



April 1, 2026

**REQUEST FOR PROPOSAL
RP017-26**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for the **Provision of Misdemeanor Probation Services for the Superior Court of Gwinnett County on an Multi-Year Contract** for the Gwinnett County Administrative Office of Courts.

Proposals should be typed or submitted in ink and returned in a sealed container marked on the outside with the Request for Proposal and Company Name. proposals will be received until **2:50 P.M. local time on April 21, 2026** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposals received after this date and time will not be accepted.

Proposals will be publicly opened and read at 3:00 P.M. The proposal opening will be virtual ONLY. To access the proposal opening virtually, visit the following link (<https://teams.microsoft.com/meet/24647973672740?p=621LMv11BuaOo096me>) or dial +1 323-676-6170,,132316781# and enter Phone conference ID: 132 316 781#. Passcode: UF7Fq6YK. A list of firms submitting proposals will be available the following business day on the website www.GwinnettCounty.com.

Questions regarding proposals should be directed to Chelsey Ward, Purchasing Associate III at Chelsey.Ward@GwinnettCounty.com or by calling 770-822-7788, no later than **2:00 P.M. local time on April 13, 2026**. Proposals are legal and binding upon the bidder when submitted. One (1) unbound single sided original (designated as the original) and four (4) bound copies of your proposal should be submitted. One (1) electronic copy of the technical proposal only should also be included. All copies of the proposal must be identical.

Successful services providers will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department, and must have an A.M. Best rating of A-10 or higher.

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

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

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

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

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

**Chelsey Ward, CPPB
Purchasing Associate III**

REQUEST FOR PROPOSAL FOR MISDEMEANOR PROBATION SERVICES**SECTION 1****BACKGROUND INFORMATION / SCOPE OF WORK****1.0 Background Information**

Under the provisions of O.C.G.A. §42-8-101(a)(1), "upon the request of the chief judge of any court within a county and with the express written consent of such judge, the governing authority of such county shall be authorized to enter into written contracts with corporations, enterprises, or agencies to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in such court and placed on probation in such county. In no case shall a private probation corporation or enterprise be charged with the responsibility for supervising a felony sentence. The final contract negotiated by the governing authority of the county with the private probation entity shall be attached to the approval by the governing authority of the county to privatize probation services as an exhibit thereto."

The Gwinnett County Board of Commissioners, upon the request of the Chief Judge of the Superior Court of Gwinnett County, is soliciting proposals from experienced misdemeanor private probation supervision service providers for the provision of misdemeanor probation supervision services to the Superior Court of Gwinnett County to include professional services enumerated below.

1.1 Scope of Work: Services to the Court

The services under this contract shall include, but not necessarily be limited to, the following:

- 1.1.1 Provide extensive misdemeanor probation supervision and management services for the Superior Court of Gwinnett County after the issuance of judicial order; conduct an initial interview with each probationer at the time of his or her sentencing and each individual to be supervised on pre-trial release or pre-trial diversion at the time of issuance of an order for pre-trial release or pre-trial diversion or as soon as is practical thereafter for purposes of explaining the scope of the Court order relative to requirements and conditions of sentence, release or diversion, general and special, as well as fines, fees, restitution and/or any other special requirements imposed by the judge.
- 1.1.2 Provide supervision and case management services for misdemeanor offenders sentenced by Judicial Order in the aforementioned Courts in Gwinnett County.
- 1.1.3 Provide appropriate drug and alcohol testing procedures including but not limited to appropriately observed urine collection for all probationers court ordered to submit to random drug and/or ETG (ethylglucuronide) testing. Drugs of abuse testing performed by the service provider must utilize scientific protocols and allow for confirmation testing to be performed by an outside laboratory if probationer disputes results. Service provider may assess a collection fee for collection of the specimen. However, this fee must be assessed to the probationer and should not be assessed if probationer has already paid for a random DRUG screen performed by the service provider.
- 1.1.4 Provide specialized compliance supervision for Accountability Court programs and cooperate with testing and treatment protocols established by the Courts, including the assignment of one or more Probation Officers who will attend staffing and Court sessions, and participate in any training that may be required to maintain the certification of such programs.
- 1.1.5 Provide access to and supervise compliance with community service programs.
- 1.1.6 Provide timely financial, offender and management reports.
- 1.1.7 Collect fines, fees and restitutions due to the County and victims.
- 1.1.8 Provide probationary intake case managers for each judge; ensure that the assigned intake case manager attends all scheduled review/violation hearings and all other criminal hearings as requested by a judge and/or his or her designee.

- 1.1.9 Provide for the monitoring of probationers and individuals on pre-trial release or subject to a pre-trial diversion program.
- 1.1.10 Provide offenders with counseling referrals and professional guidance.
- 1.1.11 Enforce all probation conditions as defined and established by the judge.
- 1.1.12 Hire and maintain qualified staff members that are acceptable and accessible to the Courts to include bilingual probation officers able to communicate with non-English speaking offenders engaged in court matters.
- 1.1.13 Provide a schedule for remittance to the courts of all fines, fees, and other costs due to the courts.
- 1.1.14 Provide dedicated staff to manage data and act as supervisory liaison between service provider and the Courts.
- 1.1.15 Provide a program for intensive probation supervision when required by judicial order.
- 1.1.16 Provide a program for pre-trial release and monitoring of defendants on misdemeanor charges when required by judicial order.
- 1.1.17 Provide a program for pre-trial diversion when required by judicial order.
- 1.1.18 Provide an alternative probation strategy for indigent offenders sentenced to probation.
- 1.1.19 Maintain a ratio of probation officers to probationers and/or individuals on pre-trial release or pretrial diversion that is beneficial to conducting the business of the Courts and in compliance with the current law.
- 1.1.20 Develop, implement and publish a system to measure outcomes and performance measures of effective misdemeanor probation supervision and management system.
- 1.1.21 Provide opportunities for alternative sanctions in lieu of incarceration for non-compliant probationers and/or offenders participating in pre-trial release and/or pre-trial diversion programs.
- 1.1.22 Establish and be bound by a fee schedule for services provided to the assigned probationers including, but not limited to, basic probation supervision services, electronic offender monitoring, substance abuse detection screens, alcohol monitoring including Breathalyzer/Intoxilyzer and/or ETG testing (or collection of such screens for testing), intensive probation supervision, pre-trial release and pre-trial diversion supervision and program-related costs, and any other services provided to assigned probationers or individuals being supervised by the service provider, but not limited to the criteria established in the Scope of Work.
- 1.1.23 Provide staff during all sessions of court to perform intake on sentenced misdemeanants
 - a. Provide a system of case supervision for defendants sentenced by the Superior Court of Gwinnett County to misdemeanor probation with no cost to the Court; and
 - b. Provide a system of case supervision for defendants who are sentenced to pay-only probation with no cost to the Court.
- 1.1.24 Provide conferencing on cases with court staff, personnel of the District Attorney's Office, and judges.
- 1.1.25 Coordinate case scheduling with court staff.
- 1.1.26 Maintain computerized records for everyone sentenced to probation. Create and maintain individual files for each offender receiving services from service provider. As part of the individual files, maintain legible records (case notes and supporting documentation) illustrating all interactions with the probationer, all major case management decisions, all punitive administrative actions and the justification for such decisions and actions. These files should be documented and maintained in compliance with current Georgia law.

- 1.1.27 Prepare and serve approved paperwork on probationers.
- 1.1.28 Prepare reports, notice of subsequent offenses, and submit to judges.
- 1.1.29 Prepare warrants and/or tolling orders when appropriate.
- 1.1.30 File revocation petitions and orders and coordinate scheduling for hearings.
- 1.1.31 Provide testimony at revocation hearings; and appear and participate in walk-in hearings, status hearings, and any others required by the Courts.
- 1.1.32 Collect restitution, fines, court costs and fees, program fees, and probation fees from probationers as ordered by the Court.
- 1.1.33 Tender to the Clerk of Court a report of collections and all amounts collected for fines, fees, and costs. Crime Victim Emergency Fund (CVEF) fees shall be paid directly to the Criminal Justice Coordinating Council and restitution shall be paid directly to the victim unless otherwise directed by the Court in the same time.
- 1.1.34 Establish and maintain computerized, integrated case record management and case financial management systems.
- 1.1.35 Maintain an office in the City of Lawrenceville for meeting with probationers, and for the provision of services to probationers, that is within reasonable proximity of the Gwinnett Justice and Administration Center and also reasonably accessible to public transportation.
- 1.1.36 Employ professional probation officers who meet or exceed the education, training and experience levels required by O.C.G.A. § 42-8-107, and with the following minimum requirements:
 - a. Shall be at least 21 years of age at the time of appointment to the position of private probation officer.
 - b. Shall have completed a standard two-year college course. A four-year degree or four years of law enforcement experience is preferred.
 - c. Shall have no felony convictions.
- 1.1.37 Employ a professional staff with a minimum of:
 - a. A High School diploma or GED.
 - b. No felony convictions.
- 1.1.38 Maintain accurate records for work completed using forms and formats approved by the court and reporting techniques that will assist in determining accountability for services. The court reserves the right to change reporting requirements/formats from time to time and to increase or diminish the amount of any other class of work as may be deemed necessary by actual demand of service.
- 1.1.39 Provide written reports monthly to the Court listing the services rendered and provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the service provided, and the monies collected.
- 1.1.40 Provide quarterly reports to the Court summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for termination; whether the case was closed successfully or unsuccessfully; the number of warrants issued during the quarter; the number of probationers using community service hours to satisfy fine or other financial obligations, and the number of community service hours so converted; amounts of unpaid financial obligations, specifying amounts of probation fees; crime victim funds, victim restitution, and fines/other funds to be paid to the court; and

number of cases where each of the following types of requirements were incomplete: community service, evaluation/counseling, risk reduction school, defensive driving school.

- 1.1.41 Provide reports to the Court and Gwinnett County that are in compliance with Georgia law.
- 1.1.42 Provide a report to the Court and the governing authority of all Probation Fees received by the Service Provider in the preceding year.
- 1.1.43 Provide such other reports to the Court's judges, as requested, that may include the following information:
 - a. Probationer's name and address;
 - b. Court case number;
 - c. Charge description;
 - d. Relevant code section or charge;
 - e. Sentence date;
 - f. Duration of ordered probation;
 - g. Fines + costs imposed, paid, due;
 - h. Total probation fee (monthly rate x months sentenced to probation)
 - i. Total probation fee collected;
 - j. Total probation fee balance;
 - k. Last date of contact;
 - l. Sentencing judge;
 - m. Statutes;
 - n. Probation officer

NOTE: Service Provider may be asked to sort reports by any of the above-mentioned data elements and must be prepared to configure reports as specified by the Court.

- 1.1.44 Provide a transition plan to supervise and acquire existing probation and pre-trial supervision cases.

1.2 Scope of Work: Services to the Individual on Probation (even if indigent):

- 1.2.1 Provide professional, courteous service and assistance in successfully completing sentence requirements.
- 1.2.2 Provide access to programs to reduce recidivism through cognitive behavior modification techniques.
- 1.2.3 Provide access to community service work programs for offenders on probation and not on probation. Coordinate, monitor, and ensure probationer compliance with community service as ordered by the Court.
- 1.2.4 Provide regular monthly contacts and reporting same to appropriate Court officials.
- 1.2.5 Provide referrals for treatment and employment assistance as appropriate.
- 1.2.6 Coordinate and monitor services for attendance in special treatment programs as required by the court, such as DUI School, mental health counseling, substance abuse treatment, etc.
- 1.2.7 Provide electronic monitoring for certain offenders designated by the court. [NOTE: The court recognizes the important contributions technology provides to its daily functioning and generally supports the use of electronic monitoring (EM) for offenders to assist probation officers in achieving their prescribed goal of community protection. The use of technology with offenders shall not be a substitute for staff. It shall only be viewed as a tool to support and enhance the supervision process. In establishing a program, however, the service provider will meet the following critical elements: the initiative must be consistent with laws of Georgia and the court's policy; the court's and the County's needs must be paramount in identifying the offenders targeted for this type of intervention; scheduling for offenders must be flexible in order to achieve the objectives of individualized supervision plans; priority consideration should be given to program staff requests for the use of agency resources for enforcement purposes; and vendor selection should be largely based upon strictly defined performance standards. Final approval –or utilization of EM vendors by the successful entity is reserved for the court]

1.3 Scope of Work: Services to the Community

- 1.3.1 Provide locations and coordination activities for community service work, for probation and non-probation offenders, including agencies of Gwinnett County government.
- 1.3.2 Provide strategies to reduce the incidence of recidivism among misdemeanor offenders.

1.4 2025 Program Data

Average number of probation cases received each month: 54

Total number of active warrants: 177

Total number of active cases: 673

SECTION 2:**GENERAL REQUIREMENTS / INFORMATION**

2.0 Individuals, service providers, and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Division Director. If determined that such communication has compromised the competitive process, the proposal submitted by the individual, firm or business may be disqualified from consideration for award.

2.1 Proposals submitted are not publicly available until after award by the Gwinnett County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to this proposal become property of Gwinnett County when received.

SECTION 3:**PROPOSAL SUBMISSION REQUIREMENTS****3.0 Qualifications of the Proposer**

3.0.1 The service provider must clearly demonstrate that they are capable of performing the services outlined in this proposal. The service provider must have a minimum of three (3) years or more of experience in successfully performing the services of similar scope and size as Gwinnett County's requirements.

3.0.2 A service provider's overall capability, specialized experience, reputation, past performance for similar services, technical competence, financial stability, ability to meet program goals, performance under contract terms and fee schedule will be considered in the award decision.

3.0.1 Please include the following information in submitted proposal:

3.0.1.1 A statement as to whether the entity operates as a sole proprietorship, individual, partnership, or corporation and the state in which the entity is incorporated or licensed to operate.

3.0.1.2 A resume for each key staff person who will participate in the program that highlights key and relevant experience and states the percentage of the total program effort that each person is anticipated to perform. Each resume should be no more than 2 pages.

3.0.1.3 The name of the central contact person, along with their phone number(s), and any cellular phone number and/or fax number.

3.0.1.4 The current number of probation officers currently employed by the service provider shall be provided.

3.0.1.5 A minimum of five (5) references (three [3] references and two [2] alternates) for services performed of similar size, scope, and complexity to the requirements listed in this proposal, including the following information:

- a. Name and location of program(s)
- b. Brief description
- c. Name of program manager and telephone number
- d. Date of completion, if applicable
- e. A description of other, relevant programs completed

3.0.1.6 Proof of service provider's registration with the Board of Community Supervision as required by O.C.G.A 42-8-109.3

3.1 Service Provider's Methodology in Providing Service

3.1.1 The Include a narrative that demonstrates the service provider understands the scope of work and the program goals.

3.1.2 Include a complete and concise written executive summary that clearly states the service provider's approach to rendering the required services. Any special techniques, strategies and capabilities should be discussed here.

3.1.3 Include a description or outline that includes how the service provider will approach the program in Gwinnett County and its working relationship with others.

3.1.4 Specify how the service provider's concept will translate the methodology proposed to meet the program goals, to include interaction with others outside of the program team who are involved in the program and relevance of approach to court's intent and needs.

3.1.5 Specify how the entity will work with the court.

3.1.6 Specify the special services and techniques that the entity will offer that will differentiate the entity's proposal from any other.

3.1.7 Specify who will be responsible for the receipt of funds and how and who maintains an internal controls check and balance system of accountability of the associated funds. Describe any auditing procedures.

3.1.8 If not fully covered elsewhere in the proposal, include a written statement to address each uniform contract standard for private probation contracts as required by O.C.G.A.§42-8-107(b).

3.1.9 State in if the service provider accepts credit card payments for probation services. If so, explain how this payment method is administered, if any convenience fees are charged, and if this program is PCI compliant.

3.2 Explanation of Financial Support

3.2.1 Proposal shall include a detailed explanation of how the program will be funded. (See attached fee schedule).

3.3 Litigation Disclosure

3.3.1 Please state whether any of the following events have occurred in the last five (5) years with respect to service provider. If any answer is yes, please provide a specific and full explanation.

- a. Whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against the service provider, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of the service provider;
- b. Whether service provider was the subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said service provider from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
- c. Whether service provider's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to service provider, which directly arose from activities conducted

by the business unit or corporate division of service provider which submitted a proposal for the subject project.

SECTION 4:

SPECIAL TERMS AND CONDITIONS

4.0 Information Disclosure

The service provider or service provider’s employees shall not, without the prior written consent of the Superior Court of Gwinnett County, disclose to any unauthorized person not privy to the contract, any information acquired by the service provider in the course of providing the services; or deal with, or make use of, any such information except in the course of and for the purpose of providing the services.

SECTION 5:

PROPOSAL EVALUATION PROCESS

5.0 Proposal Evaluation Process

5.0.1 The Gwinnett County Board of Commissioners, with the consent of the Chief Judge of the Superior Court of Gwinnett County, intends to accept the offer that is most advantageous to itself from the standpoint of price, experience, qualifications, and capability of the service provider to perform the contract. It reserves the right to reject any and all proposals received by reason of this request or to negotiate separately with any source whatsoever, in any manner deemed to be in the best interests of the Superior Court of Gwinnett County and the Gwinnett County Board of Commissioners.

5.1 EVALUATION CRITERIA: Proposals will be evaluated on, at minimum, the following criteria:

5.1.1 Criteria 1: Project Plan – 40 Points

- Evaluate the demonstrated understanding of the scope of services and the quality, completeness, and feasibility of the proposed project plan for delivery of misdemeanor probation services. Evaluation will include supervision methodology, case management processes, reporting, compliance monitoring, and coordination with the Court and stakeholders.

5.1.2 Criteria 2: Qualification and Availability of Key Personnel – 20 Points

- Assess the education, certifications, and relevant experience of key personnel proposed for this contract, and their demonstrated ability to perform the required services.
- The extent to which the organization demonstrates the availability and capacity of key personnel to perform the required services, including staffing levels, organizational structure, and ability to meet service demands.
- See Section 3.0

5.1.3 Criteria 3: Relevant Project Experience – 15 Points

- Evaluate the experience in providing similar services, particularly for courts or jurisdictions of comparable size and complexity. Consideration will be given to past performance, demonstrated outcomes, and familiarity with applicable laws and regulations.

5.1.4 Criteria 4: Corporate Stability – 5 Points

Financial stability, years in business, and the status of ongoing litigation

- Service provider should provide the following:
 1. Provide a list of all current clients with contact information.
 2. Provide a list of all your former clients within the past five years with contact information and the reason the contract was terminated. Detail whether you terminated the contract or the client and why.
 3. Have you ever sued a client or former client? Has a client or former client ever sued you? If so, describe the circumstances and the outcome.
 4. Have you ever sued a competitor? Has a competitor ever sued you? If so, describe the circumstances and the outcome.

5. Describe all instances in the past five years in which you requested additional money beyond what was agreed to in the initial contract.

5.1.5 Criteria 6: References – 10 Points

- Evaluation of references provided in the proposal, including the quality of services delivered, reliability, responsiveness, and overall customer satisfaction.
- See Section 3.0.1.5

5.1.7 Criteria 7: Cost Proposal – 10 Points

- The reasonableness, transparency and overall cost effectiveness of the proposed pricing, including sustainability over the five (5) year contract term.
- Budget & Fees: Monthly unit costs to include all other fees; Identify any grant offsets or braided funding.
- **Cost proposal to be submitted in a separate sealed envelope.**

Part	Criteria	Points
Part I		
1	Project Plan	40
2	Qualifications and Availability of Key Personnel	20
3	Relevant Project Experience	15
4	Corporate Stability	5
6	References	10
Sub-Total		90
Part II		
7	Cost Proposal (submitted in a separate sealed envelope)	10
Sub-Total		100
Part III		
8	Optional Interview	10
Total Points		110

Part I Evaluation: Initially, proposals will be evaluated based on 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. The selection committee will consist of Courts staff members and one employee outside the department. The proposals will be evaluated to select the service provider which rates highest according to the criteria listed above.

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

Optional Part III Evaluation: At the County’s discretion, or as deemed in the County’s best interest, service providers may be short-listed a second time for an interview. At this time, the County may request further information, explanations, clarifications, presentations, interviews, or meetings with some or all of the remaining service providers. The service provider will be responsible for any cost associated with the request for additional information and/or an interview.

The County will then enter contract negotiations with the highest scoring service provider. If an agreement with the highest ranked service provider cannot be reached, the County may then negotiate with the second ranked service provider and so on until a satisfactory agreement has been reached in accordance with the Gwinnett County Purchasing Ordinance.

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COST PROPOSAL
(SUBMIT IN A SEPARATE SEALED ENVELOPE)

			Year 1		Year 2		Year 3		Year 4		Year 5	
ITEM #	APPROX ANNUAL QTY	DESCRIPTION	UNIT PRICE	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	12 Months	Basic Probation Supervision	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	12 Months	Administrative Fine Collection	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	12 Months	Intensive Probation Supervision Program	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	12 Months	Pre-Trial Diversion Program	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	12 Months	Substance Abuse Detection Screens	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6A	12 Months	Alcohol Test – Breathalyzer/Intoxilyzer	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6B	12 Months	Alcohol Test – Collection of urine screens for off-site testing of ETG tests	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7	12 Months	House Arrest (Phone, GPS, or other)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	12 Months	GPS Tracking	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Service Provider: _____

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			Year 1		Year 2		Year 3		Year 4		Year 5	
ITEM #	APPROX ANNUAL QTY	DESCRIPTION	UNIT PRICE	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
9	12 Months	GPS Tracking with Victim Notification	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10	12 Months	Remote Alcohol Testing	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11	12 Months	Administrative in-house fees (if any)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Annual Totals:			\$		\$		\$		\$		\$	
Total for all 5 Years:											\$	

Service Provider: _____

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Service Provider Information Page

The services to be performed under this Agreement shall commence upon final execution of the contract document. The initial term of this Agreement shall be through December 31, 2026. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of five (5) years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

Certification Of Non-Collusion In Bid Preparation _____
Signature Date

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

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

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Service providers should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to vendors.

Legal Business Name _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ E-mail address _____

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REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been performed in the past five years.

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 _____

Service Provider Name _____

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ALTERNATE REFERENCES

Gwinnett County requests two (2) alternate references where work of a similar size and scope has been performed within the past five years. Alternate references may be contacted if the County is unsuccessful in reaching one or more of the references provided on the Reference Sheet.

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 _____

Service Provider Name _____



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

Insurance:

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

A. Minimum Coverage

Commercial General Liability (Occurrence Form):

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

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

Automobile Liability to include:

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

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

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

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

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

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

Each Occurrence and Aggregate Limit \$1,000,000

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

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

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

Property Insurance:

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

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

Professional Liability (Errors and Omissions):

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

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

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

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

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

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

Occurrence Limit	\$5,000,000
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- Evidence of coverage in the form of a Certificate of Insurance shall be provided to The County prior to start of work.
- Gwinnett County Board of Commissioners and their respective officers, directors and employees, and any other parties required by the County shall be Additional Insureds.
- Additional Insured Endorsements must be provided with the Certificate of Insurance

Riggers Liability Insurance:

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

Crime or Fidelity Insurance:

Limit of Insurance \$1,000,000

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

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

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

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

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

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

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

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

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

- C. Gwinnett County should be provided with a minimum of 30 days advance written notice of cancellation, material change, or non-renewal of policies required by the contract.
- D. Certificate Holder should read:
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
- E. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.
- F. Insurance companies providing coverage should be licensed, and authorized to do business by the Office of the Insurance and Safety Fire Commissioner of Georgia ("Insurance Commissioner"), with the exception of non-admitted carriers, in which case the broker placing coverage should be licensed by the Insurance Commissioner. All agents placing coverage should be licensed by the Insurance Commissioner, either as a resident or non-resident.
*See above note regarding Professional Liability
- G. Certificates of Insurance, and any subsequent renewals, must reference each corresponding bid/contract by project name and project/bid number.
- H. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify compliance with these insurance requirements.
- I. All insurance coverage required to be provided by the Contractor will state that it is primary over any insurance program carried by the County.
- J. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
- K. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The ACORD Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
- L. The Contractor and its insurer(s) shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
- M. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents is required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
- N. The Contractor shall make available to the County, through its records or records of its insurer, information regarding any claim related to a County project. Any loss run information available from the contractor or their insurer relating to a County project shall be made available to the County upon its request.

- O. Compliance by the Contractor and all Subcontractors with the foregoing insurance requirements shall not relieve the Contractor and Subcontractors of liability under the Contract and any applicable law.
- P. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- Q. The Contractor shall at a minimum apply risk management practices accepted by the Contractor's industry.
- R. The Contractor shall advise the County if required limits of insurance become eroded or impaired.

Surety Bonds (if required)

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

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
- 6 Findings Confidential
- 7 Termination of Agreement for Cause
- 8 Termination for Convenience of the COUNTY
- 9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
- 10 Indemnification
- 11 Covenant Against Contingent Fees
- 12 Insurance
- 13 Prohibited Interests
- 14 Subcontracting
- 15 Assignability
- 16 Equal Employment Opportunity
- 17 Anti-Kickback Clause
- 18 Audits and Inspectors
- 19 Ownership, Publication, Reproduction and Use
- 20 Verbal Agreement or Conversation
- 21 Independent Service provider
- 22 Notices

1 DEFINITIONS

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

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

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

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

2.2 CONFLICT AND PRECEDENCE

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

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

3 CHANGES AND EXTRA WORK

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

4 PERSONNEL AND EQUIPMENT

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

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

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

5 ACCURACY OF WORK

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

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

6 FINDINGS CONFIDENTIAL

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

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

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

7 TERMINATION OF AGREEMENT FOR CAUSE

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

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

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

10 INDEMNIFICATION

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

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

11 COVENANT AGAINST CONTINGENT FEES

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

12 INSURANCE

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

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

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

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

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

13 PROHIBITED INTERESTS

- 13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.
- 13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14 SUBCONTRACTING

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

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

15 ASSIGNABILITY

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

16 EQUAL EMPLOYMENT OPPORTUNITY

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

17 ANTI-KICKBACK CLAUSE

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

18 AUDITS AND INSPECTORS

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

The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material

available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, assignee, or transferee.

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20 VERBAL AGREEMENT OR CONVERSATION

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

21 INDEPENDENT SERVICE PROVIDER

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

22 NOTICES

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

*****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.*****

MULTI-YEAR SERVICE PROVIDER CONTRACT
RP017-26 Provision of Misdemeanor Probation Services for the Superior Court of Gwinnett County
on a Multi-Year Contract

This purchase Contract is entered into by and between Gwinnett County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the "County" and _____, hereinafter designated as the "Contractor". The Contractor hereby agrees to deliver to the County, and the County agrees to pay for those items described in the special provisions to this contract which are attached hereto as Exhibits A and B and by the reference made a part hereof. The parties further agree as follows:

1. TERM

The services to be performed under this Agreement shall commence on _____. The initial term of this Agreement shall be through December 31, 2026. This Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of execution and at the close of each succeeding calendar year of renewal, if renewed. This Agreement shall be automatically renewed upon the same terms and conditions unless the County terminates the Agreement on the day of the close of the calendar year in which it was executed or within sixty (60) days after the day of the close of the calendar year of execution or of each succeeding calendar year for which it may be renewed, for a total lifetime obligation of 5 years. If applicable, title to any supplies, materials, equipment or other personal property shall remain in the vendor until fully paid for by the County. In addition, this Agreement will terminate immediately and absolutely when appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the Agreement. Any obligation of the County hereunder is only for such sums payable during the calendar year of execution or each calendar year of renewal, if renewed.

2. CONTRACT PRICE AND CONDITIONS

The parties have stated the contract price in the special provisions attached hereto as Exhibits "A" and "B" and by this reference made a part hereof.

3. ASSIGNMENT

The Contractor shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Contract, or any moneys due or to become due hereunder, without the prior written consent of the County.

4. GOVERNING LAW

Each and every provision of this Contract shall be construed in accordance with and governed by Georgia law.

5. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify and hold harmless the County, its Commissioners, agents, and employees from all claims and liabilities arising out of, or resulting from, the performance of this Contract.

6. CONTRACT DOCUMENTS

The County's request for proposals and the Contractor's proposal concerning this matter are fully incorporated in this Contract by reference. In the event of a conflict between the County's contract documents and the Contractor's proposal, the County's contract documents shall control.

7. TERMINATION FOR CAUSE

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

8. TERMINATION FOR CONVENIENCE

The County may terminate this Contract for its convenience at any time upon 30 days written notice to the

Contractor. In the event of the County's termination of this Contract for convenience, the Contractor will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor, which shall itemize each element of performance.

9. TERMINATION FOR FUND APPROPRIATION

The County may unilaterally terminate this Contract due to a lack of funding at any time by written notice to the Consultant. In the event of the County's termination of this Contract for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor which shall itemize each element of performance.

(Signatures Next Page)

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

WINNETT COUNTY, GEORGIA

By: _____

ATTEST:

APPROVED AS TO FORM:

SUPPLIER: _____

BY: _____

Signature

Print Name

Title

ATTEST:

Signature

Print Name

Corporate Secretary

(Seal)



RP017-26 Provision of Misdemeanor Probation Services for the Superior Court of Gwinnett County on a Multi-Year Contract **Page 32**

CODE OF ETHICS AFFIDAVIT

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

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

1. _____
Company Submitting Bid/Proposal

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

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

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

Notary Public

(seal)

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



RP017-26 Provision of Misdemeanor Probation Services for the Superior Court of Gwinnett County on a Multi-Year Contract **Page 33**

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20__

Notary Public
My Commission Expires:

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

For Gwinnett County Use Only:

Document ID # _____

Issue Date: _____

Initials: _____

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

RP017-26

Buyer Initials: CW

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

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

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

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

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

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

I. PREPARATION OF SUBMITTAL

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

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

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

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with

the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that

Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

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

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

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

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

XXV. AMERICANS WITH DISABILITIES ACT

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

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify vendors of their use tax liability on public works projects. Under Georgia law, private vendors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas, or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example, the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

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

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

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

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

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

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

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

XXXII. INDEMNIFICATION

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

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

XXXIII. CODE OF ETHICS

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

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

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

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

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. **The Purchasing Division is located on second floor of the Gwinnett Justice and Administration Center at 75 Langley Drive, Lawrenceville, Georgia 30046. WE HAVE MOVED BACK TO OUR PERMANENT LOCATION.**