



September 10, 2021

**REQUEST FOR PROPOSAL  
RP035-21**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers to **Provision of Armored Courier Services on an Annual Contract with Four (4) Options to Renew** for the Department of Financial Services.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 PM local time on October 7, 2021**, at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened, and only names of submitting firms will be read at 3:00 PM. A list of firms submitting proposals will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

Questions regarding proposals should be directed to Dana Garland, CPPB, Purchasing Associate III at [dana.garland@gwinnettcounty.com](mailto:dana.garland@gwinnettcounty.com) or by calling 770-822-8723 **no later than 3:00 PM on September 29, 2021**. Proposals are legal and binding upon the proposer when submitted. **One unbound single-sided original, five (5) copies, and one (1) digital copy on a flash drive should be submitted. Cost should be submitted in a separate sealed envelope.**

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

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

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

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

Award notification will be posted after the award on the County website, [www.gwinnettcounty.com](http://www.gwinnettcounty.com), and companies submitting a proposal will be notified via email.

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

Dana Garland, CPPB  
Purchasing Associate III

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

**Provider Information, Page 10**  
**Cost Proposal (Return in a separate envelope), Pages 11-14**  
**References, Page 15**  
**Contractor Affidavit and Agreement, Page 25**  
**Code of Ethics Affidavit, Page 26**

## **SECTION I: INTRODUCTION**

### **A. Purpose of Request for Proposal ("RFP")**

The Gwinnett County Board of Commissioners, through the Department of Financial Services, requests sealed proposals to provide armored courier services to the County in accordance with the terms, conditions, and specifications contained in this request for proposal.

Information regarding general requirements and volume estimates are included in this RFP. General requirements and volume estimates should be used as a basis for all proposals. Responders should submit proposals that conform directly to the baseline service requirements. Respondents are encouraged to submit clear and concise responses, and excessive length or extraneous information is discouraged. To ensure our ability to evaluate and choose a successful service provider for this project, respondents are encouraged to be responsive to the specific range of issues requested in this solicitation. Submission of excessive "boiler plate" information, including sales brochures, is discouraged. Proposers should not submit website links in lieu of written responses. Website links and any information contained within may not be reviewed or considered by Gwinnett County. Do not include marketing, product, or other materials in your proposal submittal. Service providers failing to follow instructions may be deemed non-responsive.

### **B. Armored Courier Service Overview**

Departments and offices currently receiving armored courier services are shown in Proposal Fee Schedule. Other departments and offices may maintain armored courier service agreements with other service providers outside of the scope of the Proposal.

The current contract with Brinks, Inc. expires December 31, 2021. As of September 1, 2021 Gwinnett County has a total of 39 pickup locations throughout the County.

### **C. Other Armored Courier Service Information**

All pickups and deliveries are to be completed as scheduled and delivered to the appropriate financial institution no later than next business day, unless otherwise noted.

The service provider shall be required to compensate Gwinnett County for any missed pickups. Compensation should be in the form of a per trip invoice credit when service is missed. Armored vehicles will park in designated areas during pickups and deliveries so as not to create a safety hazard for Gwinnett County employees, citizens, pedestrians, or armored staff.

Armored personnel may be required to store and lock guns and ammunition at security checkpoints located inside various pickup points notated in Proposal Fee Schedule.

### **D. Delivery Points and Frequency**

The current list of locations receiving pickup along with their current pickup schedule and time frame is listed in the fee schedule.

**E. Pickup Times/Delivery Times – Armored Courier Service**

Current pickup time frames are referenced on the Proposal Fee Schedule.

A list of County observed holiday’s is below:

<b>Holiday</b>
New Year’s Day
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

Deliveries to financial institutions must meet established cutoff times for credit that day. All deposits must be delivered to the appropriate financial institution no later than the listed time. The following is a list of cutoff times for each financial institution:

Wells Fargo Bank N.A. Cash Vault 4742 Aviation Pkwy Atlanta, GA	3:00 p.m.
Renasant Bank 106 Crogan Street Lawrenceville, GA	2:00 p.m.

This is subject to change and the awarded vendor will be given at least 30 days’ notice of any change.

**F. Deposits and Change Funds**

Deposits will consist of cash, coin, and checks. Service provider is responsible for timely delivery of deposits to proper drop point at the appropriate financial institution. The average percentage of checks and cash from all participating department deposits are 20% checks and 80% cash.

If a deposit is lost, Gwinnett County will offer limited assistance to the service provider in reconstructing the deposits.

If necessary, written verification of deposit pickups and deliveries should be provided to Gwinnett County upon request at no additional cost.

Change Funds requested by departments from financial institutions should be delivered in accordance with that location’s pickup schedule. The following departments receive change fund orders on a regular basis: all Motor Vehicle Tag Branches, Gwinnett County Property Tax Division, Gwinnett County Police, Juvenile Court, Parks & Recreation (various locations), Recorder’s Court, Planning & Development-License & Revenue, and Probate Court. Other locations may wish to use change fund service on an as needed basis.

## G. Contract Administration

The Department of Financial Services Treasury Division will administer this contract and manage the implementation and/or transition of service provider between each Department and the armored courier. The Department of Financial Services Treasury Division reserves the right to add and delete pick-up locations, change the day and/or times of service, change the designated financial institution, add similar services, and delete services as needed during the term of the contract with written notification to the service provider. Prices for services to be added to the contract will be mutually agreed to by the County and the service provider.

## SECTION II: SCOPE OF PROPOSAL

### A. Services Included

The following services are specifically included in the scope of this request for proposal:

1. Deposit pickup from departments and delivered to appropriate financial institution.
2. Change Fund delivery from the appropriate financial institution to departments.
3. Services/products designed to improve deposit efficiency, such as a smart safe solution with real time cash status, provisional credits, etc.

### B. Scope Overview

The Scope of Work is a general guide and is not a complete list of all work necessary to complete the project. **The Service Provider should satisfy the following minimum requirements:**

1. Service provider must pick up all deposits and deliver to appropriate financial institution no later than next business day. Each deposit bag will be marked with the designated pickup location, financial institution, and total. Service provider will not be required to wait for the bank to reconcile the funds in the bag with the deposit slip.
2. Service provider must allow at least ten minutes for each scheduled pick-up at each designated location before additional charges may be assessed.
3. Service provider must carry and present an identification card for verification purposes.
4. Service provider personnel shall be armed, uniformed, licensed, bonded, trained, and experienced to perform armored car service duties as required.
5. All bank deposits must be insured in full in the event of theft or loss.
6. Service provider will supply deposit transmittal logbooks as needed.
7. Service provider must provide a way to submit invoice disputes, report missed pickups or request as-needed service electronically at no additional cost to the County.
8. Service provider must provide customizable daily, online reporting for pickup or delivery activity to include dates and dollar amounts at no additional cost to the County.
9. Service provider must provide training for online reporting as needed.
10. Service provider must assign a dedicated relationship manager with experience handling government accounts.
11. Service provide must conduct annual relationship reviews to determine ways to streamline deposit processes.
12. Service provider must assign a dedicated account representative and dispatch representative for routine questions/concerns.
13. Service provider must provide a toll-free customer service number to track and resolve problems reported by departments. Customer service should be provided at no additional charge.
14. Service provider must respond within 2 business days to all County inquiries regarding invoicing concerns, missed pickups, or missing deposits.

15. Service provider must provide detailed monthly invoices for service. All charges and credits need to be broken down specific to each location with each charge or credit per location being a separate line item.
16. Service provider should provide same day notification to Gwinnett end users alerting of delays or operational problems which impact all areas of pickup, delivery, or reporting at no additional charge.
17. Service provider must maintain daily route logs for pick-ups at each designated County location and delivery of deposits to the designated financial institution for security and audit purposes.
18. All transport vehicles shall be properly armored and equipped, according to industry standards, for the service to be performed.
19. All rates shall be quoted and remain firm for the initial contract term.

### **C. Other Accounts**

The locations described herein constitute the pickups/deliveries required and requested at the time of release of this proposal. Information provided in this Request for Proposal will be used by the new service provider to establish and implement service for various departments.

### **D. Other Services**

The Department of Financial Services Treasury Division will approve additional services and associated charges not specifically requested or outlined in this document.

The awarded service provider will assist in transitioning current armored courier service on a pre-determined schedule as set by the Treasury Division.

## **SECTION III: PROPOSAL EVALUATION PROCESS AND SELECTION CRITERIA**

The evaluation process is structured to secure a compatible, highly skilled, and experienced service provider that would be most effective in delivering quality services.

The primary objective of the evaluation process is to select a service provider that:

- Demonstrates a thorough understanding of the Gwinnett County structure and needs;
- Clearly demonstrates knowledge and experience providing the services outlined in this request for proposal;
- Employs highly skilled and experienced personnel capable of handling extenuating requests that may result during the contract period;
- Demonstrates exceptional value for the cost of services proposed; and
- Demonstrates the best implementation & transition plan.

## **SECTION IV: PROPOSAL FORMAT**

**SERVICE PROVIDER QUALIFICATIONS (0 - 30 points):** Evaluation of management team; demonstrated ability, capacity, and skill to accomplish requested services, tasks and support, and financial stability of the service provider.

1. Introductions
  - a. Name of Service Provider
  - b. Relationship management team organizational chart
    - i. Biographical information
    - ii. Contact information
    - iii. Roles and responsibilities
  - c. Contact information for customer service manager

- d. Contact information for dispatch manager

## 2. Company Overview

- a. Detail your company's experience, including the number of years you have been providing the types of products/service under consideration. What is your experience with government clients? Why should you be selected?
- b. What was your employee turnover rate in metro-Atlanta in 2018, 2019 and 2020?
- c. Has your company ever filed for bankruptcy? If yes, what is the status of the bankruptcy filing?
- d. What city is your dispatch center and customer service center located in?
- e. What city is your main vault located in?

3. Please explain if your company will provide all services for Gwinnett County or if there will be third parties involved. Include copies of third-party processing agreements.

## 4. Customer Service

- a. Discuss the customer service function. How do you resolve customer inquiries or service requests? Include performance measurements for tracking service calls and resolving problems.
- b. What are the customer service hours of operation and standard turnaround times? Is this customer service function outsourced or performed in-house?
- c. Will Gwinnett County be assigned one main customer service representative that is familiar with our account instead of going through a call center? Include an escalation contact list outlining detailed positions and responsibilities.
- d. Please state your policy regarding both pickups and deliveries. How do you notify your customer of a problem with either the truck or driver? If pickup service is missed, do you guarantee next business day service, or does that have to be requested?

## 5. Account Management

- a. Does your company provide notification when service for the day will not be completed as contracted?
- b. How quickly can you adjust to changes in pickup schedule or requests for as-needed pickups or deliveries? What is the process for requesting as-needed service?
- c. Do you have any special procedures customer should follow in preparing cash and check deposits for armored pickup by your company?
- d. Are your employees assigned to crews on a permanent basis or do they rotate pickup routes regularly?
- e. Explain the process for adding new locations and cancelling existing locations. What criteria is used to determine pricing for new locations?

6. Discuss the procedure of the armored car pickup (messenger and truck) from its arrival on our premises to departure. Are there any special security procedures our staff should implement or time restrictions we should be aware of?
7. Deposit Reconstruction
  - a. What is your company policy and procedure for conducting deposit reconstructions?
  - b. Has your company been involved in a deposit reconstruction in the metro-Atlanta area any time during the last three (3) years? If yes, how long did the reconstruction take and how successful was it? To what was the deposit loss attributable?
8. Please explain your procedures and requirements for ordering and delivering coins and bills for change fund replenishment.
9. Include a summary of any problems you anticipate in meeting our requirements. Note: Exceptions taken will be considered in terms of responsiveness when making award.

**UNDERSTANDING AND APPROACH (0 - 30 points):** Demonstrated understanding of proposal requirements; proposed methodology; clarity and completeness in answers. Demonstrates exceptional value for the services provided and provides an implementation and transition plan that works seamlessly and smoothly with current systems.

1. Describe the conversion plan for Gwinnett County to ensure a smooth and successful transition should you be selected.
2. After reviewing our routes and endpoints listed in the Proposal Fee Schedule, please provide a pickup schedule and detailed approach which includes any cost savings opportunities that may be had by combining routes/locations and/or equipment/software we may consider. Do not list any cost in this section. Cost can only be included in the cost proposal, submitted in a separate sealed envelope.
3. Describe the billing process. How are invoices received? How do you handle invoicing for multiple locations? Describe how billing issues are resolved.
4. How can the County ensure delivery to our Financial Institutions are being completed by the next day cut-off time requirements?
5. Describe your COVID Policy and/or procedures as they relate to pickups, service delays, and notifications in the event of an employee testing positive.

**TECHNICAL MERIT (0-10 points):** Training; system reliability; information reporting; testing; implementation.

1. What reporting or online services do you offer and what is able to be accomplished or reported on?
2. Describe any hardware, software, or other advanced technology solutions available that may be beneficial to us to streamline cash pickup operations.
3. What distinguishes the technology your company offers from others in the industry?

**REFERENCES (0-10 points):** Demonstrated experience and expertise of service to public sectors similar in size, scope and nature.

1. Gwinnett County requires that a minimum of three (3) references be submitted for work performed similar in both size and scope as that of Gwinnett County. Public sector clients are preferred. If public sector clients are not serviced, corporate clients that are similar in size and scope of service may be utilized. These references should include:
  - Entity Name
  - Entity Size
  - Contact Information (phone, E-mail). Please make sure this is correct.
  - List size of relationship (total sales and total volume)
  - Number of pick-up points in relationship
  - Length of time relationship has been managed
  - Name of relationship manager assigned.

**PROPOSAL FEES AND PROJECT IMPLEMENTATION COST SCHEDULES (0-20 points)**

Cost is to be submitted in a separate sealed envelope.

**OPTIONAL INTERVIEW (0-10 points)**

**SECTION V: POINTS & SELECTION CRITERIA**

<b>Part I</b>	<b>Points</b>
I. Service Provider Qualifications	30
II. Understanding and Approach	30
III. Technical Merit	10
IV. References	10
<b>Sub-Total Points</b>	<b>80</b>
<b>Part II</b>	
Proposal Fees and Project Implementation Cost Schedules	20
<b>Total Points</b>	<b>100</b>
<b>Part III</b>	
Optional Interview	10
<b>Total Points</b>	<b>110</b>

**Basis of Short-Listing / Selection**

Phase I – Initially, proposals will be evaluated based on their relative responsiveness to the criteria described above and will be scored based on the point values as shown. Please note that references, and subsequent reference checks, are a required component of Phase I scoring.

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

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

If interviews are necessary for details on the scoring criteria for interviews will be provided along with notification of the scheduled interview.

All presentations/interviews will be the sole responsibility of the proposing service providers and at no



cost to Gwinnett.

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

***Exceptions to the requirements of this proposal must be clearly stated in the proposal/response. Note: The County will consider any exceptions in its scoring and evaluation process and respondents are strongly encouraged to address and comply with the requirements included herein. Taking exceptions to the provisions and requirements of this RFP, as well as failure to address the items of this RFP may result in a response receiving a substantially lower score.***

#### **SECTION IV: PROPOSAL SUBMITTAL REQUIREMENTS**

Proposals sent via facsimile or e-mail will not be considered. Using 2021 location data and average monthly pickup volume provided in the Proposal Fee Schedule, calculate total monthly fees for next business day delivery to the appropriate financial institution. Include any ancillary monthly fees required for normal maintenance of account.

#### **Proposal Fee and Project Implementation Cost Schedules:**

Submit the proposal fee and project implementation cost schedules in a **separate sealed envelope** with your company's name, the proposal number, and "cost proposal" marked on the outside. In the Proposal Fee Schedule, describe the overall pricing structure. List and define fees for pickup for each location, as-needed service, settlement, network, communications, chargeback, equipment leasing fees and any other possible fees. In the Project Implementation Cost schedule include any one-time or set up charges involved in implementing your solution including the cost of acquiring any new equipment (Note: include cost of leasing equipment in the Proposal Fee Schedule)

#### **Flash Drive:**

Provide one (1) flash drive with the entire technical proposal. Please label the flash drive with the service provider's name and the proposal number.

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

**Provider Information**

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

<b>Addendum No.</b>	<b>Date</b>	<b>Addendum No.</b>	<b>Date</b>
_____	_____	_____	_____
_____	_____	_____	_____

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein. Offers and agrees, if this Proposal 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.

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

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

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

**Address** \_\_\_\_\_

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

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

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

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

**Email address** \_\_\_\_\_

**PROPOSAL FEE SCHEDULE**  
**SUBMIT SEPARATELY IN A SEALED ENVELOPE**

Item #	Department	Location Address	Current Pickup Schedule/Time Frame	Average Monthly Deposit Amount	Required to Lock Gun Up?	Deliver To	Monthly Price
1.	Tax Commissioner - Mall of GA Tag Office	2735 Mall of Georgia Blvd Buford, GA 30519	M - F 9:00am - 6:00pm	\$70,000 cash	No	Wells Fargo Cash Vault	\$
2.	Tax Commissioner - Norcross Tag Office	5030 Georgia Belle Ct Norcross, GA 30093	M - F 9:00am - 6:00pm	\$171,000 cash	No	Wells Fargo Cash Vault	\$
3.	Tax Commissioner - Peachtree Corners Tag Office	6135 Peachtree Pkwy Peachtree Corners, GA 30092	M - F 9:00am - 6:00pm	\$60,000 cash	No	Wells Fargo Cash Vault	\$
4.	Tax Commissioner - Snellville Tag Office	2845 Lenora Church Rd Snellville, GA 30078	M - F 9:00am - 6:00pm	\$115,000 cash	No	Wells Fargo Cash Vault	\$
5.	Tax Commissioner - Property Tax	75 Langley Dr Lawrenceville, GA 30046	M - F 9:00am - 4:00pm	\$180,000 cash	Yes	Wells Fargo Cash Vault	\$
6.	Tax Commissioner - Lawrenceville Tag Office	750 S Perry St Lawrenceville, GA 30046	M - F 9:00am - 6:00pm	\$125,000 cash	No	Wells Fargo Cash Vault	\$
7.	Courts - Clerk of Courts	75 Langley Dr Lawrenceville, GA 30046	M - F 9:00am - 4:00pm	\$1,100,000 cash/check	Yes	Renasant Bank	\$
8.	Courts - Juvenile Court	115 Stone Mountain St Lawrenceville, GA 30046	Thur. 1:00pm - 5:00pm	\$10,500 cash	Yes	Wells Fargo Cash Vault	\$
9.	Courts - Probate Court	75 Langley Dr Lawrenceville, GA 30046	M - F 8:00am - 4:30pm	\$160,000 cash/check	Yes	Renasant Bank	\$
10.	Courts - Recorder's Court	115 Stone Mountain St Lawrenceville, GA 30046	Thur. 8:00am - 5:00pm	\$345,000 cash/check	Yes	Wells Fargo Cash Vault	\$
11.	Courts - Magistrate Court	2900 University Pkwy Lawrenceville, GA 30043	M / W / F 9:00am - 4:00pm	\$900 cash/check	Yes	Renasant Bank	\$
12.	Dept. of Corrections	750 High Hope Rd Lawrenceville, GA 30043	Thur. 7:00am - 4:00pm	\$190,000 cash/check	Yes	Wells Fargo Cash Vault	\$
13.	EMS	408 Hurricane Shoals Rd Lawrenceville, GA 30046	Thur 8:00am - 5:00pm	\$31,000 cash/check	No	Wells Fargo Cash Vault	\$
14.	Dept. of Financial Services	75 Langley Dr Lawrenceville, GA 30046	Wed. 9:00am - 4:00pm	\$4,000 cash	Yes	Wells Fargo Cash Vault	\$
15.	Police - Permits	446 W Crogan St Ste 200 Lawrenceville, GA 30046	T / Th 8:00am - 4:30pm	\$13,000 cash/check	No	Wells Fargo Cash Vault	\$
16.	Police - Headquarters	770 Hi Hope Rd Lawrenceville, GA 30043	T / Th 9:00am - 4:00pm	\$220,000 cash/check	No	Wells Fargo Cash Vault	\$
17.	Dept. of Water Resources	684 Winder Hwy Lawrenceville, GA 30045	M - F 8:00am - 5:00pm	\$4,050,000 cash/check	No	Wells Fargo Cash Vault	\$

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

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Item #	Department	Location Address	Current Pickup Schedule/Time Frame	Average Monthly Deposit Amount	Required to Lock Gun Up?	Deliver To	Monthly Price
18.	Dept. of Planning & Development	446 W Crogan St Ste 300 Lawrenceville, GA 30046	Tues. 8:00am – 4:30pm	\$12,000 cash	No	Wells Fargo Cash Vault	\$
19.	Dept. of Support Services - Fleet	620 Swanson Dr Lawrenceville, GA 30043	Fri. 9:00am – 4:00pm	\$40,000 cash/check	No	Wells Fargo Cash Vault	\$
20.	Dept. of Community Services – Environmental & Heritage Center	2020 Clean Water Dr Buford, GA 30519	M / W / F 9:00am – 4:00pm	\$300 cash/check	No	Wells Fargo Cash Vault	\$
21.	Dept of Community Services – Hudlow Tennis Center/Best Friend Gym	2051 Old Rockbridge Rd Norcross, GA 30071	M / W / F 9:00am – 9:00pm	\$14,500 cash/check	No	Wells Fargo Cash Vault	\$
22.	Dept. of Community Services – Bogan Aquatic Center	2723 N Bogan Rd Buford, GA 30519	M / W / F 9:00am – 5:00pm	\$10,000 cash/check	No	Wells Fargo Cash Vault	\$
23.	Dept. of Community Services – Collins Hill Aquatic Center	2000 Collins Hill Rd Lawrenceville, GA 30044	M / W / F 9:00am – 5:00pm	\$500 cash/check	No	Wells Fargo Cash Vault	\$
24.	Dept. of Community Services – Historic Courthouse	185 Crogan St Lawrenceville, GA 30046	M / W / F 8:00am – 5:00pm	\$800 cash/check	No	Wells Fargo Cash Vault	\$
25.	Dept. of Community Services – Lenora Park	4515 Lenora Church Rd Snellville, GA 30039	M / W / F 1:00pm – 9:00pm	\$5,500 cash/check	No	Wells Fargo Cash Vault	\$
26.	Dept. of Community Services – Mountain Park & Aquatic Center	1063 Rockbridge Rd Stone Mountain, GA 30087	M / W / F 10:00am – 6:00pm	\$3,000 cash/check	No	Wells Fargo Cash Vault	\$
27.	Dept. of Community Services – Pinckneyville Community Center	4650 Peachtree Ind Blvd Berkeley Lake, GA 30096	M / W / F 10:00am – 4:00pm	\$800 cash/check	No	Wells Fargo Cash Vault	\$
28.	Dept. of Community Services – Rhodes Jordan Park	100 E Crogan St Lawrenceville, GA 30046	M / W / F 10:00am – 6:00pm	\$9,000 cash/check	No	Wells Fargo Cash Vault	\$
29.	Dept. of Community Services – George Pierce Park	55 Buford Hwy Suwanee, GA 30024	M / W / F 8:30am – 5:00pm	\$2,500 cash/check	No	Wells Fargo Cash Vault	\$
30.	Dept. of Community Services – Lucky Shoals Community Center	4651 Britt Rd Norcross, GA 30093	M / W / F 9:00am – 6:00pm	\$3,500 cash/check	No	Wells Fargo Cash Vault	\$
31.	Dept. of Community Services – Bethesda Aquatic Center	225 Bethesda Church Rd Lawrenceville, GA 30044	M / W / F 9:00am – 5:00pm	\$5,500 cash/check	No	Wells Fargo Cash Vault	\$
32.	Dept. of Community Services – West Gwinnett Aquatic Center	4488 Peachtree Ind Blvd Norcross, GA 30071	M / W / F 8:00am – 6:00pm	\$5,000 cash/check	No	Wells Fargo Cash Vault	\$
33.	Dept. of Community Services – Shorty Howell Park	2750 Pleasant Hill Rd Duluth, GA 30096	M / W / F 10:00am – 4:00pm	\$250 cash/check	No	Wells Fargo Cash Vault	\$
34.	Dept. of Community Services – Centerville Community Center	3025 Bethany Church Rd Snellville, GA 30039	Wed. 9:00am – 4:00pm	\$500 cash/check	No	Wells Fargo Cash Vault	\$

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

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Item #	Department	Location Address	Current Pickup Schedule/Time Frame	Average Monthly Deposit Amount	Required to Lock Gun Up?	Deliver To	Monthly Price
35.	Dept. of Community Services – Norcross Human Services Center	5030 Georgia Belle Ct Norcross, GA 30093	Wed. 9:00am – 4:00pm	\$500 cash/check	No	Wells Fargo Cash Vault	\$
36.	Dept. of Community Services – Gwinnett Senior Services Center	567 Swanson Dr Lawrenceville, GA 30043	Wed. 9:00am – 3:00pm	\$4,000 cash/check	No	Wells Fargo Cash Vault	\$
37.	Dept. of Community Services – Buford Senior Center	2755 Sawnee Ave Buford, GA 30518	Wed. 9:00am – 4:00pm	\$1,000 cash/check	No	Wells Fargo Cash Vault	\$
38.	Dept. of Community Services – Lilburn Activity Building	788 Hillcrest Rd Lilburn, GA 30047	Thur. 12:00pm – 4:00pm	\$800 cash/check	No	Wells Fargo Cash Vault	\$
39.	Dept. of Community Services – Animal Welfare	884 Winder Hwy Lawrenceville, GA 30046	Tues. 9:00am – 4:00pm	\$3,000 cash/check	No	Wells Fargo Cash Vault	\$
<b>Total</b>							<b>\$</b>

**Miscellaneous Pricing**

Item #	Description	Price
1.	Excess Time Fee	\$
2.	As-Needed Pickup	\$
3.	Additional Deposit Logbooks	\$
4.	Other (please specify)	\$
5.	Other (please specify)	\$
6.	Other (please specify)	\$
7.	Other (please specify)	\$

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

**PROPOSAL FEE SCHEDULE**  
**SUBMIT SEPARATELY IN A SEALED ENVELOPE**

Gwinnett County requires pricing to remain firm for the initial term of the Contract. Failure to hold firm pricing for the initial term of the Contract may be sufficient cause for Gwinnett County to declare Proposal non-responsive. Contract to begin January 1, 2022 or upon award by the Board of Commissioners.

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

<b>Renewal Option 1:</b>	_____ % Increase	_____ % Decrease	<b>Explanation</b> _____
<b>Renewal Option 2:</b>	_____ % Increase	_____ % Decrease	<b>Explanation</b> _____
<b>Renewal Option 3:</b>	_____ % Increase	_____ % Decrease	<b>Explanation</b> _____
<b>Renewal Option 4:</b>	_____ % Increase	_____ % Decrease	<b>Explanation</b> _____

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

**Termination for Convenience:** The County may terminate this agreement for its convenience at any time upon 30 days' written notice to the service provider. In the event of the County's termination of this agreement for convenience, the service provider 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 service provider, which shallitemize each element of performance.

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal 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 or services upon which prices are quoted, at a 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

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

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

**References**

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

1. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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

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.

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

**"SAMPLE"**  
**Annual Service Provider Contract**  
**RP035-21**

**Provision of Armored Courier Services on an Annual Contract with Four (4) Options to Renew**

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 January 1, 2022, for a one year period with four (4) options to renew for an additional one year period.

**2. ATTACHMENTS:**

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

**3. PERFORMANCE:**

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

**4. PRICE:**

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

**5. INDEMNIFICATION AND HOLD HARMLESS:**

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

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

**6. TERMINATION FOR CAUSE:**

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

**7. TERMINATION FOR CONVENIENCE:**

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

**8. CONTRACT NOT TO DISCRIMINATE:**

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

**9. ASSIGNMENT:**

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

**10. WAIVER:**

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

**11. SEVERABILITY:**

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

**12. GOVERNING LAW:**

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

**13. MERGER CLAUSE:**

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

(Signatures Next Page)

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

GWINNETT COUNTY, GEORGIA

By: \_\_\_\_\_

Nicole L. Hendrickson, Chairwoman  
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)





**RP035-21 Provision of Armored Courier Services on an Annual Contract**

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

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

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

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

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

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

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

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

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

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

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

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

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

\* 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).



## RP035-21 Provision of Armored Courier Services on an Annual Contract

### CODE OF ETHICS AFFIDAVIT

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

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

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

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

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

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

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

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

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

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com)

## INSURANCE REQUIREMENTS

### The Successful Service Provider Will Be Required to Submit a Certificate of Insurance per the Following Requirements:

1. Statutory Workers' Compensation Insurance  
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
  - \$1,000,000 limit of liability per occurrence for bodily injury and property damage
3. Auto Liability Insurance
  - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage.
  - b. Comprehensive form covering all owned, non-owned and hired vehicles.
4. Armored Car "All-Risk" Transit and Storage Policy including \$10,000,000 employee dishonesty and broad form, on and off premises, money and securities; Gwinnett County as loss payee
5. Umbrella Liability Insurance
  - \$1,000,000 limit of liability
6. 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.
7. The cancellation provision should provide thirty (30) days notice of cancellation.
8. Certificate Holder should read as follows:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
9. Insurance company must have an a.m. Best Rating of A-5 or higher.
10. Insurance company must be licensed to do business by the Georgia Secretary of State.
11. Insurance company must be authorized to do business in Georgia by the Georgia Insurance Department.
12. Carrier must insure against loss/theft/etc. of cash and agree to pay costs of reconstructing checks lost/stolen.

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

**Buyer Initials: DG**

## **RP035-21**

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

Do not offer this product or service; remove us from your bidder's list for this item only.

Specifications too "tight"; geared toward one brand or manufacturer only.

Specifications are unclear.

Unable to meet specifications

Unable to meet bond requirements

Unable to meet insurance requirements

Our schedule would not permit us to perform.

Insufficient time to respond.

Other

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

**AUTHORIZED REPRESENTATIVE** \_\_\_\_\_

**SIGNATURE**

**GWINNETT COUNTY**  
**DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION**  
**GENERAL INSTRUCTIONS FOR 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 the 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 a 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 (61<sup>st</sup>) 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, ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

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

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the 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).**

**XXXI. 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)**.

**XXXII. 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.

**XXXIII. 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](http://www.gwinnettcounty.com)

**XXXIV. 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.

**XXXV. ELECTRONIC PAYMENT**

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

A. A vendor may select ePayables payment process, which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an

email to: [vendorelectronicpayment@gwinnettcountry.com](mailto:vendorelectronicpayment@gwinnettcountry.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.

- B. A vendor may select Direct Deposit payment process, and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's website 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 the 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.