



**August 31, 2020
REQUEST FOR PROPOSAL
RP023-20**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified Service Providers for the **Provision of Wrecker Services on an Annual Contract** with four (4) options to renew for Various Departments.

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 Thursday, October 1, 2020** 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 p.m. A list of Service Providers submitting proposals will be available the following business day on our website www.gwinnettcountry.com.

Questions regarding proposals should be directed to Marlo Puckett, Purchasing Associate III at marlo.puckett@gwinnettcountry.com no later than **Tuesday, September 15, 2020 at 3:00 p.m.** Proposals are legal and binding upon the bidder when submitted. One unbound original, four (4) exact copies, and one electronic copy on disc or 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-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Susan Canon, 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.gwinnettcountry.com and companies submitting a proposal will be notified via email. We look forward to your proposal and appreciate your interest in Gwinnett County.

Marlo Puckett, CPPB
Purchasing Associate III

The following pages should be returned with your proposal:

- Statement of Qualifications, Pages 23-27**
- Service Provider Information, Page 30**
- References, Page 31**
- Code of Ethics Affidavit, Page 32**
- E-Verify Affidavit, Page 33**



SECTION I: INTRODUCTION**Purpose of Request for Proposal**

Gwinnett County is soliciting competitive sealed proposals from qualified Service Providers for the provision of wrecker services on an annual contract for the removal of wrecked, disabled, abandoned or impounded vehicles on behalf of various County Departments. There will be four (4) additional one-year options to renew the contract at the agreement of both parties.

Gwinnett County encompasses 437 square miles, has approximately 936,250 citizens, and is home to fifteen municipalities. The County is broken down by six Police Districts. The provision of wrecker services is subject to all Federal, State, and Local laws, rules, ordinances, regulations, EPA guidelines, GDOT, and the Gwinnett County Highway Incident Management Steering Committee.

Proposals for Class I and II wrecker service will be scored and awarded per Police district basis. Proposals for Class III wrecker service will be scored per Police district basis and on a County wide basis. Gwinnett County reserves the right to make an award as deemed in the best interest of the County and citizens.

I. General Information

A. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation 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 individual, firm or business may be disqualified from consideration for award.

B. All questions or requests for additional information shall be addressed to Marlo Puckett, Purchasing Associate II, with the Gwinnett County Purchasing Division to marlo.puckett@gwinnettcountry.com no later than 3:00 p.m. Tuesday, September 15, 2020.

C. Proposers have been provided as part of this solicitation a list of qualifications, scoring criteria and the number of possible points to be scored under each criterion, and a copy of the site evaluation sheet that will be utilized by the evaluation team. Gwinnett County reserves the right to reject any or all proposals, in whole or in part, and to waive any technicalities as deemed in its best interest.

D. Proposers should submit at time of proposal submission the following:

- Statement of Qualifications
- List of equipment utilized under this contract (by District)
- Titles and/or lease agreements for each wrecker equipment/vehicle
- Class the proposed wrecker is to be counted under (List last six of VIN and class I/II/III)
- Fully executed Contractor Affidavit/Agreement (E-Verify)
- Ethics Affidavit
- Occupational Tax Certificates
- Zoning Permits
- Copy of Employees Drivers Licenses and CDL classifications
- Proof of Insurance on equipment and facility

Failure to provide any of the above documents along with the proposal submission may be grounds for the County to deem the proposal non-responsive or may result in the proposal receiving a low score on the evaluation criteria defined within this proposal.

E. Successful Service Provider(s) are required within ten (10) days of the Notice of Award to provide the following:

- Two (2) properly executed contract documents with proper insurance certificates.

Failure of the Service Provider to provide any of the above documents within ten days after the Notice of Award may be just cause for the County to annul award. At the discretion of the County, the contract may be re-awarded to next highest scoring wrecker service proposer.

II. DEFINITIONS

1. Class I Wrecker - four (4) wheel vehicle.
2. Class II Wrecker - six (6) wheel vehicle without air brakes.
3. Class III Wrecker - six (6) wheel vehicle and over with air brakes.
4. Bidder/Proposer: A person, company or corporation submitting a Proposal.
5. Contractor: The person, company or corporation to whom the Service Contract is awarded. This term may be used interchangeably with Service Provider.
6. Authority to Request Wrecker Service: The Service Provider will perform work, answer calls, and receive instructions only from the Gwinnett County Police Department, the Gwinnett County Sheriff's Department, or designated personnel with Gwinnett County Fleet Management. The Service Provider is specifically prohibited from being involved except as herein outlined.
7. County: The governing authority of Gwinnett County acting through its duly constituted agents and employees.
8. District: A division of territory, which are separated by geographical attributes which demonstrates the boundaries which are used for Police Services. This term is also referred to as Police districts.
9. Dispatched Location: Physical address provided by the appropriate county representative, which includes but is not limited to, on-scene of incident location and, all other locations as requested by the County.
10. "In Operation": Possession of having an Occupational Tax Certificate for the incorporated or unincorporated areas of Gwinnett County for the proposed wrecker site location, which is actively towing/storing from the proposed site location.

III. GENERAL/MINIMUM REQUIREMENTS:

A. The following qualifications should be met immediately to be considered:

Minimum number and size of wreckers required (own or lease) per Police District as follows: Class I and II:
Three (3) flatbeds with minimum body rating of 10,000 lbs. and minimum winch rating of 8,000 lbs.

Two (2) light duty with minimum wheel lift rating of 4,000 lbs., tow rating of 7,500 lbs. and minimum winch rating of 8,000 lbs.

One (1) medium duty with minimum of 12-ton capacity

*An additional Medium Duty vehicle may be substituted for two Light Duty vehicles.

Class III total of 3 available heavy duty wreckers if awarded by District or a total of 5 available heavy duty wreckers if awarded County-Wide

B. Service Provider shall be able to provide the County with occupational tax certificate(s) showing proof of where the Service Provider has been operating a wrecker service business for a minimum of three (3) years, of which the last twenty-four (24) consecutive months shall have been "in operation" in the incorporated and unincorporated areas of Gwinnett County at the time of proposal submission. (See definition for "in operation.") The company must have operated under the same name as submitted in this proposal during the minimum three (3) year period. Company must have a current Occupational Tax Certificate, Standard Industrial Classification License No. 7549. Occupational Tax Certificate must have been issued for each year company has been in business, and issued in the year business was in operation. Any Service Provider who is in default on the payment of taxes, licenses, or other monies due to Gwinnett County or other governmental agencies may not be eligible for consideration of award.

C. Secured office and storage facilities as outlined in this proposal.

D. Service Provider shall provide to the County a minimum of three (3) satisfactory references where wrecker service has been provided within the past three (3) years. At least one of the references must have been for a government entity. It is the responsibility of the Service Provider to verify that the contact names, phone numbers, and emails for each reference are current. If the contact person or phone number is not correct, the reference may be rejected and removed from consideration of the Service Provider's ability to perform the work.

E. Proposals will be considered on a per Police District basis and on a County Wide basis for Class III. If proposing per Police District, proposer must be able to meet the minimum requirements set forth under Section III, Paragraph A. If proposing Class III on a per District basis, a minimum of three (3) heavy duty wreckers will be required.

If proposing County Wide service, a minimum of five (5) heavy duty wreckers will be required and the storage facility must be within the boundaries of Gwinnett County. Gwinnett County reserves the right to make an award for Class III service in its best interest. If proposing Class III County Wide service, please indicate in proposal response whether service provider will or will not accept award for less than County-Wide.

Note: Evidence should be provided including owners and officers of the company or corporation, incorporation, etc.

F. Towing and Storage lots, at a minimum, shall be zoned M2 with a Special Use Permit (SUP). Business offices can be zoned C-2 and are governed by zoning regulations. However towing and storage lots must be adjacent to the business office in order to adhere to additional specification requirements set forth in this proposal. Zoning compliance must be in place by the Proposal submittal date.

IV. REQUIREMENTS

A. ADMINISTRATIVE REQUIREMENTS

All invoices for services are to be submitted to Gwinnett County for payment no later than sixty (60) consecutive calendar days after services are provided. Failure to do so, will release Gwinnett County from the obligation of payment for services.

Service Provider is required to conduct background checks on prospective drivers prior to employment and maintain such files. Service Provider must provide Gwinnett County (Purchasing Division) with a copy of the prospective driver's license (only), at the time of proposal and for any subsequent hires at the time of

employment. The Service Provider will be responsible for reporting changes of employees on an ongoing basis as they occur, during the contract term. Failure to do so could result in termination of contract.

Service Provider will notify Gwinnett County (Purchasing Division) regarding any changes in property ownership status or any zoning changes. The Service Provider will be responsible for reporting this information to the County on an ongoing basis as they occur, during the contract term. Failure to do so could result in termination of contract.

B. CALLS FOR SERVICE

The terms of the contract are binding only when requests for services are initiated by Gwinnett County Police Department, Sheriff's Department, or Gwinnett County Fleet Management in the normal conduct of business. Normal conduct of business is defined as, but not limited to the following circumstances: Instituting an arrest, removing immediate traffic hazards, removing abandoned vehicles from public right-of-way, impounding recovered stolen vehicles, moving a disabled vehicle with police involvement or as requested by Gwinnett County Fleet Management and any emergency situation requiring a wrecker.

A vehicle owner in ordinary, non-emergency situations may engage a private wrecker service of their choice to remove their vehicle. The responding officer will advise the vehicle owner of their option to call the wrecker service of the owner's choice.

If a wrecker call is canceled due to unanticipated circumstances, such as a driver returning to an abandoned automobile after wrecker request has been placed, there shall be no charge to the County.

C. RESPONSE TIME

The Service Provider for a designated area will be called by the Gwinnett County Police Department or Fleet Management Division for needed wrecker services in the contract area. The Service Provider shall operate the wrecker service on a 24/7 basis to respond to calls for service.

The officer or other appropriate Gwinnett County Representative requesting wrecker service will determine the equipment required for any given situation. If the designated Service Provider cannot provide the equipment or service as required, or cannot meet the required response time, the County reserves the right to obtain services from another wrecker Service Provider. At such time, the designated Service Provider will be responsible for the costs, which, exceed the contract rate, and, any additional costs, which are incurred. The designated

Service Provider must be at the dispatched location as follows: Class I & II - no later than thirty (30) minutes, Class III - no later than forty five (45) minutes from time of receipt of dispatch. Repeated violations, failures to meet the response time requirement as stated, may result in review of Service Providers service by the Gwinnett County Vendor Performance Committee and, appropriate actions taken may include up to termination of contract. Response for Gwinnett County motor vehicles shall be the same as stated above unless determined otherwise.

Each wrecker must be equipped with a two-way base radio and/or each wrecker personnel should be equipped with a cellular phone. Such system must be maintained and operated on a twenty- four (24) hour basis at a base facility located within Gwinnett County.

D. RESPONSIBILITY

Service Provider will conform to all Federal, State, local laws, rules, ordinances and regulations now in effect and any legal revisions that apply. Service Provider assumes responsibility to insure that the contract wrecker service meets all legal applicable requirements. Service Provider will adhere to EPA requirements. Not all vehicles will require adjustments to comply. The costs for those vehicles which will require adjustments to adhere to EPA requirements are included in your rates.

Due to Department of Transportation requirement for Highway Incident Management, the towing and recovery service providers are essential to effective management of the program. Service Provider should cooperate and participate in programs to include activities, meetings, training and exercises with Gwinnett County Highway Incident Management Steering Committee.

E. TYPES OF SERVICE

Included under this contract is the furnishing of labor force, required equipment, and other means for extricating and removal of wrecked or disabled vehicles or equipment from right-of-way, or highways, roads, streets or other public thoroughfares; to tow or otherwise transport such vehicles or equipment to such places as may be requested or directed within the boundary limits of Gwinnett County; to remove cargo, glass and debris from right-of- ways of highways, roads, streets, or other thoroughfares to a location designated by Gwinnett County.

Responsibility to determine owner will be on Service Provider and will be subject to guidelines set forth in O.C.G.A. 40-11-1 through 40-11-24.

When requested by the Gwinnett County Police Department, the Service Provider will remove boats and airplanes, large size dead animals from public thoroughfares, or proximity thereto, to such places as may be directed. Rate will be determined by equipment necessary for removal.

For removal of non-highway vehicles/equipment the Class I/II wrecker Service Provider for the designated District will be contacted. If unable to provide equipment for necessary removal, the Class III wrecker Service Provider will be notified.

In the event that a call for glass/debris removal only is requested, the Service Provider will dispatch a vehicle at his own choosing, which is equipped with the appropriate safety equipment (i.e. Amber lights, reflective vests, etc.) Calls for glass/debris removal will be charged at the same rate as a Class I wrecker, see pricing schedule. Response times for glass/debris removal will be governed under Class I & II, which are no later than thirty (30) minutes.

F. CHARGES FOR SERVICE

When a Gwinnett County Police Officer/Gwinnett County Representative requests wrecker service during the normal conduct of business, the wrecker Service Provider will only charge those rates stipulated in the contract. Service is defined as the intent of Gwinnett County Specifications to include all procedures, tools, equipment, and manpower needed to accomplish the removal of the vehicle or equipment to the Service Provider's storage facility, designated Gwinnett County Facility or other location requested by owner of the vehicle. No additional charge from scene to wrecker facility except when a vehicle is pulled from the scene to other than the wrecker storage facility, charge after the first 5 miles. Rate per wrecker includes, but are not be limited to; services such as winching, unlocking vehicle, flat bed removal, removal of debris from roadways and right-of-way, notification to owner, administration costs, legal fees and EPA requirements as necessary.

All applicable itemized rates, both private and County, are required to be displayed in the Service Provider's business facility using three inch letters and numerals.

Service Providers may not demand cash as method of payment.

G. RESPONSIBILITY FOR CHARGES FOR SERVICE

The County is not be responsible to the Service Provider for payment of any sum whatsoever for non-County owned vehicles. All monies paid to the Service Provider, pursuant to the terms of this agreement, will be paid by the owner of vehicles removed and stored or by sums derived from a legal sale of such vehicles to cover costs. Each vehicle is to stand as security only for the charges against that vehicle and when unclaimed vehicles are sold and do not bring as much as the charges against the particular vehicle, the Service Provider agrees to suffer the loss between the sale price and the charges against that particular vehicle. Any excess realized from the sale

of car shall not be applied against any deficiency from the sale of another car (refer to O.C.G.A. Sections 40-11-1 seq. et.)

Affidavits for forfeiture liens shall be filed as Gwinnett County.

H. RELEASE OF VEHICLES

Any owner, driver or other person authorized to claim an impounded or stored vehicle shall produce to the Service Provider proper identification (such as, but not limited to: picture ID, driver's license, power of attorney, social security card in owner's name, birth certificate, etc.) and proper vehicle ownership (ownership verification can be established by, but not limited to: tag, title, tag registration, bill of sale, traffic ticket, impound sheet in owner's names or power of attorney for the said vehicle). No wrecker Service Provider will release any impounded or stored vehicle to any individual unless that individual produces identification and verification as to ownership of the said vehicle. (Official code of Georgia Annotated 40-11-1 through 40-11-24) The Service Provider is not expected to allow citizens to view or make inspection of the vehicle after normal business hours. Having citizens on the premises after normal business hours is a safety issue for the Service Provider. The Service Provider is expected to have adequate staff available to release the vehicle on a 24- hour basis on any day during the contract period.

No vehicle which is impounded or stored with a written hold request issued by the Gwinnett County Police Department representative will be released without authorization from the Gwinnett County Police Department representative.

I. INVENTORY AT SCENE AND SERVICE PROVIDER'S RESPONSIBILITY FOR PERSONAL PROPERTY

Service Provider is responsible and liable for all vehicles and properties hauled, towed or stored under this contract, including all equipment and contents thereof and indemnify and hold harmless the County against all claims for damages to any vehicle and/or property hauled, towed or stored under this contract. Any thefts or damage to or from impounded or stored vehicles or equipment will be reported to the Gwinnett County Police Department within 24 hours of discovery of the theft. A police incident report will be rendered.

J. HOURS OF SERVICE

The Service Provider will maintain an open facility every day of the year and they shall maintain telephone contact for the public. They must maintain equipment and sufficient labor force that is adequate to supply demand on a full 24-hour per day basis every day of the year. From this location, the wrecker Service Provider is to maintain a twenty-four (24) hour communication base with their wrecker personnel. Standby crews and equipment are to be arranged so as to meet emergency situations under abnormal conditions.

K. OFFICE AND STORAGE FACILITIES

The Service Provider is required to maintain a facility within the boundaries of Gwinnett County to transact business and to accommodate the public. Facility must be within the incorporated or unincorporated "District boundary" of all Districts zoned for such. If the District does not have land zoned for such facility, then the Service Provider must have a facility in a bordering district or municipality within the boundaries of Gwinnett County. (Class III, County-Wide is exempt from the internal boundary clause however, the facilities must be within the boundaries of Gwinnett County as specified above.)

Service Providers business office and storage sites must be located on the same lot or on adjacent/connecting lots. Such facility must be properly maintained, clean and presentable at all times, and will be subject to inspection by the Gwinnett County Police Department. Failure to properly maintain facilities may be grounds for termination of contract.

The Service Provider should have a storage lot large enough to store a minimum of 200 towed vehicles which complies with the Office and Storage Facilities listed above. Such storage area must be secured against free entry and in such a way as to give security to the property entrusted in its care. If the storage is an open area, it

must be enclosed with chain-link fencing (minimum height of 6 feet) to discourage theft, damage or malicious mischief and must be adequately lighted. The determination of proper lighting will be by the Gwinnett County Police Department whose decision shall be binding. Such storage area must be totally secure. The open area must be paved or have sufficient packed gravel surface to prevent problems in entry or exit during inclement weather. All impound lots shall have Digital Video Surveillance of Office (interior/exterior) and all entry/exits points to the storage lots (gates, back entrances etc.). All security video should be stored for a minimum of 30 Days. All recordings are to be provided to the County upon request.

Failure to secure lot with required fencing may be grounds for termination.

Gwinnett County requires twenty (20) storage areas in each impound lot at no charge for

Police confiscated vehicles. Each area must be, at minimum, the size of one passenger car. Spaces must be in a specific area, easily accessible, and mutually agreed upon by Gwinnett County Police Services and wrecker Service Provider. Service Provider must have on the premises, or immediate access to, a covered automotive lift in operable condition at no additional cost to the County. Lifts located off site must be disclosed to the County at the time of proposal submittal specifying the address of the location of the lift, the distance from the storage lot, and if applicable, a written agreement between the proposer and the lessor. Lifts and lift agreements must be in place by the Proposal submittal date.

Acceptance of lifts located off site will be at the discretion of the Sergeant over vehicle theft for the County. Acceptance will be based upon hours of availability, the ability to meet zoning requirements, and the distance from the proposed wrecker lot. Lifts must be located within Gwinnett County to be considered. Tows to and from the lift made by the County for investigation purposes will be performed at no cost to the County.

No switching, removal or relocation of vehicles or equipment deemed abandoned by Gwinnett County from the initial facility to another facility located within Gwinnett County or outside of Gwinnett County will be permitted unless it is at the request of the County. Abandoned vehicles may only be moved for sale purposes within Gwinnett County.

No wrecker service may remove any equipment or personal property attached to or stored in the vehicle being towed or stored, unless requested by a Gwinnett County Police Department representative.

L. WRECKER AND TOWING EQUIPMENT

Service Provider must have in full operating/towing condition at all times a minimum of three (3) flatbeds, two (2) light duty wreckers, and one (1) medium duty wrecker for Class I and Class II Districts. Eligibility for some Districts with heavier usage may be contingent upon additional equipment being available from the Service Provider. No District will require more than four (4) flatbeds, two (2) light duty wreckers, and two (2) medium duty wreckers. In order to meet the eligibility requirements for Class III services, the Service Provider must have in full operating/towing condition at all times a minimum of three (3) heavy duty wreckers for a specified District and a minimum of five (5) heavy duty wreckers if proposing County wide.

The equipment/vehicle must be on the property of the wrecker Service Provider located within Gwinnett County. Wreckers must be in working condition so that it is able to pass a Commercial Vehicles Inspection which will be performed by State DPS at the request of the County.

Successful vendor will present copies of title, or lease agreements for any newly obtained equipment and/or vehicles required to meet contract specifications. If the wrecker equipment/vehicle is repossessed or lease agreement is terminated by either party prior to the contract period ending, the wrecker Service Provider will provide sufficient data to show they are in compliance with this section.

Gwinnett County requires all road equipment to have current Georgia Certificate of Registration; and returned in the county where the business is located, in accordance with O.C.G.A. #48-5-444. The road equipment must have been kept current in registration, taxes, and all applicable licenses. The vendor also must have had the registration of their equipment returned in Gwinnett County during the time the business has been licensed in the County.

At all times, each wrecker must be equipped with a base radio and/or each wrecker personnel must be equipped with a cellular phone. Systems must be in working condition.

Each wrecker will be required to carry a full complement of service items specified by Federal, State, Local laws, rules, ordinances and regulations such as fire extinguishers, chains, ropes, blocks, skid chains, dollies, stop lights, flares, flashers, flood lights, hand tools, lock-out tools, shovels, axes, wrecking bars, brooms, major first aid kit, oil absorbent material, and other tools and needs for lifting, extricating, righting of wrecked vehicle/equipment and removal from thoroughfare by towing or carting.

M. SITE INSPECTION

Gwinnett County may perform site visit(s) prior to notification of the proposer in order to verify compliance and determine the proposer's qualification to perform wrecker services under this contract. Site visits may be conducted after receipt of "Proposals".

The proposing firm shall provide to the County access to the wrecker lot, offices, fleet of wreckers, lifts, any additional equipment required under this contract, and staff which have been proposed for use under this contract. The site inspection team will be verifying, documenting, and recording the conditions of each of these units. Representatives of Gwinnett County will be onsite at the time of the site visit performing inspections on the wrecker fleet. The County has provided a sample of the checklist which will be used during the site visit as Appendix A.

Failure of the proposing firm to demonstrate compliance to the specifications in this RFP will be reflected directly in the scoring of the proposal under the designated scoring criteria set forth in the solicitation.

Award of the contract will be to the highest scoring firm of each Police District. If discovered during the site visit that the highest scoring firm was notated to have deficiencies in their fencing, camera system, security, cleanliness, or lighting that needs to be addressed in order to be in compliance with the specifications of this contract, Gwinnett County will allow said Service Provider a maximum of ten (10) business days after award to correct said deficiencies. Failure of the Service Provider to bring these deficiencies into compliance may be grounds for the County to terminate award of the contract and to award the contract to the next highest scoring firm.

N. SPECIFICATION COMPLIANCE

Subsequent to the award, Gwinnett County Police will have the authority and responsibility to inspect the Service Provider's facility to ensure compliance to the specifications during the contract term. If the Service Provider is deemed non-compliant with any specifications set forth within the contract, Gwinnett County personnel will provide said Service Provider in writing a list of noted deficiencies and allow the Service Provider a maximum of ten (10) business days for the Service Provider to correct deficiencies. A follow up visit will be conducted after the allowable ten (10) business days to check the Service Provider's adherence. If the Service Provider is still found to be non-compliant after the follow up site visit, County personnel will prepare a Vendor Performance Complaint to the Vendor Performance Committee for review. The complaint will be scored based on the seriousness of the complaint. Such complaints may be grounds for the County to terminate the contract, place the vendor on the ineligible source list, and may prohibit the Service Provider for receiving any future awards.

Gwinnett County reserves the right to inquire into Service Providers affiliations with any prosecutable actions at the Federal, State or local level and may result in proposal being deemed non-responsive and not considered for award.

O. REMOVAL OF DEBRIS

Each wrecker will carry a broom, and the wrecker driver or his assistant will be required to completely remove broken glass or other debris when a vehicle is removed from the street. Removing all debris from the street and right-of-way is part of the Service Provider's obligation. Removal will be done in such a manner as to insure public safety. Payment for these services is included in the wrecker rates for Class I, II, and III which are located within this specification. The only time the Service Provider will be allowed to separately bill for glass/debris removal is if there is no tow to be performed at the time of request. Otherwise glass and debris removal will be included in the specified wrecker rates.

P. REMOVAL OF CARGO

When directed by Police to remove material from a street which is part of a load being trucked over the thoroughfare, the Service Provider may remove, or subcontract for the removal of the material to a location designated by Gwinnett County Police Department as directed, and charge the rate as stipulated under contract for such services.

Q. SERVICE PROVIDER

The Service Provider, in submitting a Proposal, affirms that he is not an employee or an elected official of Gwinnett County; that he has not by himself or through any persons, officers, agents, or employees prevented or attempted to prevent by any means whatsoever, anyone from submitting a Proposal or induced or attempted to induce another to withdraw a Proposal for the aforesaid service.

R. PERSONNEL

The wrecker Service Provider will at all times during the contract submit to the Chief of Police or his designee, the full names, addresses and dates of birth of any subsequent additions or deletions of personnel in the Service Provider's towing storage operation within 24 hours.

This includes any board members of the corporation, individuals, stockholders, managers, drivers, clerical personnel and anyone working for the Service Provider. This would include personnel working for the Service Provider located outside the boundaries of Gwinnett County.

Service Provider is required to conduct background checks on all employees prior to execution of contract or prior to any employment subsequent to execution of contract and maintain such files. Service Provider shall provide Gwinnett County (Purchasing Division) with a copy of the individual's driver's license (only) as part of proposal response. Due to confidentiality requirements, Gwinnett County will not accept or request copies of individual background check information; however the Service Provider will be responsible for submitting a signed written statement verifying that all employees are compliant with contract requirements.

All employees of the Service Provider involved in the towing of vehicles must possess a valid CDL Georgia driver's license. Employees who operate a wrecker which meets the criteria of a Commercial vehicle will possess the proper class CDL (Commercial Driver's License), and possess the proper endorsements required by O.C.G.A. 40-5-150 while engaged in towing a commercial vehicle which requires endorsements specified in O.C.G.A. 40-5-142.

The wrecker Service Provider must ensure that their owners and drivers do not have any felony convictions for offenses involving theft, assault, sexual offenses, breaking and entering auto, obstruction of law enforcement, moral turpitude, etc.

S. RECORDS

The Service Provider agrees that the Gwinnett County Police Department's Chief of Police, or his duly authorized representative, shall have access to and the right to examine any books, documents, papers, and records of the Service Provider involving transactions related to this contract. Gwinnett County reserves the right to perform random audits of the impound lots by calling citizens who have had County tows and verifying charges.

Standardized vehicle impound forms are provided to all County Police Officers for use when a vehicle is impounded. When a vehicle is impounded under the conditions of the contract, copies 2, 3 and 4 of the completed form will be maintained by the wrecker Service Provider and the police officer will retain the original copy. When an abandoned vehicle is impounded by a wrecker Service Provider, not requested by police, the wrecker Service Provider will provide a complete description of the vehicle, tag number, vehicle identification number (VIN) and any of the other pertinent information typed or hand written on the Service Provider's letterhead stationery and with the original copy of the letter or form being mailed immediately or delivered to the Gwinnett County Police within twenty-four (24) hours.

Anytime an abandoned or impounded vehicle is released through any means, copy 2 of the form is to be delivered within twenty-four (24) hours of the next business day, to the Gwinnett County Police Department. The form will be completed in entirety. Copy 4 will be provided to the owner/claimant.

Service Provider must possess, maintain and have ability to provide information through an electronic records management system with E-mail capability to forward VIN information to the Gwinnett County Police Department.

T. CONTRACT PERIOD

Contract will be for an initial one year period, with options to renew for four (4) additional one year periods. Gwinnett County reserves the right to inspect to assure compliance with specifications/requirements and to review qualifications prior to award of contract, and prior to any option to renew.

U. AREA OF SERVICE

Gwinnett County is requesting wrecker services for Class I & II tows by Police District and Class III by Police District or County-wide basis.

The wrecker districts will correspond with the Police Districts. Service Provider will be requested to respond to calls for service in accordance to the Police District within which each requesting officer is assigned. Example: If Police District 1 makes a request for wrecker service, call would be placed to the Police District 1 wrecker Service Provider; if Police Districts 2 makes a request for wrecker service, call would be placed to the Police District 2 wrecker Service Provider. Dispatch will make every attempt to dispatch based on the terms of this solicitation.

Wrecker districts are subject to change during the contract period and to include subsequent contract renewal option terms. Said changes will be based in direct correlation to the Police District changes that may occur.

Note: The actual street names are listed for the Service Provider as a point of reference and may not be exact and/or exclusive to the actual District if said boundaries run through a City Municipality. The directional (North, South, East, West) may not be true, but are determined in relationship with the Police Districts. For evaluation purposes only, Municipalities and city jurisdictions have been included in the Police District boundaries listed below.

For further clarification of how these boundaries are affected by municipalities, please refer to the enclosed Gwinnett County map (Page 14). The cities that qualify for a Police District are listed on Pages 12-13.

District 1:

This District is bounded on the north by the Chattahoochee River to Holcomb Bridge Road, along the Fulton County line to Winters Chapel Road to Jones Mill Road to the DeKalb County line.

On the west by DeKalb County line.

On the south by Hwy 29 (Lawrenceville Highway) from the DeKalb County line to Beaver Ruin Road.

On the east by Beaver Ruin Road from Highway 29 across I-85 to Satellite Blvd, Northeast on Satellite Blvd to Pond Road to Simpson Circle, North on Buford Hwy to City limits of Duluth to N. Berkeley Lake Road to the Chattahoochee River/County Line.

The Municipalities of Norcross and Lilburn are included in District 1. In order to qualify for District 1, Wrecker Service providers must be within the above stated unincorporated boundaries or incorporated areas.

District 2:

This District is bounded on the north by Scenic Highway (Highway 124) to Sugarloaf Parkway (Lawrenceville City Limits) to Highway 29.

On the west by Highway 29 from Sugarloaf Pkwy to the DeKalb County line.

On the south by the Dekalb/Rockdale County lines.

On the east by the Rockdale/Walton County lines to Mink Livsey Road to Centerville Rosebud Road to Scenic Highway (124) North.

The Municipalities of Snellville, Lawrenceville, and Lilburn are included in District 2. In order to qualify for District 2, Wrecker Service providers must be within the above stated unincorporated boundaries or incorporated areas.

District 3:

This District is bounded on the north by the Hall/Forsyth County lines. On the west by the Chattahoochee River. On the south by the County line to McGinnis Ferry Road around the City of Suwanee to I-85.

On the east by I-85 to the County line.

The Municipalities of Suwanee and Braselton are included in District 3. In order to qualify for District 3, Wrecker Service providers must be within the above stated unincorporated boundaries or incorporated areas.

District 4:

This District is bounded on the north by I-85 from the Barrow County line to Lawrenceville Suwanee Road.

On the west by Lawrenceville Suwanee Road to Duluth Highway around the city limits of Lawrenceville to Papermill Road.

On the south by way of Papermill Road to Martins Chapel Road to Brooks Road to Harbins Road to the Barrow County Line.

On the east by the Barrow County line.

The municipalities of Lawrenceville and Auburn are included in District 4. In order to qualify for District 4, Wrecker Service providers must within the above stated unincorporated boundaries or incorporated areas.

District 5:

This District is bounded on the north by the Chattahoochee River to McGinnis Ferry Road, along Peachtree Industrial Boulevard to Suwanee Dam Road.

On the west by Beaver Ruin Road from Highway 29 (Lawrenceville Highway) to Satellite Boulevard North on Satellite to Pond Road to Buford Highway North on Buford Highway to City limits of Duluth up to the City limits of Suwanee.

On the south by Hwy 29 (Lawrenceville Hwy) at Beaver Ruin Rd. North to the City limits of Lawrenceville.

On the east by Lawrenceville Suwanee Road from Peachtree Industrial Boulevard to Interstate 85 (I-85) to Lawrenceville Suwanee Road and Duluth Highway to SR316.

The municipalities of Suwanee, Duluth, Lilburn and Lawrenceville are included in District 5. In order to qualify for District 5, Wrecker Service providers must be within the above stated unincorporated boundaries or incorporated areas.

District 6:

This District is a combination of what used to be parts of District 2 and District 4.

The District is bounded on the North by way of Papermill Road to Martins Chapel Road to Brooks Road to Harbins Road to the Barrow County Line.

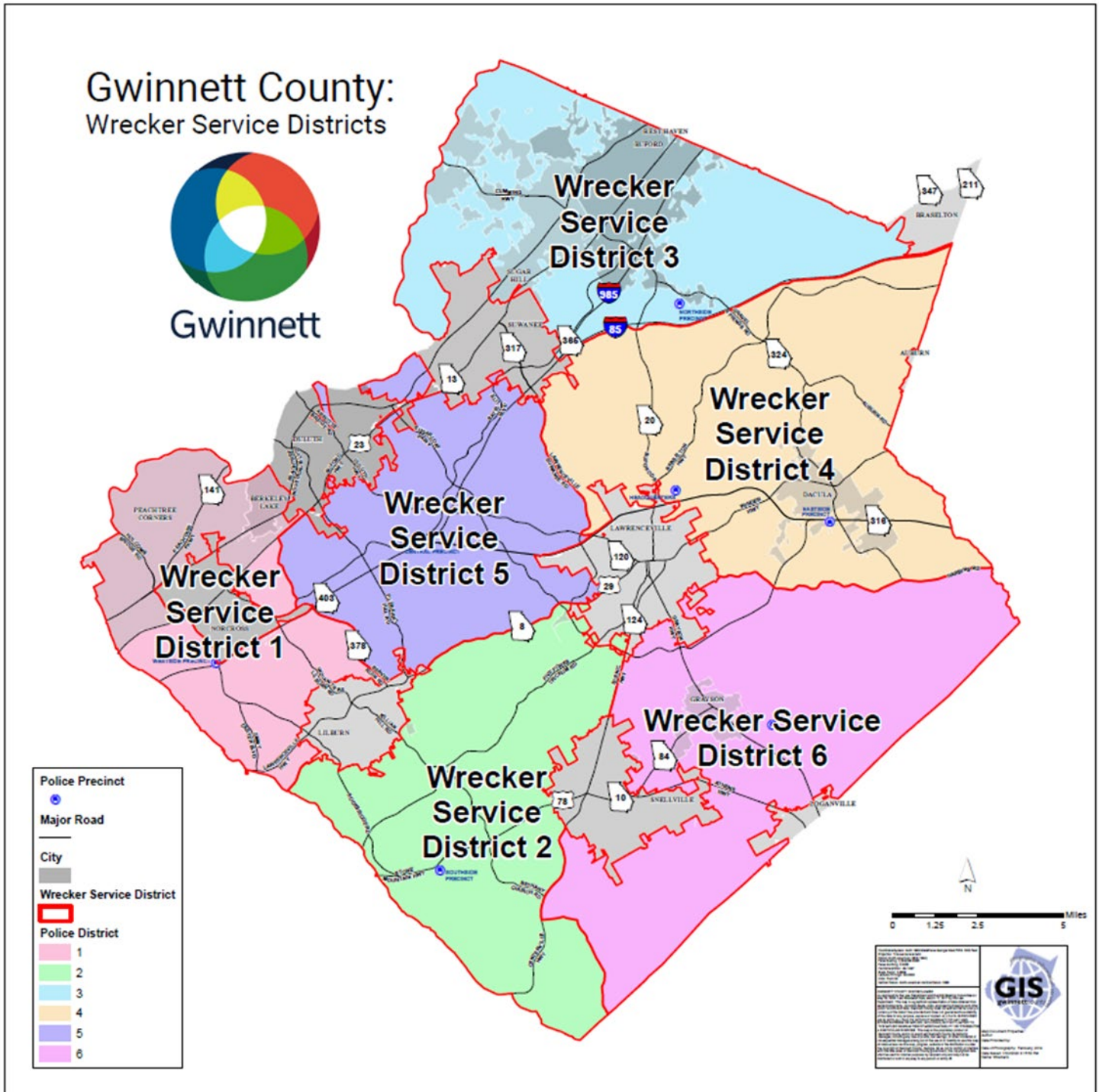
On the west by Scenic Highway (SR124) to Centerville Rosebud Road to Mink Livsey Road.

On the south by Dekalb/Rockdale County lines.

On the east by Walton County line.

The municipalities of Snellville, Lawrenceville and Loganville are included in District 6. In order to qualify for District 6, Wrecker Service providers must border the above stated unincorporated boundaries or incorporated areas while still adhering to the 30 minute response time.

The following map represents Wrecker Service Districts.



V. GWINNETT COUNTY VEHICLES

All first tows/vehicle assistance for Gwinnett County emergency vehicles will be at no charge (Excluding Fire Trucks, EOD Truck, SWAT Truck). All other County vehicles will be pulled at half rate. Gwinnett County Fleet Management is exempt from the mileage fee for tows within the boundaries of Gwinnett County for County vehicles. The mileage fees for County vehicle tows outside the boundaries of Gwinnett County will be at one half of the established rates set forth in the Pricing Schedule.

W. COLLUSION/COLLUSIVE BIDDING

A form of collusive bidding is one in which competing firms collaborate to pre-select the successful service provider. Contriving providers agree to divide the market, with each vendor taking a particular contract or portion of a contract. Proposals which appear suspicious will be reported to the United States Department of Justice, Antitrust Division.

X. ENFORCEMENT

Gwinnett County Police Department shall enforce all state and local laws, rules, ordinances and regulations now in effect and revisions that apply.

Y. INSURANCE REQUIREMENTS:

Prior to execution of the contract, and at all times that this contract is in force, the Service Provider shall obtain, maintain and furnish the County certificates of insurance from licensed companies doing business in the State of Georgia and acceptable to the County covering the following (next three pages):

STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners (**and any applicable Authority**) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

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

7. Certificate Holder should read:
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.

16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

**PRICING SCHEDULE
CLASS I AND II**

WRECKER RATES AS FOLLOWS:			Unit Price
1.	Class I - 4 wheels		\$95.00
2.	Class II - 6 wheels, without air brakes		\$115.00
3.	Recovery/ Removal of Cargo:	Class I and II	\$15.00/hour - labor \$35.00/hour - equipment
4.	Mileage Fee:	No additional charge from scene to wrecker facility; however, when a vehicle is pulled from the scene to other than the wrecker storage facility, charge after the first 5 miles	\$3.25
5.	Storage of Vehicles:	There will be no charge for the first 24 hours. Charges after the first 24 hours will be as follows: a. Class I - per day, 24 hours b. Class II - per day, 24 hours	\$15.00 \$15.00
6.	Staging	Charges for staging after the first hour (per hour)	Half of rate for type of vehicle being pulled
7.	Glass/Debris Removal Only	Charges for glass and or debris cleanup, NO towing performed	\$95.00

NOTE: GWINNETT COUNTY FLEET MANAGEMENT SHALL BE EXEMPT FROM THE MILEAGE FEE FOR TOWS WITHIN THE BOUNDARIES OF GWINNETT COUNTY FOR COUNTY VEHICLES. THE MILEAGE FEES FOR COUNTY VEHICLE TOWS OUTSIDE THE BOUNDARIES OF GWINNETT COUNTY WILL BE AT ONE-HALF OF THE ESTABLISHED RATE SET FORTH WITHIN THE PRICING SCHEDULE.

**PRICING SCHEDULE
CLASS III**

WRECKER RATES AS FOLLOWS:			Unit Price
1	Class III - 6 wheels and over with air brakes		\$190.00
2.	Recovery/ Removal of Cargo:	Class III	Labor & equipment will be charged at industry standard rate. Receipts are to be supplied to Gwinnett County Police upon request.
3.	Mileage Fee:	No additional charge from scene to wrecker facility; however, when a vehicle is pulled from the scene to other than the wrecker storage facility, charge after the first 5 miles.	\$3.25/mile
4.	Storage of Vehicles:	There will be no charge for the first 24 hours. Charges after the first 24 hours will be as follows: a. Class III - per day, 24 hours	\$20.00 Truck \$20.00 Trailer
5.	Staging	Charges for staging after the first hour (per hour)	Half of rate for type of vehicle being pulled
6.	Glass/Debris Removal Only	Charges for glass and/or debris cleanup, No towing performed	\$95.00

PROPOSAL FORMAT

Proposals submitted for consideration should follow the format and order of presentation described as follows:

TAB A - Equipment – 30 points

1. Equipment indicated by District. If intended for consideration in a given District, it cannot be intended for use in another District.
2. See minimum requirements in Section III.A. Copies of Titles and Lease Agreements for each piece of equipment was provided.
3. Wreckers successfully passed the inspection by the Gwinnett County Commercial Motor Vehicles Unit.

TAB B - Experience – 30 points

Describe in detail the experience of the company, drivers and office staff. Firm has successfully demonstrated three (3) years of being in the wrecker service industry & the last twenty-four (24) consecutive months “in operation” within the incorporated and unincorporated areas of Gwinnett. Submittal of employee’s driver’s license and CDL certificate. Any exceptions to the Gwinnett County Service Provider Contract will be considered in the evaluation.

TAB C – References – 10 points

A minimum of three (3) satisfactory references where wrecker service has been provided within the past three (3) years. At least one of the references must have been for a government entity.

TAB D – Office and Storage Facilities- 30 points

Demonstrates that the office and storage facility meets the specified requirements for secured office and storage facilities. Demonstrates that the meeting all zoning requirements. Demonstrates the cleanliness and readiness of the office and staff to perform wrecker services. Signage is posted stating hours of service, hours of pick-ups, private and county fee rates, and types of payment received.

Each District will be scored separately according to the criteria stated in the proposal. Equipment and facilities cannot be intended for use in more than one District.

SELECTION PROCESS

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with the following values assigned:

Criteria		Tab	Points
Phase I			
	Equipment	A	30
	Experience	B	30
	References	C	10
Sub-Total			70
Phase II			
	Office and Storage Facilities	D	30
TOTAL			100

The proposals will be evaluated by a proposal evaluation team in order to select the Service Provider(s) that rate highest according to the criteria listed above. The evaluation team may short list the highest scoring firms before conducting site visits. The number of respondents short listed will be at the discretion of the evaluation team. The full cost of the proposal preparation and all costs incurred to participate in the site visit are to be borne by the

proposing firm. The County reserves the right to negotiate with the highest scoring service provider(s) for price and concessions that are in the best interest of the County. If 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.

The following should be submitted with service provider(s) proposal:

- A. The wrecker Service Provider will submit the full names, addresses and dates of birth of all persons employed in the Service Provider's towing and storage operation at the present time.
- B. All employees of the Service Provider involved in the towing of vehicles will possess a valid CDL - Georgia Driver's License, if operating applicable wrecker for this requirement. Submit photocopy with Qualification.
- C. Photocopies of Occupational Tax Certificates, SIC #7549 or a certificates to do business in an incorporated municipality within Gwinnett County.
- D. Proof of Insurance on proposed wrecker trucks and facility.
- E. Contractor Affidavit (E-Verify) and Ethics Affidavit
- F. Zoning Permits for each location/facility proposing as storage lot/office
- G. All information needed to evaluate qualifications is listed in this document.

Failure to return this page as part of the proposal document may result in rejection of proposal.

STATEMENT OF QUALIFICATIONS - WRECKER SERVICE

Proposal packages shall clearly state the district(s) in which consideration for award is desired. **If proposing for more than one district, a Statement of Qualifications shall be submitted for each individual district.** Proposal award will not be taken into considered for Districts that are not identified or submitted as separate packages. Service Providers shall be able to provide services for all Districts in which qualification is requested. Please do not overstate your company resources ability to provide service in an effort to obtain award of "a District".

List the district in which qualification is being proposed: _____

I. EXPERIENCE:

Gwinnett County requires Wrecker Service Company to have been in the wrecker business for a minimum of three (3) years, of which the last twenty-four (24) consecutive months must have been in operation in the incorporated and unincorporated areas of Gwinnett County from the time of proposal submission, under the same company name as submitted in this proposal.

Give a complete detailed description of experience in the wrecker business:

Company Name _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

Failure to return this page as part of your Qualification document may result in rejection of Proposal Document.

II. Name and Phone Number of Officers, Owner(s) and Management:

Company Name _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

Failure to return this page as part of your Proposal document may result in rejection of Proposal Document.

CLASS I AND II

III. Description and the address of the proposed (current) facility and storage area:

IV. Address of location where the lift is housed. Distance from the Proposed Wrecker Service lot to the Lift. Please indicate the zoning of the lot where the lift is housed.

V. Service Provider should have in full operating/towing condition at the time of submission of proposal the following wreckers as a minimum:

3 flatbeds, 2 light duty, 1 medium duty

Wrecker contract owner should submit copies of title or lease agreements for equipment and vehicles currently in operation along with current Georgia Registration at the time of the submission of Proposal.

List and describe equipment now owned: (Attach additional pages if needed)

Manufacturer Name	Year & Model	Serial Number	Flatbed, Light Duty or Medium Duty
1.	<hr/>		
2.	<hr/>		
3.	<hr/>		

Company Name _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

CLASS III

Gwinnett County reserves the right to make an award for Class III service as deemed in its best interest. If proposing Class III County-wide service, please indicate in the proposal response whether Service Provider will or will not accept award for less than County-wide on a per district basis.

VI. Description and location(s) of current facility and storage area

Company Name _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

Service Provider shall have in full operating/towing condition at the time of submission of Proposal the following wreckers as a minimum:

PER – DISTRICT

<OR>

COUNTY - WIDE

Total of 3 available heavy-duty vehicles

Total of 5 available heavy-duty vehicles

Wrecker contract owner shall present copies of title or lease agreements for equipment and vehicles currently in operation along with current Georgia Registration. This is to be submitted with your Proposal.

List and describe equipment now owned: (Attach additional pages if needed)

Manufacturer Name	Year & Model	Serial Number	Heavy Duty
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

Company Name _____

**APPENDIX A
SITE VISIT SCORE SHEET
(To be completed by site inspection team)**

Wrecker Company Name _____

Location of the Business _____

Zone _____

Mark under the appropriate section whether the proposer is in specifications by using: COMPLY or NON-COMPLY. **Comments can be positive or negative about observed conditions. Note** Scores for each section will be adjusted up or down based upon the compliance of specifications and comments listed in each area.**

EQUIPMENT

Class I and II	Paperwork submitted	Commercial Vehicle Inspection	COMMENTS
Three Flat Beds(min body rating of 10k lbs, min winch of 8k lbs)			
Class I and II	Paperwork submitted	Commercial Vehicle Inspection	COMMENTS
Two Light Duty (min wheel lift rating of 4k lbs, tow rating 7,500 lbs, and min winch rating 8k lbs)			
Class I and II	Paperwork submitted	Commercial Vehicle Inspection	COMMENTS
One Medium Duty (min 12 ton capacity *medium duty vehicles may be substituted for Light Duty Trucks)			
Class III –By District	Paperwork submitted	Commercial Vehicle Inspection	COMMENTS
Total of 3 Heavy Duty (min body rating of 10k lbs, min winch of 8k lbs)			
Class III –By County-Wide	Paperwork submitted	Commercial Vehicle Inspection	COMMENTS
Total of 5 Heavy Duty (min body rating of 10k lbs, min winch of 8k lbs)			

Please check (✓) the appropriate box. If the facility is in non-compliant with specifications comments are to reflect the areas of concern.) Otherwise comments can be positive or negative about observed conditions.

Wreckers	COMPLY	NON-COMPLY	COMMENTS
All wreckers are equipped with a base radio or a Nextel 2 way Direct Connect System			

OFFICE & STORAGE (please check (✓) the appropriate box. If the facility is in non-compliant with specifications comments are to reflect the areas of concern.) Otherwise comments can be positive or negative about observed conditions.

	COMPLY	NON-COMPLY	COMMENTS
Paperwork complete shows address, district, and description of facility			
Office is Secured, locks on doors and counter /wall separating customer from staff			
Secured Storage Facility, 6ft chain length fence, Fence is erect, gates have locks for after hours, no points of access			
Proper lighting			
Digital Monitoring System			
Electronic Management System and Email Capability			
Facility is maintained and clean			
Storage for minimum 200 vehicles			
Additional Equipment stored on site			
Business Sign is posted on the outside and Rates/hours are posted near the customer counter.			
Storage Facility is within the proposed district			
Office is equipped with a base radio or staff is equipped with a Nextel 2 way Direct Connect Radio System			
Open area paved or sufficient packed gravel			
Operational covered automotive lift			

SERVICE PROVIDER INFORMATION

Service Provider has examined the proposal package, and following addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of 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.

Certification of Non-Collusion in Proposal Preparation _____
Signature _____ Date _____

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

Federal Tax ID _____ E-mail address _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

REFERENCES

Service Provide shall provide to the County a minimum of three (3) satisfactory references where wrecker service has been provided within the past three (3) years. At least one of the references must have been for a government entity. It is the responsibility of the proposer to provide the County with current contact name, phone number, and email for each contact. Gwinnett County will make every attempt to contact the references provided by the phone number and email address provided below. Failure of the County to obtain a response from each reference will be reflected in the total points scored under the appropriate criterion.

1. Name of Entity _____

Brief Description of Contract _____

Contract Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

2. Name of Entity _____

Brief Description of Contract _____

Contract Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

3. Name of Entity _____

Brief Description of Contract _____

Contract Dates _____

Contact Person _____ Telephone _____

E-Mail Address _____

COMPANY NAME _____



CODE OF ETHICS AFFIDAVIT

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

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

1. _____
(Company Submitting Bid/Proposal)

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

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

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

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

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

4. Sworn to and subscribed before me this _____ day of _____, 20____

BY: _____
Authorized Officer or Agent Signature

_____ Notary Public
Printed Name of Authorized Officer or Agent

_____ (seal)
Title of Authorized Officer or Agent of Contractor

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





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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

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

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



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
Provision of Wrecker Services on an Annual Contract**

This **CONTRACT** made and entered into this _____ day of _____, 20__ 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 _____, for a one year period with four option 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: _____
Charlotte J. Nash, Chairman
Gwinnett County Board of Commissioners

ATTEST:

Signature
Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

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

RP023-20

Buyer Initials: MP

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS**

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of 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 contract award by the Board of Commissioners. 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.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. 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 your bid/proposal 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 bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be

acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals 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 company 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 proposer's request and expense if testing does not destroy items.
- 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 identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal 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 proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal 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 proposer.

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

The contractor 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 contractor 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 proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal 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 an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. 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 the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer 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 proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

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

The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT

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

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to 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 that the consultant agrees to: (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, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; 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. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

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

XVI. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

The Purchasing Policy 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 Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, Human Relations 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 firm'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 contractors of their use tax liability on public works projects. Under Georgia law, private contractors 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, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE 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) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all 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 contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor 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 contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors,

information submitted by the bidder which may include the bidder'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 a bid or 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. Section 36-84-1).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, 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, the engineer, or any of their agents or employees by any employee of the Contractor, 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to 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 shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com

XXXIII. PENDING LITIGATION:

A proposal submitted by an individual, firm or business who 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.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.

- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.