

Advertisement for Applications Probation Services

The Gwinnett County Superior Court Judges are accepting applications from qualified service providers for the **Provision of Probation Services for Misdemeanor Offenses in the Superior Court of Gwinnett County**. The selection of a service provider will be made pursuant to O.C.G.A. § 42-8-101 (a) (1).

Applications should be submitted to the Administrative Office of the Courts, 75 Langley Drive, Lawrenceville, Georgia 30046 and must be received, not postmarked, no later than 4:00 P.M., August 14, 2015. Any applications submitted after this date and time will not be accepted. A list of specifications required in the application may be found on the Clerk of Court's website at www.gwinnettcourts.com or obtained from the Administrative Office of the Courts. One unbound original and (12) copies should be submitted, plus (1) electronic (PDF) copy of the completed application.

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 Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

APPLICATION REQUIREMENTS

Probation Services for Misdemeanor Offenses in the Superior Court of Gwinnett County.

SECTION 1

APPLICATION REQUIREMENTS / INFORMATION

1.0 Individuals, firms and businesses seeking this contract may not initiate or continue any verbal or written communications regarding a solicitation with any County or Court officer, elected official, employee or other County or Court representative without permission of the Court Administrator between the date of the issuance of the solicitation and the date of the final contract award by the Chief Judge of the Superior Court.

1.1 **Key Contact Person:**

If you require additional information concerning the application, make your inquiries to the following person.

Philip Boudewyns, Court Administrator
Gwinnett Judicial Circuit
75 Langley Drive
Lawrenceville, GA 30046
Phone # 770/822-8564
Fax #770/822-8566
E-mail: phil.boudewyns@gwinnettcountry.com

1.2 **Information Session**

An information session is scheduled for 12:00 P.M. on Thursday, July 23, 2015 at the Administrative Office of the Courts, 75 Langley Drive, 3rd Floor, Lawrenceville, Georgia. All interested parties are strongly urged to attend.

1.3 **Inquiries from Applicants:**

It is desired that questions relating to the application process be submitted in writing prior to the informational session, or be discussed verbally at the information session. Submit written questions to Phil Boudewyns, Court Administrator at the above address/fax number/e-mail address. The deadline for receiving questions will be 4:00 P.M. on Monday, July 27, 2015.

1.4 **Submittal**

One (1) unbound original (designated as the original) and (12) copies should be submitted, plus (1) electronic (PDF) copy of the completed application. All copies of the application must be identical. The full cost of the application is to be borne by the applicant. The Application must be signed in ink by a company official who has authorization to commit company resources.

- 1.5** Envelope/package shall be addressed to the Administrative Office of the Courts, Attention Phil Boudewyns, Gwinnett Justice and Administration Center, Third Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Applications must be received, not postmarked, no later than 4:00 P.M., August 14, 2015. Any applications submitted after this date and time will not be accepted.
- 1.6** The selected service provider is required within ten (10) days of the Notice of Selection to provide the following:
- a. Two (2) properly executed contract documents.
 - b. Certificate of Insurance meeting the insurance requirements as specified in this document.
 - c. Provide documentation satisfying O.C.G.A. § 13-10-91
 - d. Provide completed Code of Ethics affidavit.

SECTION 2

STATEMENT OF WORK

2.0 BACKGROUND INFORMATION

The Superior Court's Chief Judge is seeking to establish contracted private probation services for misdemeanor offenses in the Superior Court to provide services as enumerated below.

The selection of a service provider will be made pursuant to O.C.G.A. § 42-8-101 (a) (1), "The chief judge of any court within a county, with the approval of 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 the 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 chief judge 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"

2.1 SCOPE OF WORK: SERVICES TO THE COURT

Probation Services are to be provided to the Superior Court of Gwinnett County for persons convicted of misdemeanor offenses.

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

- 2.1.1 Provide a system of probation services available to sentenced misdemeanants, including procedures for handling indigent defendants, with no cost to the Court.

- 2.1.2 Provide staff available during all sessions of court to perform intake on sentenced misdemeanants, including digital images.
- 2.1.3 Provide conferencing on cases with court staff, personnel of the District Attorney's Office, and judges.
- 2.1.4 Coordinate case scheduling with court staff.
- 2.1.5 Maintain computerized, online, records for everyone sentenced to probation. Create and maintain individual files for each offender receiving services from Contractor. 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.
- 2.1.6 Prepare and serve approved paperwork on probationers.
- 2.1.7 Prepare delinquency reports and submit to judges.
- 2.1.8 Prepare warrants when appropriate.
- 2.1.9 Provide policies and procedures under which revocation may be sought against a probationer. File revocation petitions and orders and coordinate scheduling for hearings.
- 2.1.10 Provide testimony at delinquency or revocation hearings.
- 2.1.11 Collect restitution, fines, court costs and fees, program fees, and probation fees from probationers as ordered by the Court in accordance with Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia.
- 2.1.12 Tender to the Clerk of Court a report of collections and all amounts collected for fines, fees, and costs collected in accordance with Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia. 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.
- 2.1.13 Establish and maintain computerized, integrated case record management and case financial management systems.
- 2.1.14 Employ professional probation officers who meet or exceed the education, training and experience levels, and bonding and insurance required by O.C.G.A. § 42-8-107 and any other applicable state law or regulation, but with a minimum of:
 - a. Shall be at least 21 years of age at the time of appointment to the position of private probation officer.
 - b. Must have completed a standard two-year college course, a 4-year degree is preferred, or have four years of law enforcement experience.

- c. Shall have no felony convictions, which shall be confirmed through a criminal history check.
- d. Shall have the required initial probation officer training and be current on any ongoing training requirements.

2.1.15 Employ a professional staff with a minimum of:

- a. High School diploma or GED;
- b. No felony convictions

2.1.16 Maintain accurate records for work completed using forms and formats approved by the Court and reporting techniques that will better 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.

2.1.17 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.

2.1.18 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 Probations 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.

2.1.19 Provide quarterly reports to the Court detailing the number of evaluations conducted; the number recommended to attend counseling/treatment and the duration thereof; the number evaluated who then receive counseling with the Contractor; and the number evaluated who then receive counseling from other sources.

2.1.20 Provide a report to the Court and the governing authority of all Probation Fees received by Provider in the preceding year

2.1.21 Provide a monthly report to the Court's judges that include the following information:

- a. Probationer's name and address;
- b. Court case number;
- c. Charge description;
- d. Statute code;
- 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: 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 Administrative Office of the Courts.

2.2 SCOPE OF WORK: SERVICES TO THE PERSON ON PROBATION (even if indigent):

- 2.2.1 Provide professional, courteous service and assistance in successfully completing sentence requirements.
- 2.2.2 Provide counseling and access to programs to reduce recidivism through cognitive behavior modification techniques.
- 2.2.3 Provide access to community service work programs for offenders on probation and not on probation. Coordinate, monitor, and ensure probationer compliance with community as ordered by the Court.
- 2.2.4 Provide regular monthly contacts and reporting same to appropriate Court officials. Provide a system contacts and reporting for probationers needing intensive probation or pay-only services.
- 2.2.5 Provide counseling, referrals for treatment and employment assistance as appropriate.
- 2.2.6 Coordinating and monitoring services for attendance in special treatment programs as required by the court, such as DUI School, mental health counseling, substance abuse treatment, etc.
- 2.2.7 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 successful entity 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 Service Provider selection should be largely based upon strictly defined performance standards. Final approval of EM Service Providers by the successful entity is reserved for the court.]

2.3 SCOPE OF WORK: SERVICES TO THE COMMUNITY

2.3.1 Provide locations and coordination activities for community service work, for probation offenders.

2.3.2 Provide strategies to reduce the incident of recidivism among misdemeanor offenders.

2.4 CURRENT PROGRAM DATA SUPERIOR COURT

2.4.1 Average number of cases per month: Superior Court – 45

2.4.2 Total number of active warrants: Superior Court – 54

2.4.3 Total number of active cases: Superior Court - 600

SECTION 3

APPLICANT SUBMISSION REQUIREMENTS

3.0 QUALIFICATIONS OF APPLICANT

3.0.1 The Applicant must clearly demonstrate that they are capable of performing the services outlined in this document. The Applicant must have a minimum of 2 years of experience in successfully providing probation services.

3.0.2 An Applicant'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 selection process.

3.0.3 Please include the following information in your application:

3.0.3.1 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.

- 3.0.3.2 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.
- 3.0.3.3 The name of the central contact person, along with their phone number(s), and any cellular phone number, pager number, and / or fax number.
- 3.0.3.4 A minimum of three (3) references for services performed of similar size, scope, and complexity to the requirements listed in this document, 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 not still an active contract;
 - e. A description of other, relevant programs completed.

3.1 APPLICANT'S METHODOLOGY IN PROVIDING SERVICE

- 3.1.1 Include a narrative that demonstrates Applicant's understanding of the scope of work and the program goals.
- 3.1.2 Include a complete and concise written executive summary that clearly states the Applicant'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 Applicant will approach the program in Gwinnett County and its working relationship with others.
- 3.1.4 Specificity about how the Applicant'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 the Court's intent and needs.
- 3.1.5 Specificity about how the entity will work with the Court.
- 3.1.6 Specificity on special services and techniques that the entity will offer that will differentiate the entity's application from any other.
- 3.1.7 Specificity on 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.
- 3.1.8 Specificity on Applicant's proposed staffing levels and per officer case load.

3.1.9 If not fully covered elsewhere in the Application, a written description of the Applicant's proposed methods to address each uniform contract standard for private probation contracts as required by O.C.G.A. §42-8-107(b).

3.2 EXPLANATION OF FINANCIAL SUPPORT

3.2.1 Application shall include a detailed explanation of how the program will be funded.

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 said Proposer. 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 said Proposer, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of the Proposer;
- b. Whether Proposer was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Proposer from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
- c. Whether Proposer's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Proposer, which directly arose from activities conducted by the business unit or corporate division of Proposer which submitted a proposal for the subject project.

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.0 INFORMATION DISCLOSURE

The Contractor or Contractor'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 Contractor 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.

4.1 CONTRACT TERM

The services to be performed under this Agreement shall commence on January 1, 2016. The initial term of this Agreement shall be through December 31, 2016. This Agreement shall terminate absolutely and without further obligation on the part of the Superior Court on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This Agreement may be automatically renewed on an annual basis for **four** additional twelve-month terms, for a total lifetime

Agreement term of **five** years, upon the same terms and conditions, as provided for in this Agreement, unless previously terminated. This Agreement will terminate on December 31, 2020. The Superior Court requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the Chief Judge of the Superior Court to terminate the contract.

4.2 SAMPLE CONTRACT

A sample contract has been included in the Application documents for your review. This contract is in draft form and may be subject to revision. Please have your legal counsel review the contract prior to submittal of any application. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your application. If no exceptions are noted it is assumed that the party fully agrees to the contract in its entirety.

4.3 INSURANCE

Prior to execution of the contract, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the Superior Court with Certificates of Insurance from licensed companies doing business in the State of Georgia.

4.4 CONTRACT

4.4.1 The successful Applicant will be required to provide the following within ten (10) days of the Notice of Award:

- a) Return to the Gwinnett County Administrative Office of the Courts contract documents signed and properly executed by the authorized representative, and attested by the corporate secretary with the corporate seal.
- b) Provide Insurance certificates, as specified in the application document.
- c) Provide documentation satisfying O.C.G.A. § 13-10-91.
- d) Provide completed Code of Ethics affidavit.

4.4.2 All companies submitting applications will be notified in writing of the selected applicant.

SECTION 5

5.0 APPLICANT SELECTION PROCESS

5.0.1 The selection of a service provider will be made pursuant to O.C.G.A. § 42-8-101 (a) (1), “The chief judge of any court within a county, with the approval of 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 the county.”

- 5.0.2 During the course of the evaluation and selection process, the Court may request the Applicants to give a brief presentation onsite. The purpose of the presentation would be to offer a brief explanation of the Applicant’s services and how the Applicant plans to provide the services outlined in the application, and to answer any questions that Superior Court may have.
- 5.0.3 The judges of the Superior Court will select the successful applicant based on the Applicant’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.
- 5.0.4 A fee schedule should be submitted with the application in the following format.

ITEM #	QTY	DESCRIPTION	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	Domestic Violence Intervention Program		
5	12 months	Pre-Trial Diversion Program		
6	12 months	Substance Abuse Detection Screens		
7	12 months	Alcohol Test		
8	12 months	Radio frequency house arrest		
9	12 months	GPS Tracking		
10	12 months	Remote Alcohol Testing		
TOTAL				\$

**MULTI-YEAR CONTRACT
SERVICE PROVIDER CONTRACT**

This **CONTRACT** made and entered into this _____ day of _____, 20__ by and between the Chief Judge of the Superior Court (Party of the First Part, hereinafter called the "County"), and, (Party of the Second Part, hereinafter called the "Service Provider").

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

1. TERM:

The services to be performed under this Contract shall commence on _____. The initial term of this Contract shall be through December 31, 20___. This Contract shall terminate absolutely and without further obligation on the part of the County on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for _____ additional twelve-month terms, for a total lifetime Contract term of _____ years, upon the same terms and conditions, as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 20__.

2. ATTACHMENTS:

Copies of the Service Provider's application, including all drawings, specifications, and price lists are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the Superior Court's contract documents and the Application, the Superior Court's contract documents shall control.

3. PERFORMANCE:

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

4. PRICE:

The fees for the work to be performed under this Contract shall be charged to the probationer in accordance with the rate schedule referenced in the Application (Exhibit A).

5. INDEMNIFICATION AND HOLD HARMLESS:

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

Service Provider further agrees to protect, defend, indemnify, and hold harmless the judges of the Superior Court, the County, its commissioners, officers, agents, and employees from and against any and all claims or

liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

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

7 TERMINATION FOR CONVENIENCE:

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

8. CONTRACT NOT TO DISCRIMINATE:

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

9. ASSIGNMENT:

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

11. WAIVER:

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

12. SEVERABILITY:

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

13. GOVERNING LAW:

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

14. MERGER CLAUSE:

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

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

GWINNETT COUNTY, GEORGIA

By: _____
Melodie Snell Conner, Chief Judge
Gwinnett County Superior Court

ATTEST:

Signature

Print Name
Notary Public

SERVICE PROVIDER: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary

(Seal)

STANDARD INSURANCE REQUIREMENTS

(For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy
5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

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

Surety Bonds (If Required)

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

Rev. 06/11



75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

Solicitation Name & No.

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

For Gwinnett County Use Only:
Document ID

Issue Date: _____
Initials:

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).
Rev. 6.20.13





75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

Bid # & Description _____.

CODE OF ETHICS AFFIDAVIT

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

In accordance with Section 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check one box below)

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

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

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

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

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20__
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public

Title of Authorized Officer or Agent of Contractor	(seal)

