



July 27, 2022

**REQUEST FOR PROPOSAL  
RP032-22**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified firms for the **Provide Workers' Compensation Claims Administration Services on an Annual Contract with Four (4) Options to Renew** for the Department of Human Resources.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on August 23, 2022** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

A WebEx pre-proposal conference is scheduled for **10:00 A.M. on August 9, 2022**. To access, dial 408-418-9388, enter access code 23456278265##. All firms are urged to attend. Questions regarding proposals should be directed to Dana Garland at [dana.garland@gwinnettcounty.com](mailto:dana.garland@gwinnettcounty.com) or by calling 770-822-8723, no later than **3:00 P.M. on June 14, 2022**. Proposals are legal and binding upon the proposer when submitted. One unbound single sided original, four (4) exact copies and one (1) electronic copy on a flash drive should be submitted.

Successful firm 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 award on the County website, [www.gwinnettcounty.com](http://www.gwinnettcounty.com) and firms submitting a proposal will be notified via email.

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

Dana Garland, CPPB, FOII, NIGP-CPP  
Purchasing Associate III

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

**Cost Schedule (Return in a separate envelope)**  
**Third Party Administrator Information Form, Pages 5-6**  
**Firm Information, Page 15**  
**References, Page 16**  
**Contractor Affidavit and Agreement, Page 17**  
**Code of Ethics Affidavit, Page 18**

## I. Background and Introduction

- A. Gwinnett County Board of Commissioners became self-insured for Workers' Compensation & Employer's Liability on January 1, 2008. On January 1, 2008, the County contracted with Alternative Service Concepts, LLC dba Davies Claim Solutions (Davies) to be our on-site Third-Party Administrator (TPA) to provide services for our Workers' Compensation & Employer's Liability Claims Program. In 2012, the County increased the retention to \$1,000,000 for Workers' Compensation & Employer's Liability. This Self-Insured Retention (SIR) of \$1,000,000 has continued through 2022. The County Workers' Compensation insurance carrier is Safety National Insurance Company. The County has contracted with Safety National since 2014 and Midwest Employers was the prior carrier. The County requires an adjuster positioned in the County's Human Resources Department on a full-time basis. The TPA must have its own independent claims administration system in order to handle claims, process claims, pay claims and provide loss-runs and other analytical reports. The TPA must make all claim payments. The County will reimburse the TPA for these payments on a twice monthly basis. Should the County make a TPA change, the new TPA will assume and manage any existing open claims. The County requires all tasks related to the request for proposal to be performed within the United State of America. The successful firm must have a "full- service" office in the State of Georgia. The County requires the on-site claims examiner to provide ongoing training to management.

The County has approximately 5,000 full-time employees and approximately 1,000 part-time employees. The County is comprised of the following departments and offices:

- Child Advocacy & Juvenile Services
- Clerk of Court
- Clerk of Recorders Court
- Communications
- Community Services
- Correctional Services
- County Administration
- Court Administration
- District Attorney
- Financial Services
- Fire Services
- Human Resources
- Information Technology Services
- Juvenile Court
- Law Department
- Planning & Development
- Police Services
- Probate Court Judges
- Recorders Court Judges
- Sheriff
- Solicitor
- Support Services
- Tax Commissioner
- Transportation
- Water Resources

The County’s claims administration system utilizes Riskonnect ClearSight, LLC. Davies also uses the Riskonnect ClearSight, LLC Information System. Each month the County receives a claims download from Davies. In addition, the County has on-line access to Davies claims administration system.

Of importance, the County pays an employee his/her full salary for up to 360 days versus State Indemnity Rates. Accordingly, the County has a very good alternative work program for its employees. A physician rarely approves an employee to be out of work.

Currently, claims can be submitted to Davies either by e-mail, fax, or mail. The County has averaged 456 claims per year since 2016.

**2021 Workers’ Compensation Payroll**

<b>Code</b>	<b>Classification</b>	<b>2021 Audited Payroll</b>
8831	Animal Control	\$1,842,284
8820	Attorney	\$10,350,081
8380	Auto Shop - Parts - Drivers	\$2,403,048
9015	Building Maintenance	\$5,057,824
9410	County Employees	\$38,583,328
8810	Clerical	\$92,248,030
7710	Fightfighters - Drivers	\$60,972,101
7425	Pilots	\$181,785
7720	Police/Law Enforcement Drivers	\$106,496,992
9102	Parks & Recreation	\$12,819,572
5506	Roads - Construction	\$4,408,638
8742	Sales	\$285,471
8868	School Professionals	\$393,784
7580	Sewer Workers	\$10,846,136
7520	Water Works - Drivers	\$7,482,063
		<b>\$354,371,137</b>

The County has in place an Excess Workers' Compensation and Employer's Liability insurance policy providing Statutory Limits of liability for Workers' Compensation claims and a \$1,000,000 Limit of Liability for Employer's Liability claims. The self-insured retention is \$1,000,000. The following is a recap of the historical Workers' Compensation claims for the County.

Fiscal Year	Number Lost-Time Claims	Number Medical Only Claims	Record Only	Total # Claims	Total Incurred	Total Paid	Total Recoveries	Total Reserves	Valued as of
2016	91	280	100	471	\$2,459,562	\$2,394,095	\$27,469	\$65,467	12/31/2021
2017	68	284	74	426	\$2,910,272	\$2,839,905	\$1,606,473	\$70,368	12/31/2021
2018	89	307	95	491	\$2,884,862	\$2,685,544	\$26,534	\$199,318	12/31/2021
2019	78	303	123	504	\$2,568,006	\$2,205,331	\$4,350	\$362,675	12/31/2021
2020	66	272	137	475	\$1,787,779	\$1,211,660	\$16,542	\$576,119	12/31/2021
2021	68	206	95	369	\$3,381,483	\$880,826	\$-	\$2,500,657	12/31/2021

The County's Safety Policy and Procedure manual is attached.

**\*The County's policy year for Workers' Compensation is January 1<sup>st</sup> to December 31<sup>st</sup> of each year.**

**II. Proposal Submission Format**

Responses should follow the form of this request for proposal, responding to each section per the following outline:

- A. Cover Letter and Introduction of Responding Firm
- B. Third Party Administrator Information Form
- C. Responses to each of the below Evaluation Criteria
  - a. Responsiveness to the Request for Proposal
  - b. Vendor qualifications/Ability to deliver services
  - c. Proposed methodology
  - d. Cost

**III. Third Party Administrator Information Form**

Section I - General Information

- 1. Legal Name of Organization: \_\_\_\_\_  
 D/B/A Name (If different than above): \_\_\_\_\_  
 Principal Location: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_ County: \_\_\_\_\_ Tel. #: \_\_\_\_\_ Fax#: \_\_\_\_\_

Please list all other office locations on an additional sheet.

Account Executive: \_\_\_\_\_ Tel. #: \_\_\_\_\_ Fax#: \_\_\_\_\_  
Email: \_\_\_\_\_ Mobile#: \_\_\_\_\_

- 2. Please indicate how your Organization is organized (Corporation, Partnership, LLC, etc.):  
 \_\_\_\_\_  
 What is your state of organization? \_\_\_\_\_  
 How long has your Organization been in business? \_\_\_\_\_
- 3. Federal Tax ID Number: \_\_\_\_\_

Section II - Administrative Information

- 4. Describe any reports your organization generates on a monthly, quarterly, annual, and ad hoc basis (please provide an example of each).  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Will your organization provide on-line computer access (via modem / internet) to Gwinnett County for the purposes of case file review, report generation, and claim payment issues, etc.? **YES / NO**

6. Do you understand that Gwinnett County (or an authorized agent) reserves the right to audit your organization's administrative processes including, but not limited to, the following items? **YES / NO**  
 Data Processing  
 Claims Processing  
 Internal Control Functions  
 Managed Care / Utilization Review Procedures and Results

Section III - Implementation

- 7. Under separate cover provide a complete outline including a detailed time schedule of the implementation process specifically for Gwinnett County assuming a January 1, 2023, start-up date.
- 8. What organizational resources, including personnel, can your organization provide to Gwinnett to assist in the implementation process?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

When applicable, please provide sample copies of the materials your organization will make available for the implementation process.

Section IV - Customer Service Issues

9. Provide the location and means of contact (i.e., 800 number, e-mail address, etc.) for customer service related issues.

Location: \_\_\_\_\_

Contact Options: \_\_\_\_\_

10. What are the hours of operation for your organization's claims processing function (In Eastern Standard Time)? \_\_\_\_\_ Customer service function? \_\_\_\_\_

11. Is your organization offering the County a dedicated resources unit? **YES / NO**

If so, how is this unit structured? Provide the names of the permanent and dedicated service team members and their full resumes. If not, detail how resources will be allocated to handle the County's caseload.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. What are your organization's procedures for processing a Workers' Compensation claim (i.e., points-of- contact, client interaction, etc.)?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV. Evaluation Criteria**

A. Responsiveness to the Request for Proposals:

- Demonstrates ability to provide necessary services and has submitted the required information.

B. Vendor Qualifications/Ability to deliver services:

- Experience: Experience of the Proposer's organization, proven track record, and experience of persons selected to handle the County's account.
  - Please provide a brief description and history of your organization.
  - What percentage of your business is Workers' Compensation?
  - What percentage of your business is self-insured and how much is insured?
  - What percentage of your business is public entity and how much is private industry?
  - Does your business provide any Value-Added services?
- Transition Plan: Demonstrated comprehension of the task to assume control of the claims administrative responsibilities efficiently; and demonstrate a cohesive, organized plan to achieve the task.
- Staffing of the County's Account: Demonstrates the ability to properly staff the account with the appropriate number of quality individuals.
  - Identify the individual service team members/structure responsible for administering the County's account.

- Will you provide a single point-of-contact (i.e., an Account Executive) to act as the liaison with the County regarding contract administration, staff changes, etc.?
  - Are the assigned adjusters assigned to Workers' Compensation claims only?
  - What is the Claims Adjuster's average and maximum lost-time caseloads?
  - What is your organization's annual turnover-ratio for claims personnel?
  - Describe your organization's formal training program for claims personnel.
  - Are supervisors responsible for handling claims? If so, what are the average caseloads for supervisors?
  - What is your organization's supervisor to adjuster ratio?
  - Which office(s) will handle Gwinnett County' claims?
  - Please provide a copy of your internal claims audit procedures.
  - Will the Claims examiner be on site for Gwinnett County?
  - Should turnover occur involving the Gwinnett County Service Team, will you allow the County to have a say in team member replacement?
- Approach to service: Describe your approach and processes to Litigation, claim investigation, Communication, risk control and Information systems and reporting.

#### Litigation Management

- Describe your litigation management strategies including assignment of defense counsel.
- Describe your organization's procedures for maintaining current information in case law or changes in laws and regulations.
- Provide a sample Hearing Prep Packet used to communicate your instructions and expectations to Hearing Representatives.
- Identify the law firms, attorneys, hearing reps you propose to use on the County's account.

#### Claim Investigation

- List your internal guidelines and timeframes, if any, for initial three-point contact (injured worker, employer, medical provider) after receipt of a new injury or illness report. Would these same guidelines apply to Gwinnett County cases? What is your current success rate (%) in meeting these guidelines?
- Describe your organization's use of the index bureau and any other similar resources.
- Describe the criteria for taking recorded statements from injured workers. At what point in the claims process are recorded statements taken?
- Describe your fraud control procedures.
- Describe your claim triage process, and how you determine the required level of investigation.
- Describe the requirements of adjusters to maintain a claims diary.

- Do supervisors have the ability to access and to add to individual adjuster diaries?
- Describe your organization's employee performance management system.
- What firms do you use for private investigation and surveillance?

#### Communication

- State your organization's policy for returning phone calls, and responding to written correspondence (including e-mail), and how compliance is tracked.
- Describe claim reporting procedures and special account handling instructions.
- Assuming a general settlement authority for Workers' Compensation Claims of \$5,000 (hypothetical) – describe your organization's proposed procedures for obtaining settlement authority on settlements above this amount.
- Describe your organization's approach to pursuing subrogation when warranted. Do you require client consensus in pursuing subrogation?
- Describe your organization's procedures for reporting reserve changes of \$5,000 or more.
- Describe your organization's procedures for denial of claims or appealing an adverse outcome.
- Describe your organization's recommendations for conducting claims reviews with the client.
- Describe your organization's standard level of interaction and communication, between your claims team and the client, for self-insured accounts.
- How does your organization enact any special handling instructions, such as assignment to a specific adjuster or other instructions due to a politically sensitive nature of a claim, etc.? Are there any cost implications as a result of special handling instructions?
- How do you communicate overpayments / duplicate payments and other errors of a financial nature to the client?

#### Risk Control

- Describe your ability to identify loss trends and to recommend actions to ameliorate or eliminate those trends.
  - Describe specifically the expertise your firm has relative to safety and loss prevention services.
  - Do you offer a library of safety training materials? Is there a fee for these materials?
- On-line Access to Information: Ease of information transfer and access to file data, including examiner's comments, plan, and payment schedule.

#### Information System and Reporting

- Please provide a description of your current claims information system.
- How long has this system been in place?
- When was the last major software update to the system?
- Do you anticipate any major software updates in the coming 24 months?



- Do your clients have real- time access to the system, including adjuster notes?
- How long do you retain detailed claim information in your system?
- Describe your data back-up procedures, disaster recovery, and business continuity plans.
- Is on-line claim reporting available?
- What options exist for claim reporting?
- Describe your organization's ability to allocate losses to individual client / plan participant locations / departments / divisions.

C. Proposed methodology to be used:

- Demonstrates the ability to provide the County with a comprehensive variety of loss- runs, reports and analytics, as well as the capability of inputting the special loss-codes plus the capability of allowing the County to create certain reports from their location(s).
  - What capabilities do you have to generate ad-hoc reports?
  - Is there a charge for ad-hoc reports?
  - What information is available in your standard Risk Management Information System (RMIS)?
  - Gwinnett County desires to receive loss runs on a monthly, quarterly, and annual basis. Additionally, Gwinnett County also desires to conduct a quarterly review and "round-table" review of claims including a discussion of major reserve changes either upward, or downward. In the appendix, please provide a sample loss run and the other reports and analytical reports/exhibits described in this item.
  - The County requires the ability to create reports from their location(s). Explain in detail the report generation capabilities of your system.
  - Provide details on the training you will provide to the County on system use and capabilities.
  - Provide sample(s) of a status report and/or case summary report.
  - Provide a sample of your Annual Stewardship Report.
- Willingness to enter into a performance-based contract in which all or a portion of the fees paid will be placed at risk for failure to perform to the satisfaction of the County, all of the agreed upon service functions and deliverables.
- Willingness to enter into an agreement which guarantees a minimum level of gross- cost containment savings or be responsible for refunding the difference.

D. References:

- 3 Current clients (prefer governmental entities of similar scope and size of the County), in the following format:
  - Name of individual contact
  - Name of company/entity
  - Mailing address
  - E-mail address
  - Phone number
  - Fax number
  - Number of years doing business with the reference

E. Cost (to be submitted in separate envelope)

## Cost Containment

- Explain in detail how you will lower the County's overall annual expenses associated with Workers Compensation.
- Provide a list of medical cost containment services available to the County and the cost for each service.
- Provide details on your organization's use of and fees for Nurse Case Management and Telephonic Nurse Case Management.
- Provide details on your organization's Pharmaceutical Cost Containment Programs.
- Provide details on how your organization responds to and manages catastrophic losses.
- What Preferred Provider Organization (PPO) Network(s) do you currently use and are they readily accessible in Gwinnett County? Explain. Do you own or rent PPO networks?
- Please provide a statement as to how your organization will ensure complete transparency of fees related to cost containment efforts.
- Do you charge per line or per claim cost containment charges and to who are those fees paid? Please provide details of the specific fees related to cost containment, including retention of fees by the claims administrator.
- Please describe any cost sharing and contingent fee arrangements between your organization and any cost containment or PPO organizations whether performed by a separate company, or a wholly owned or partially owned operation of your firm.
- Describe your organization's methodology for paying medical bills, including the maximum time allowed for payment of medical bills and how your organization ensures compliance with that methodology.
- Describe in detail your organization's procedures for authorizing diagnostic testing, surgery, therapy and medical case management.
- Is there a cost for subrogation / 2nd injury recoveries? Is that cost included in your per claim fee or is it treated as an allocated expense? Please detail the cost, if any.
- Do you perform recovery services or do you outsource this function?
- Describe in detail all items that would be considered by your organization as Allocated Loss Adjustment Expenses (ALAE).
- Describe the criteria used to determine when vocational rehabilitation, an independent medical examination (IME), a mediator, private investigator or an attorney would be used.

For comparative purposes, and in consideration of your proposed fees, Proposer must include example calculations showing the amount of the discount to be applied, plus the administrative fee for the item, for typical ORTHOPAEDIC injury charges for the Current Procedural Terminology (CPT) codes shown:

A.	CPT Code 99243 OFFICE CONSULTATION 40 MIN	
	Typical charge for CPT Code 99243	\$ 240.00
	Minus recommended allowed payment	- _____
	Equal Savings	\$ _____
	Recommended allowed payment	\$ _____
	Contractor's % fee times Savings	+ _____
	Total cost (recommended payment + fee)	\$ _____
B	CPT Code 73110 X-RAY WRIST COMPLETE MINIMUM 3 VIEWS	
	Typical charge for CPT Code 73110	\$ 73.00
	Minus recommended allowed payment	- _____
	Equal Savings	\$ _____
	Recommended allowed payment	\$ _____
	Contractor's % fee times Savings	+ _____
	Total cost (recommended payment + fee)	\$ _____
C	CPT Code 97110 – THERAPY 1+ AREAS EA 15 MIN	
	Typical charge for CPT Code 97110	\$ 72.00
	Minus recommended allowed payment	- _____
	Equal Savings	\$ _____
	Recommended allowed payment	\$ _____
	Contractor's % fee times Savings	+ _____
	Total cost (recommended payment + fee)	\$ _____
D	CPT Code 97140 – MANUAL THERAPY 1+ REGIONS EA 15 MIN.	
	Typical charge for CPT Code 97140	\$ 39.00
	Minus recommended allowed payment	- _____
	Equal Savings	\$ _____
	Recommended allowed payment	\$ _____
	Contractor's % fee times Savings	+ _____
	Total cost (recommended payment + fee)	\$ _____
E	CPT Code 99213 – OFFICE OUTPATIENT EST. 15 MIN.	
	Typical charge for CPT Code	\$ 94.00
	Minus recommended allowed payment	- _____
	Equal Savings	\$ _____
	Recommended allowed payment	\$ _____
	Contractor's % fee times Savings	+ _____
	Total cost (recommended payment + fee)	\$ _____
<b>Total cost to county for the above example charges</b>		<b>\$ _____</b>

F. Interview (if requested by the County).  
Selection Procedures

Tab	Criteria	Points Allowed
<b>Phase I</b>		
A	Responsiveness to the Request for Proposals	10
B	Vendor Qualifications/Ability to deliver services	35
C	Proposed methodology to be used	25
D	References	10
<b>Sub-Total</b>		<b>80</b>
<b>Phase II</b>		
E	Cost	20
<b>Sub-Total</b>		<b>100</b>
<b>Phase III</b>		
F	Optional Interview	10
<b>Total</b>		<b>110</b>

Basis of Short-Listing/Selection

Part 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 Part I scoring.

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

Part III – At Gwinnett’s discretion, or as deemed in Gwinnett’s best interest, firms 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 firms. If interviews are necessary for selection, details on the scoring criteria for interviews will be provided along with notification of the scheduled interview. Interviews should be conducted within five (5) working days after request. All presentations/interviews will be the sole responsibility of the proposing firms and at no cost to Gwinnett.

The County will then enter contract negotiations with the highest scoring firm(s). If an agreement with the highest ranked firm(s) cannot be reached, Gwinnett County may then negotiate with the next ranked firm(s) and so on until satisfactory agreements has been reached.

This is an “On Demand” recruiting contract and will be used throughout the contract period for Gwinnett County’s executive and specialized position recruiting needs. The County reserves the right to select multiple firm(s) to do business with. The number of future positions will be wholly dependent upon the requirements of the County. Gwinnett County does not guarantee any work.

Gwinnett County reserves the right to require evidence of technical, production, managerial, financial, or other abilities prior to the award.

**V. Proposed Pricing (NOT included in the Technical portion of your response; to be submitted in a separate envelope)**

**Due to the importance of the fee schedule for the services that will be provided to Gwinnett County, any and all fees and/or reimbursements that may be paid by the County they must be identified in this section. All of the information contained in this section will be considered as your organization's full Proposal and GWINNETT COUNTY WILL NOT MAKE PAYMENTS TO YOUR ORGANIZATION IF THEY ARE NOT CLEARLY IDENTIFIED AND QUOTED. For your Proposal to be accepted by Gwinnett County, a Corporate Officer of your organization who has pricing approval authority must sign-off on the fees and/or reimbursements.**

Provide proposed pricing for all applicable Administrative, Consulting, Utilization Review and Management, Network Access, or any and all other services related to the provision of Workers' Compensation Administrative Services. As noted above, the County will not make any payments to your organization if they are not clearly identified in this section. Should your organization not offer a specific service, you must put a N/A symbol in the response line. Should your organization not delineate services out to the level noted below, you must describe in specific detail what services your fees include.

- a.1 Workers' Compensation Administrative Services (per claim)
  - 1.1. New Lost Time Claim
  - 1.2. New Medical-Only Claim

OR

- a.2 Workers' Compensation Administrative Service (flat fee)
  - 2.1. Flat, Non Auditable ALL INCLUSIVE Annual Fee

**MISCELLANEOUS FEES AND CHARGES**

- b. Hearing Representation (if not included in base administrative fee) \_\_\_\_\_
- c. Consultant Medical Exams (per exam cost) \_\_\_\_\_
- d. Medical Rehabilitation (per hour basis or per claim fee) \_\_\_\_\_
- e. Vocational Rehabilitation (per hour basis or per claim fee) \_\_\_\_\_
- f. Managed Care Program (per hour basis or per claim fee) \_\_\_\_\_
- g. Loss Control and Safety Engineering Services (Flat Fee) \_\_\_\_\_
- h. Full Installation Charges (Flat Fee) \_\_\_\_\_
- i. Private Investigation Services (hourly) \_\_\_\_\_

**Firm Name** \_\_\_\_\_

j. Miscellaneous Charges:

Affiliated PPO network Access Fees	_____
Banking Fees	_____
Customized Report Generation Fees	_____
Underwriting Charges	_____
Other Fees	_____
Value-Added Services	_____

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin January 1, 2023.

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

- If a percentage decrease will be a part of this bid, please note this in the space provided together with an explanation.

1 <sup>st</sup> renewal _____	3 <sup>rd</sup> renewal _____
2 <sup>nd</sup> renewal _____	4 <sup>th</sup> renewal _____

- If a percentage increase will be a part of this bid, please note this in the space provided together with an explanation.

1 <sup>ST</sup> Renewal _____	3 <sup>rd</sup> Renewal _____
2 <sup>ND</sup> Renewal _____	4 <sup>th</sup> Renewal _____

Certification Of Non-Collusion In Proposal Preparation \_\_\_\_\_  
Signature Date

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 upon which prices are proposed, at the price set opposite each item, delivered to the designated point(s) within the time specified in the proposal schedule.

Firm Name \_\_\_\_\_

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

**Firm Information**

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

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

**Certification Of Non-Collusion in Proposal Preparation** \_\_\_\_\_  
(Signature) (Date)

**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 \_\_\_\_\_

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

**References**

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

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed within the last five (5) years.

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

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

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

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

Contract Amount \$ \_\_\_\_\_ Start Dates \_\_\_\_\_

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

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

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

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

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

Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_

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

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

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

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

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

Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_

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

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

**Firm Name** \_\_\_\_\_





### Contractor Affidavit and Agreement

#### RP032-22 Provide Workers' Compensation Claims Administration Services on an Annual

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

**For Gwinnett County Use Only:**  
Document ID # \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

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



**Code of Ethics Affidavit**

**RP032-22 Provide Workers' Compensation Claims Administration Services on an Annual Contract**

**Page 18**

***(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)

## Professional Services Insurance Requirements

(For projects less than \$5,000,000)

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
  
2. Commercial General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Professional Liability Insurance - \$1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - ✓ Insurance company must be authorized to do business in the State of Georgia.
  - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)
  
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.
  
6. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
  
7. Certificate Holder should read:
  - Gwinnett County Board of Commissioners
  - 75 Langley Drive
  - Lawrenceville, GA 30046-6935
  
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
  
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.  
\*See above note regarding Professional Liability

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

GENERAL CONDITIONS  
TO CONSULTANT AGREEMENT  
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## 1. DEFINITIONS

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

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

## 2. CONTRACT DOCUMENTS

### 2.1 List of Documents

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

### 2.2 Conflict and Precedence

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

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

## 3. CHANGES AND EXTRA WORK

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

## 4. PERSONNEL AND EQUIPMENT

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

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

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

## 5. ACCURACY OF WORK

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

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

6. FINDINGS CONFIDENTIAL

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

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

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

7. TERMINATION OF AGREEMENT FOR CAUSE

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

8. TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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



9. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

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

10. INDEMNIFICATION

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the

extent arising out of and attributed to the negligent acts, errors or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

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

11. COVENANT AGAINST CONTINGENT FEES

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

12. INSURANCE

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

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

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

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

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

13. PROHIBITED INTERESTS

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

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

14. SUBCONTRACTING

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

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

15. ASSIGNABILITY

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

16. EQUAL EMPLOYMENT OPPORTUNITY

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

17. ANTI-KICKBACK CLAUSE

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

18. AUDITS AND INSPECTORS

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

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

19. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20. VERBAL AGREEMENT OR CONVERSATION

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

21. INDEPENDENT CONSULTANT

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

22. NOTICES

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

**"Sample" Consultant Contract**

**\*\*\*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.\*\*\***

**RP032-22**

**Provide Workers' Compensation Claims Administration Services on an Annual Contract**

This **AGREEMENT** 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 Consultant)

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

**1. TERM:**

This contract shall commence January 1, 2023, 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 contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.

**3. PERFORMANCE:**

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

**4. PRICE:**

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

**5. INDEMNIFICATION AND HOLD HARMLESS:**

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

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

**6. TERMINATION FOR CAUSE:**

The County may terminate this agreement for cause upon ten (10) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Agreement. 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 Agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the County's termination of this Agreement for convenience, the Consultant 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 Consultant, which shall itemize each element of performance.

**8. AGREEMENT NOT TO DISCRIMINATE:**

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

**9. ASSIGNMENT:**

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

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement 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 agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

**12. GOVERNING LAW:**

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

**13. MERGER CLAUSE:**

The parties agree that the terms of this agreement include the entire agreement 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 agreement.

(Signature Next Page)

**GWINNETT COUNTY, GEORGIA**

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

GWINNETT COUNTY, GEORGIA

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

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

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary

(Seal)

**“Sample” Business Associate Agreement  
RP032-22**

**Provide Workers’ Compensation Claims Administration Services on an Annual Contract**

This Business Associate Agreement (“Agreement”) dated \_\_\_\_\_, 20\_\_ (the “Effective Date”), is entered into by and between Gwinnett County, Georgia (“County”) and (“Business Associate”).

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

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

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

**1. Business Associate Obligations.**

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

**2. Use of PHI.**

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

**3. Disclosure of PHI.**

Business Associate may disclose PHI as necessary to perform its obligations under the Business Arrangement and as permitted by law, provided that Business Associate shall in such case: (a) obtain reasonable assurances from any person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity; (b) agree to immediately notify County of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Privacy Standards; and (c) ensure that all disclosures of PHI are subject to the principle of “minimum necessary use

and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed. If Business Associate discloses PHI received from County, or created or received by Business Associate on behalf of County, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. To the extent permitted by law, Business Associate shall be fully liable to County for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions. Business Associate shall report to County any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within five (5) days of the Business Associate becoming aware of such use or disclosure. Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by County in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI in violation of this Agreement.

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

If Business Associate maintains a Designated Record set on behalf of County, Business Associate shall (a) permit an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under 45 CFR § 164.524, as it may be amended from time to time, and (b) amend PHI maintained by Business Associate as requested by County. Business Associate shall respond to any request from County for access by an individual within five (5) days of such request and shall make any amendment requested by County within ten (10) days of such request. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying PHI may be charged. Business Associate shall accommodate an individual's right to have access to PHI about the individual in a Designated Record Set in accordance with the Privacy Standards set forth at 45 CFR § 164.526, as it may be amended from time to time, unless the regulation provides for a denial or an exception expressly applies. County shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify County within five (5) days of receipt of any request for access or amendment by an individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set. This section 4 of the Agreement shall become effective on April 14, 2003 or on such later date that compliance with the federal Privacy Standards is required by the regulations, subject to any earlier state law requirements.

#### **5. Accounting of Disclosures.**

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



effective on April 14, 2003 or on such later date that compliance with the Privacy Standards is required by the regulations, subject to any earlier state law requirements.

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

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

**7. Records and Audit.**

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

**8. Notice of Privacy Practices.**

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

**9. Confidentiality.**

Business Associate shall take any steps required to (i) protect PHI from unauthorized uses or disclosures and (ii) maintain the confidentiality and integrity of PHI. Prior to any permitted disclosure of PHI, Business Associate shall require the person or entity to which it intends to disclose PHI to assume all of the same duties with respect to PHI that Business Associate has under this Agreement. Business Associate shall be fully liable to County and any affected individuals for any acts, failures or omissions of Recipients as though they were its own acts, failures or omissions.

**10. Term and Termination.**

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

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

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

- (1) Business Associate shall fail to observe or perform any material covenant or agreement contained in this Agreement for ten (10) days after written notice thereof has been given to Business Associate by County; or
- (2) A violation by Business Associate of any provision of the Privacy Standards or applicable federal or state privacy law.

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

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

#### **11. Indemnification.**

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

#### **12. No warranty.**

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

#### **13. Ineligible persons.**

Business associate represents and warrants to County that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify County of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give County the right to terminate this Agreement immediately for cause.

**14. Miscellaneous.**

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

**COUNTY:**

**Gwinnett County Board of Commissioners**  
 75 Langley Drive  
 Lawrenceville, GA 30046  
 770-822-7915

**BUSINESS ASSOCIATE:**

Attention:  
 Tel. No.:  
 Fax No.:

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

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

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

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

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

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

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

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

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

**COUNTY:**

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

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE:**

By: \_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Title)

Date \_\_\_\_\_

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

## RP032-22

### Buyer Initials: DG

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 order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday, and holidays in the number).

### III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

### IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

**V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS**

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

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

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

**VI. TESTING AND INSPECTION**

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

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

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

**VIII. PATENT INDEMNITY**

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

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

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



**payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

**X. DISCOUNTS**

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

**XI. AWARD**

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

**XII. DELIVERY FAILURES**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is

late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

**XIII. COUNTY FURNISHED PROPERTY**

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

**XIV. REJECTION OF PROPOSALS**

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

**XV. CONTRACT**

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

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

event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (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 Matt Eason, 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.gwinnettcountry.com](http://www.gwinnettcountry.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**

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

- A. An Offeror may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized Offeror representative must send an email to: [Offerorelectronicpayment@gwinnettcounty.com](mailto:Offerorelectronicpayment@gwinnettcounty.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. An Offeror 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 [Offeror Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

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

**DIRECTIONS TO GWINNETT JUSTICE AND ADMINISTRATION CENTER FROM I-85**

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