell, assign, lease, or otherwise transfer County Information to any third party without the County's prior written authorization, except where disclosure is required by law. If legally compelled disclosure is required, the **SERVICE PROVIDER** must notify the County in advance unless prohibited by law.

Aggregation of County Information is permitted only when:

- Aggregated Data contains no information identifiable as originating from the County, and
- De-identified Data cannot be associated with any individual.

The **SERVICE PROVIDER** must not disclose County non-public information (NPI) and must support the County in responding to individual privacy rights requests. County Information may be retained only as long as necessary to meet contractual or legal obligations.

The County retains the right to access County Information stored on any **SERVICE PROVIDER**-owned or leased device.

8.0 SERVICE PROVIDER'S USE OF COUNTY INFORMATION

The **SERVICE PROVIDER** must collect, maintain, transmit, store, and destroy County Information only as permitted under the Contract and in compliance with all applicable laws, including:

- Georgia breach notification laws
- Georgia Open Records Act
- Federal Trade Commission regulations
- HIPAA, PCI-DSS, CJIS, and other applicable federal privacy/security laws

County Information may not be used for analytics, AI model training, product development, or any secondary purpose without explicit prior written authorization.

9.0 SUBCONTRACTORS AND THIRD PARTIES

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

Subcontractors must:

- Agree in writing to comply with this Exhibit
- Meet all regulatory requirements applicable to the data they handle

The **SERVICE PROVIDER** remains fully responsible for subcontractor actions.

10.0 SOFTWARE COMPATIBILITY WITH COUNTY SYSTEMS

The **SERVICE PROVIDER** must ensure that all on-premises applications, agents, or components installed on County systems must:

- Be fully compatible with **currently supported versions of Microsoft Windows** as defined by Microsoft's lifecycle policy (Mainstream or Extended Support).
- Remain compatible with new Windows security updates, cumulative updates, and feature updates released by Microsoft.
- Not require the County to run unsupported, end-of-life, or unpatched operating systems.
- Include timely updates or patches to maintain compatibility with supported Windows versions.

In addition, the **SERVICE PROVIDER** must ensure that all on-premises software, agents, services, or components installed on County-owned systems:

- Are fully compatible with **Microsoft Defender for Endpoint**, including real-time protection, behavioral monitoring, and endpoint detection and response (EDR) capabilities.
- Do not disable, interfere with, bypass, or degrade Microsoft Defender functionality.
- Do not require the County to disable or weaken any existing endpoint security controls.
- Are capable of operating under the County's standard security baselines, including Defender policies, Group Policy Objects (GPOs), and CIS-aligned hardening configurations.

The **SERVICE PROVIDER** must promptly update their software to maintain compatibility with County-mandated endpoint protection tools.

11.0 STORAGE, TRANSMISSION, AND RESIDENCY OF COUNTY INFORMATION

The **SERVICE PROVIDER** must:

- Identify all County Information that will be stored in any cloud environment as part of the proposal response
- Encrypt County Information at rest and in transit using FIPS-validated methods
- Use TLS 1.2 or higher for external transmissions
- Maintain current security patches and antivirus protections
- Use MDM for all mobile devices storing County Information
- Ensure County Information remains within approved geographic regions and is not transferred outside the United States without written approval

CJIS residency requirements supersede all other residency rules where applicable.

12.0 RETURN OR DESTRUCTION OF COUNTY INFORMATION

Upon request or contract termination, the **SERVICE PROVIDER** must return or destroy County Information. Returned County Information must be provided in an open, industry-standard, non-proprietary format that allows the County to access, read, and use the data without requiring the **SERVICE PROVIDER's** software, tools, or licenses.

Destruction of County Information must comply with NIST SP 800-88 or stricter applicable regulatory requirements. The **SERVICE PROVIDER** must provide written certification confirming the return or destruction of all County Information.

13.0 PHYSICAL AND ENVIRONMENTAL SECURITY

SERVICE PROVIDER facilities processing County Information must:

- Be located in secure areas with controlled access
- Maintain environmental controls consistent with hardware specifications

14.0 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The **SERVICE PROVIDER** must:

- Monitor and manage information processing facilities
- Maintain antimalware and backup systems
- Maintain business continuity and disaster recovery plans
- Use a geographically separate backup location
- Encrypt all backup media
- Meet County specified RTO and RPO requirements as specified in the proposal
- Conduct annual testing of continuity plans

15.0 AUTHENTICATION AND ACCESS CONTROLS

The **SERVICE PROVIDER** must implement:

- Authentication mechanisms that follow industry standards such as NIST SP 800-63 or CIS Controls
- Role-based access controls (RBAC) with the ability to define granular permissions
- Single Sign-On (SSO) integration and utilize industry-standard secure authentication protocols, including **SAML 2.0**, **OpenID Connect (OIDC)**, and/or **OAuth 2.0**
- County-approved VPN for remote access
- The ability to restrict the storing, processing, or transmitting of Gwinnett County user passwords outside of the approved SSO authentication process.
- Industry-standard best practices, including encryption in transit and at rest to protect authentication tokens and session credentials

Any inability to meet Gwinnett County SSO shall be disclosed in writing during the RFP process and must be approved in writing by Gwinnett County prior to contract award or execution.

16.0 SYSTEM HARDENING, CONFIGURATION MANAGEMENT, AND VULNERABILITY MANAGEMENT

The **SERVICE PROVIDER** must:

- Follow secure configuration baselines such as CIS Benchmarks
- Maintain an inventory of all hardware, software, and cloud services supporting County operations
- Follow a documented change management-process with rollback procedures
- Conduct regular vulnerability scanning
- Remediate vulnerabilities within required timelines:
    - Critical: 15 days
    - High: 30 days
    - Medium: 60 days
- Notify the County's designated security contact when vulnerabilities cannot be remediated within the required timelines, in accordance with the County's established security notification procedures.
- Conduct annual penetration testing for externally accessible systems

17.0 LOGGING, MONITORING, AND AUDITABILITY

The **SERVICE PROVIDER** must implement comprehensive logging and monitoring controls that support security investigations, incident response, and regulatory compliance. At a minimum, the **SERVICE PROVIDER** must:

- **Generate and retain logs** for all authentication events, administrative actions, privileged activity, configuration changes, data access, and other security-relevant events.
- **Retain logs for a minimum of twelve (12) months**, or longer if required by applicable law or regulation.
- **Protect all logs against unauthorized access, alteration, and deletion**, including through access controls, integrity protections, and secure storage.
- **Continuously monitor logs** and support automated alerting for anomalous, suspicious, or policy violating activity.

If the solution processes sensitive County data:

- **Provide real-time or near-real-time log forwarding** to the County's Microsoft Sentinel SIEM upon request, using standard, industry-accepted protocols (e.g., syslog, HTTPS API, or equivalent).
- **Ensure logs are provided in an open, structured, and easily exportable format** that does not require proprietary tools for ingestion or analysis.

18.0 SECURITY POINT OF CONTACT (SPOC) AND ESCALATION CONTACT

The **SERVICE PROVIDER** must designate a primary **Security Point of Contact (SPOC)**, who will serve as the main liaison with the County for all security-related matters under this contract. The SPOC must be authorized to respond to inquiries regarding incident response, policy compliance, access coordination, and risk mitigation.

In addition to the SPOC, the **SERVICE PROVIDER** must also designate a 24/7 Emergency Security Escalation Contact who is reachable outside of normal business hours in the event of urgent incidents that may impact County systems, data, or operations. This escalation contact may be the same as the primary SPOC, provided they are available at all times.

The following information must be submitted for both contacts at the time of proposal:

- Full name and title
- Email address
- Office and mobile phone numbers
- Escalation hierarchy (if applicable)

The **SERVICE PROVIDER** is required to keep this information accurate and current throughout the duration of the contract. Any changes to contact assignments must be reported to the County in writing within **ten (10) business days.**

19.0 SECURITY AND PRIVACY INCIDENTS

The **SERVICE PROVIDER** must notify the County within **24 hours** of discovering any actual or suspected Security Incident involving County Information.

Notifications must include:

- Date/time of discovery
- Approximate date/time of incident
- Description of affected County Information
- Summary of facts and remediation steps

The **SERVICE PROVIDER** must provide the County with a written incident report no later than **ten (10) business days** after discovering any data or security breach, or earlier if mandated by applicable law.

Regulatory specific- timelines (HIPAA, PCI-DSS, CJIS, GovRAMP) supersede these requirements where stricter.

20.0 CLOUD AND HOSTED SERVICES REQUIREMENTS

Cloud services must comply with:

- GovRAMP Moderate or High (as applicable)
- FIPS validated- cryptographic modules
- Disclosure of all data storage locations and sub processors

The County retains ownership of all data and must be able to export data in a non-proprietary format at any time.

21.0 BUSINESS SUPPORT HOURS AND SERVICE-LEVEL AGREEMENTS (SLAs)

21.1 Business Support Hours

The **SERVICE PROVIDER** must provide business and technical support services consistent with the operational needs of the County. At a minimum:

- **Standard Support Hours:** The **SERVICE PROVIDER** shall provide support during the County's standard business hours, defined as **Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time**, excluding County recognized- holidays, unless otherwise specified in the Contract or Statement of Work (SOW).
- **Extended or 24/7 Support (If required):** If the services provided are mission critical, public facing, or otherwise designated by the County as requiring continuous availability, the **SERVICE PROVIDER** shall provide **24/7/365 support**, including weekends and holidays.
- **Support Channels:** The **SERVICE PROVIDER** must provide at least two of the following support channels:
    - Telephone support
    - Email support
    - Web based- ticketing system
    - Secure customer portal

- **Response Expectations: The SERVICE PROVIDER must acknowledge receipt of all support requests within the timeframes defined in the SLA.**

21.2 Service Level Agreements (SLAs)

The **SERVICE PROVIDER** must specify SLAs in the Contract or SOW. At a minimum, SLAs must address:

- **Incident Response Times Defined response times for:**
    - Critical incidents
    - High severity incidents
    - Medium severity incidents
    - Low severity incidents
- **Resolution Timeframes:** Maximum allowable time to resolve incidents based on severity.
- **System Availability/Uptime:** If hosting or cloud services are provided, the **SERVICE PROVIDER** must meet the minimum uptime requirement specified by the County, which shall not be less than:
    - **99.9% uptime for mission critical systems**, or
    - As otherwise defined in the SOW.
- **Maintenance Windows:** The **SERVICE PROVIDER** must coordinate planned maintenance with the County and provide at least **ten (10) business days' notice**, unless emergency maintenance is required.
- **Escalation Procedures:** The **SERVICE PROVIDER** must maintain documented escalation paths and ensure timely involvement of senior technical staff when required.

22.0 REGULATORY-SPECIFIC REQUIREMENTS

22.1 CJIS

If the **SERVICE PROVIDER** processes CJIS data, it must complete the FBI's CJIS Security Addendum and comply with the FBI CJIS Security Policy, including:

- Personnel background checks
- Advanced authentication
- Encryption and physical security controls
- CJIS compliant- audit logging

22.2 HIPAA

If the **SERVICE PROVIDER** processes PHI, it must:

- Comply with HIPAA Security, Privacy, and Breach Notification Rules
- Execute a Business Associate Agreement (BAA)
- Implement safeguards appropriate for PHI

22.3 PCI-DSS

If the **SERVICE PROVIDER** processes payment card data, it must:

- Maintain PCI-DSS compliance
- Provide annual Attestation of Compliance (AOC)
- Provide a PCI-DSS Responsibility Matrix defining each party's responsibilities

- Segregate cardholder data environments

22.4 GovRAMP

Cloud systems hosting sensitive County Information must:

- Maintain GovRAMP Moderate or High authorization
- Provide continuous monitoring reports upon request

Sensitive County Information is defined as data that falls into categories which are subject to legislative regulations and/or regulatory compliance requirements including but not limited to, Personally Identifiable Information (PII), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act (HIPAA), and Criminal Justice Information Services (CJIS).

When determining if data is considered Personally Identifiable Information (PII), Gwinnett County will employ the definition of "Personal Information" found in **Georgia code § 10-1-911**. Data classification will be further guided by **Georgia code § 50-18-72**, which defines exclusions to the **Georgia Open Records Act**.

23.0 AUDIT AND COMPLIANCE

The County may audit the **SERVICE PROVIDER's** compliance with this Exhibit **once during any twelve-month period for the full duration of the contract**.

The **SERVICE PROVIDER** must maintain, update, and deliver current annual compliance documentation **to the extent applicable to the systems, environments, or services used to provide the proposed solution**, including:

- **SOC 2 Type II, ISO 27001 certification, or equivalent** for any in scope systems or processes that store, process, or transmit sensitive County Information
- **GovRAMP continuous monitoring reports**, if applicable
- **PCI-DSS Attestation of Compliance (AOC)**, if applicable
- **HIPAA compliance attestations**, if applicable
- **CJIS Addendum and/or audit documentation**, if applicable
- **VPAT**, if the technology solution is made available, or provides a digital service, to the public on behalf of the County

Failure to maintain continuous compliance or to provide required annual documentation **constitutes a material breach of contract**. The County may, at its sole discretion, impose enforcement actions, including but not limited to withholding of payment, suspension of services, termination for cause, or disqualification from current or future County procurements.

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 VERSUS NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION OR 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.

GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS

I. PREPARATION OF SUBMITTAL

A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.

B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.

C. Fee schedule pricing should only have 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 GwinnettCounty.com.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening, and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.

C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the vendor's request and expense, if items are not destroyed by testing.

D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished, but vendor should not submit excessive marketing material.

F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.

G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.

H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.

I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower then 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 on 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 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 to the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.

B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities, and minor irregularities in the submittals received.

C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.

D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.

E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

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

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

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

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

XVI. NON-COLLUSION

Vendor declared 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 may 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 Division in whole or in part by written notice of default to the vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible prosper, 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 (10) 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 thirty (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 the 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 the 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 Police and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to purchasing. The Purchasing Police and 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 of 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 subcontractor's 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 employes or contracts with 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 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 suppliers, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. The 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, judgement, cost, penalty, liability, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or 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 employes or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontracts (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 and 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, Section 54-33. The ordinance is available to view in its entirety at 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 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 Supplier Login and Registration on the County's website and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

County staff are required to verify receipt of goods and submit proof of delivery of services with invoice before payment is processed. Failure to provide proof of delivery of goods and/or services may result in delayed payment.

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 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 the 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. The Purchasing Division is located on the second floor of the Gwinnett Justice and Administration Center at 75 Langley Drive, Lawrenceville, Georgia, 30046. WE HAVE MOVED BACK TO OUR PERMANENT LOCATION.