



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

gwinnettcounty

May 08, 2015

INVITATION TO BID
BL042-15

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified service providers for **Pressure Washing Services on an Annual Contract** with four (4) options to renew for the Department of Water Resources and other Gwinnett County Departments.

The contract will allow Gwinnett County to have established pricing for cleaning and pressure washing various facilities throughout the County. Typical work may include, but is not limited to, concrete and steel tanks; brick, masonry, and concrete buildings; sidewalks and driveways; and any other structures or surfaces deemed necessary by the County.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the Bid number and Company Name. Bids will be received until 2:50 P.M. local time on **June 09, 2015** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

A pre-bid conference is scheduled for 10:00 a.m. on May 27, 2015 at the F. Wayne Hill Water Resources Center (Administration/Operations Building), 3320 Financial Center Way, Buford, GA 30519. All vendors are urged to attend. Questions regarding bids should be directed to Holly Cafferata, CPPB, Purchasing Manager at holly.cafferata@gwinnettcounty.com or by calling 770-822-8721, no later than May 28, 2015. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

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

Award will be made to the service provider(s) submitting the lowest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a bid will be notified via email.

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

Holly Cafferata, CPPB
Purchasing Manager

HC/dg

The following pages should be returned in duplicate as our bid:

Bid Schedule, Pages 6-7
Code of Ethics Affidavit, Page 17
E-Verify Affidavit, Page 16
Qualification Forms, Page 8-15



STATEMENT OF WORK

The County intends to obtain the services of qualified firm(s) to provide cleaning and pressure washing services. Work will be awarded based on a combination of responsiveness to the request, qualifications and experience of the service provider, references and cost.

Service provider shall furnish all insurance, transportation, materials, equipment, supplies, pumps, piping and hoses, parts, services, tools, supervision, labor, and all things necessary to provide cleaning and pressure washing services to the Gwinnett County on an On-call basis in accordance with the attached Specifications. The actual volume of work performed is not guaranteed and subject to change.

Services may be required at any of the Gwinnett County infrastructure locations including water and wastewater treatment facilities, pump stations, tank sites, school and administrative buildings, parks, and other miscellaneous infrastructure. Regardless of the location, it is the service provider's responsibility to determine the equipment needed, furnish the labor, equipment, and materials for completing the work, and clean-up the site. Gwinnett County will furnish the water required for the work. The service provider is responsible for providing the necessary labor, materials, and equipment to transport the water from its source to the area of work.

Proposed cleaning and pressure washing services shall be written out and presented as a detailed Work Order prior to the start of the work. All costs, assumptions, and exclusions shall be included in the Work Order form and involve the use of the specific identified materials, labor, and equipment actually used to complete the cleaning and pressure washing service.

Work shall be performed on a lump sum cost based on labor, and equipment rates as noted in the Bid Schedule and in accordance with the following minimum specifications.

Additional information regarding the contract requirements is provided under the *Specifications For Pressure Washing* following the *General Requirements* in this solicitation.

I. Invitation to Submit Bids

- A. The Gwinnett County Department of Water Resources (GCDWR) hereby requests Bids for Pressure Washing Services on an Annual Contract with four (4) options to renew. This submission will assist GCDWR in selecting firms to provide cleaning and pressure washing services for various facilities throughout the county including concrete and steel tanks; brick, masonry, and concrete buildings; sidewalks and driveways; and any other structures or surfaces deemed necessary by the County.

GCDWR needs sufficient information to determine the selected vendor has the necessary equipment, experience, and qualifications necessary to complete the anticipated work in a professional manner, without risk of damage to the structures/surfaces to be cleaned.

- B. Proposed bid prices in the Bid Schedule will cover all labor, equipment, tools, chemicals, materials, and accessories required to complete the services proposed under this contract. The full cost of bid preparation is to be borne by the bidding firm.
- C. Two (2) copies of your bid should be submitted. All copies of the bid must be identified with the bid number, date of the opening, and the company name. The original bid must be signed in ink by a company official who has authorization to commit company resources. All copies of the bid must be identical.

Bids shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30046 and shall be identified with the bid number, date of opening and company name on the outside.

- D. Sole responsibility rests with the firm to see that their bids are received on time at the above stated location.
- E. Bids submitted by alternate means other than the means specified in this solicitation will be rejected and disposed of accordingly. This includes bids sent by facsimile, email, or any other electronic or telegraphic means. If the County receives a bid through such alternate means, the County does not assume any burden or liability to notify the vendor that the bid has been disposed of.
- F. Bidders are to follow the instructions outlined in this solicitation and failure for the Bidder to do so may result in the County deeming the Bidder's submittal as non-responsive. Firms are expected to allow adequate time for delivery of their bids either by hand delivery, postal service or other means. Late bids will not be received and will be returned to the Bidder.
- G. To provide the requested services, the bid shall address the firm's capabilities and resources in the following areas:
1. Availability of staff and location of office.
 2. Qualifications and experience of personnel.
 3. Contact number of the individual appointed directly to service this contract.
 4. References.
 5. Cost.

- H. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. This is to ensure that all prospective respondents have the same level of knowledge relative to the project, as well as, ensuring the additional data is made available to all proposers.

- I. Submitted bids and all documentation regarding the bids will not be made available to the public until such time that an official action has been taken by the Gwinnett County Board of Commissioners to award or reject this solicitation.
- J. All applicable State of Georgia and Federal Laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the service provider and services throughout and incorporated herein by reference. The Agreement with the selected firm, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the Charter and Code of Gwinnett County and the laws of the State of Georgia.

II. Instructions to Bidders

A. Qualifications

No bid shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to Gwinnett County, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to Gwinnett County, has open or pending litigation against the County (for a department or division other than Purchasing), or that is deemed irresponsible or unreliable by Gwinnett County.

If requested, the Bidder will be required to submit satisfactory evidence that they have a practical knowledge of the particular service proposed upon, and that they have the necessary personnel, equipment, experience and financial resources to provide the proposed services requested. At a minimum, the service provider shall meet the following qualification requirements:

1. A minimum of 10 years of experience in providing cleaning and pressure washing services including high pressure (4,500 psi) water (hot or cold), chemical solution pressure washing, and abrasive mix pressure washing.
2. Proven ability to provide pressure washing on structures up to 40 feet tall or within a structure that is up to 40 feet deep.
3. Own and maintain pressure washing equipment capable of:
 - a. providing washing pressures between 2,000 psi and 4,500 psi
 - b. providing hot or cold water pressure washing
 - c. being used with chemical (detergents, bleach, etc.) feeding equipment
 - d. being used with abrasive media feeding equipment

B. Representation

Bids must be signed in ink by a company official(s) that has authorization to commit company resources and shall contain the firm's full business address. These officials will also be individuals noted as authorized to sign Work Authorizations.

C. Bid Evaluation/Award

Gwinnett County reserves the right to reject any or all bids, in whole or in part, to request clarifications, to negotiate changes in the scope of services, and to waive any technicalities as deemed in its best interest.

D. Contract

The bidder is to hold pricing firm for the duration of the initial term of the contract. Any increases/decreases to the contract will be reviewed at the time of the renewal offer. There are four options to renew. These renewal options are not guaranteed and will be based upon 1) terms, conditions remain the same (pricing as indicated in the original pricing schedule or decreased); 2) service is satisfactory; 3) both parties are willing to renew; and 4) Board of Commissioners approval, if required.

E. Qualification Forms

Availability of Equipment and Personnel

Provide the following information on the forms provided:

1. Identify the number of each different type and size of pressure washer located within the metropolitan Atlanta area that can be used for execution of this contract.
2. Identify the number of experienced (3 years minimum) personnel available within the metropolitan Atlanta area who will provide service under this contract.
3. Identify the individual who will be responsible for field operations during pressure washing service.

Service Provider's Qualifications and Experience

Provide the following information on the forms provided:

1. Experience with providing pressure washing services for the following types of structures/surfaces. Provide three (3) different owners/customers in the last 5 years, for each of the following areas.
 - a. Concrete tanks/structures
 - b. Prestressed concrete tanks

- c. Steel tanks/structures
 - d. Brick and/or masonry buildings
 - e. Wood or synthetic surfaces (fences, decks, siding, etc.)
2. Name and summary information about the service provider. The full legal name of service provider, the service provider's principal business office, number of and its regional/satellite offices, if any; and indicate the location(s) of the local office serving Gwinnett County. Give a brief summary with information on the service provider's history, business activities, size, total employees, officers, affiliates, subsidiaries, ownership and corporate data, as applicable to the provision of this proposal.

References

1. References may be contacted from the list of owners/customers provided on the Qualification and Experience Forms, above. Clients and references must be included, but all references may or may not be verified, at the discretion of Gwinnett County.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID

BID SCHEDULE

Bidder submits the following lump sum/unit prices for “Pressure Washing Services on an Annual Contract” identified in the Bid Schedule as part of this Bid:

Bid Item	Description	Units	Quantity	Unit Price	Total Price
1	Cold Water Pressure Washing				
	Flat Surface - Area Basis	SF	950,000	\$	\$
	Flat Surface -Time Basis	Crew Hour	150	\$	\$
	Vertical Surface - Area Basis	SF	900,000	\$	\$
	Vertical Surface - Time Basis	Crew Hour	300	\$	\$
2	Hot Water Pressure Washing				
	Flat Surface - Area Basis	SF	500,000	\$	\$
	Flat Surface -Time Basis	Crew Hour	100	\$	\$
	Vertical Surface - Area Basis	SF	500,000	\$	\$
	Vertical Surface - Time Basis	Crew Hour	200	\$	\$
3	Chemical Cleaning Accessories				\$
	Detergent	Gal.	1,500	\$	\$
	Chlorine Bleach	Gal.	1,500	\$	\$
	Degreaser	Gal.	1,500	\$	\$
4	Abrasive Cleaning Accessories				
	Sand/Silica	Lbs.	2,000	\$	\$
	Baking Soda	Lbs.	2,500	\$	\$
	Other	Lbs.	2,000	\$	\$
5	Power Man Lift Equipment				
	Hourly	Hour	50	\$	\$
	Daily	Day	50	\$	\$
	Weekly	Week	8	\$	\$
6	Traffic Control				
	Barricades	EA/day	20	\$	\$
	Traffic Barrels	EA/day	80	\$	\$
	Warning Signs	EA/day	20	\$	\$
	Flagmen	Hour	80	\$	\$

Total Base Bid (Bid Item 1 through 6): _____
 (use words)

_____ Dollars \$ _____

Note: Owner reserves the right to adjust individual line item quantities at their discretion, so long as the Total Base Bid is not exceeded.

COMPANY NAME _____

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BID SCHEDULE (Cont.)

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

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

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

1st Renewal Period _____ 2nd Renewal Period _____

3rd Renewal Period _____ 4th Renewal Period _____

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

1st Renewal Period _____ 2nd Renewal Period _____

3rd Renewal Period _____ 4th Renewal Period _____

Certification of Non-Collusion In Bid Preparation _____
Signature Date

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

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

The County requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the Board of Commissioners within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

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

Federal Tax ID: _____

Address: _____

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

Representative Signature: _____

Print Authorized Representative's Name: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID

QUALIFICATION FORMS
Annual Contract for Pressure Washing Services
Gwinnett County, GA

Please hand write all entries

Name of Firm _____

AVAILABILITY OF EQUIPMENT AND PERSONNEL

1. Local Resources

- a. Equipment. Location of office(s) or facilities located within Gwinnett County along with number of each size and type of pump available from this facility. If service centers are located outside Gwinnett County, please provide distance to Gwinnett County Border. .

Do you have office in Gwinnett County?

_____ Yes _____ No

If so, location.

Do you have office in metropolitan Atlanta?

_____ Yes _____ No

If so, location.

LOCAL EQUIPMENT AVAILABILITY

	Capacity (gpm/psi)	Number Available	Percent Availability
--	-------------------------------	-----------------------------	---------------------------------

Cold Water Pressure Washers:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Hot Water Pressure Washers:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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Chemical Feeders:	Type	Number Available	Percent Availability
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Abrasive Material Feeders:			
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

If not located in Gwinnett County or metropolitan Atlanta, address of office servicing this contract.

Distance to Gwinnett County. _____ miles

b. Field Service Personnel.

Name of Field Supervisor _____

Location of Field Supervisor _____

Number of field service personnel _____

Location of field service personnel _____

Average years of experience of field service personnel _____

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**QUALIFICATION FORMS
Annual Contract for Pressure Washing Services
Gwinnett County, GA**

Please hand write all entries

Name of Firm _____

SERVICE PROVIDER'S QUALIFICATIONS & EXPERIENCE

1. Experience of the service provider listing 3 different customers in the last 5 years, and as follows:

a. Concrete Tanks/Structures

<u>Client 1</u>		<u>Client 2</u>	
Name	_____	Name	_____
Contact Name	_____	Contact Name	_____
Contact Phone	_____	Contact Phone	_____
Project Name	_____	Project Name	_____
	_____		_____
Brief description of the Work	_____	Brief description of the Work	_____
	_____		_____
	_____		_____
Location Installation Date	_____	Location Installation Date	_____

Client 3

Name _____

Contact Name _____

Contact Phone _____

Project Name _____

Brief description of the Work _____

Location Installation Date _____

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**QUALIFICATION FORMS
Annual Contract for Pressure Washing Services
Gwinnett County, GA**

Please hand write all entries

Name of Firm _____

SERVICE PROVIDER'S QUALIFICATIONS & EXPERIENCE

1. Experience of the service provider listing 3 different customers in the last 5 years, and as follows:

b. Pre-stressed Concrete Tanks

Client 1

Name _____

Contact Name _____

Contact Phone _____

Project Name _____

Brief description of the Work

Location Installation Date

Client 2

Name _____

Contact Name _____

Contact Phone _____

Project Name _____

Brief description of the Work

Location Installation Date

Client 3

Name _____

Contact Name _____

Contact Phone _____

Project Name _____

Brief description of the Work

Location Installation Date

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**QUALIFICATION FORMS
Annual Contract for Pressure Washing Services
Gwinnett County, GA**

Please hand write all entries

Name of Firm _____

SERVICE PROVIDER'S QUALIFICATIONS & EXPERIENCE

1. Experience of the service provider listing 3 different customers in the last 5 years, and as follows:

c. Steel Tanks/Structures.

<u>Client 1</u>		<u>Client 2</u>	
Name	_____	Name	_____
Contact Name	_____	Contact Name	_____
Contact Phone	_____	Contact Phone	_____
Project Name	_____	Project Name	_____
	_____		_____
Brief description of the Work	_____	Brief description of the Work	_____
	_____		_____
Location Installation Date	_____	Location Installation Date	_____

Client 3

Name _____

Contact Name _____

Contact Phone _____

Project Name _____

Brief description of the Work _____

Location Installation Date _____

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**QUALIFICATION FORMS
Annual Contract for Pressure Washing Services
Gwinnett County, GA**

Please hand write all entries

Name of Firm _____

SERVICE PROVIDER'S QUALIFICATIONS & EXPERIENCE

1. Experience of the service provider listing 3 different customers in the last 5 years, and as follows:

d. Brick or Masonry Buildings

Client 1

Name _____

Contact Name _____

Contact Phone _____

Project Name _____

Brief description of the Work _____

Location Installation Date _____

Client 2

Name _____

Contact Name _____

Contact Phone _____

Project Name _____

Brief description of the Work _____

Location Installation Date _____

Client 3

Name _____

Contact Name _____

Contact Phone _____

Project Name _____

Brief description of the Work _____

Location Installation Date _____

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**QUALIFICATION FORMS
Annual Contract for Pressure Washing Services
Gwinnett County, GA**

Please hand write all entries

Name of Firm _____

SERVICE PROVIDER'S QUALIFICATIONS & EXPERIENCE

1. Experience of the service provider listing 3 different customers in the last 5 years, and as follows:

e. Wood or Synthetic Surfaces (Fences, Decks, Siding, etc.).

Client 1

Name _____

Contact Name _____

Contact Phone _____

Project Name _____

Brief description of the Work _____

Location Installation Date _____

Client 2

Name _____

Contact Name _____

Contact Phone _____

Project Name _____

Brief description of the Work _____

Location Installation Date _____

Client 3

Name _____

Contact Name _____

Contact Phone _____

Project Name _____

Brief description of the Work _____

Location Installation Date _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID

**PROPOSAL FORMS
Annual Contract for Pressure Washing Services
Gwinnett County, GA**

Please provide the following information on company letterhead.

Name of Firm _____

MANUFACTURER QUALIFICATIONS & EXPERIENCE – cont'd

- 2. Name and summary information about the manufacturer. The full legal name of manufacturer, the manufacturer's principal business office, number of and its regional/satellite offices, if any; and indicate the location(s) of the local office serving Gwinnett County. Give a brief summary on the manufacturer's history, business activities, size, total employees, officers, affiliates, subsidiaries, ownership and corporate data, as applicable to the provision of this proposal.

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

Federal Tax ID _____

Address _____

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

Representative Signature _____ Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____



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gwinnettcounty

Solicitation Name & No. BL042-15, Pressure Washing Services on an Annual Contract
CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

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

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
Rev. 6.20.13





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BL042-15, Pressure Washing Services on an Annual Contract

CODE OF ETHICS AFFIDAVIT

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

In accordance with Section 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)

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



GENERAL TERMS AND CONDITIONS

- I. The contract will be an “Open-Ended” with County requirements to be satisfied on an “as needed” basis.
- II. **COUNTY REQUIREMENTS:** This invitation and resulting annual contract will provide for the normal requirements of Gwinnett County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each service provider is obligated to deliver all articles and services that may be ordered during the contract term regardless of quantity or dollar volume.
- III. **WARRANTY AND/OR GUARANTY:** The bidder will provide to the County a statement which fully explains the conditions of Warranty and/or Guaranty. If no Warranty and/or Guaranty are applicable, it must be so stated. **NOTE: FAILURE TO RESPOND TO THE REQUIREMENTS OF THIS PARAGRAPH MAY RESULT IN THE BID BEING UNCONSIDERED.**
- IV. Service provider shall be responsible for County components or parts while in his possession, and shall make good any damage to such components or parts.
- V. Service provider shall conduct the work in such manner as to minimize disruption of Gwinnett County operations. Any deviation shall be handled on a case-by-case basis.
- VI. **OPTION TO AUDIT:** Successful service provider will be required to maintain complete records during the life of the contract and for a period of one year *after* completion of the contract. Such records are to be made available to the County if officially requested, and may be audited by a designated County staff or firm. If such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.
- VII. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and services of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.
- VIII. **RESPONSE TIME:** Service provider will acknowledge willingness to respond to regular service calls within five (5) business days after receipt of call or notification from the County. Within five additional business days, service provider will provided a Not-to-Exceed proposal, based on the rates in the Bid Schedule to complete the proposed work.
- IX. **FAMILIARITY WITH THE WORK:** Bidder acknowledges, by proposing on this contract that he/she has a full and complete understanding of the extent and nature of the work required and the conditions surrounding the performance.
- X. **CONDITION, WORKMANSHIP AND INSPECTION:** All work done under this contract will be performed in a skillful and competent manner. The County reserves the right to require that the successful service bidder(s) remove any of their own employees, agents, or sub service providers, whom the County deems incompetent or careless, from performing work on County facilities. The County reserves the right to inspect any work performed under this contract. Any inspection by the County does not relieve the successful bidder from any responsibility regarding defects or other failures to meet the contract requirements.
- XI. **CORRECTION OF WORK:** The successful service provider shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus

standards adopted by both government and industry governing the work. Service provider shall promptly repair any damage to structures, surfaces, and adjacent property caused by service providers work or personnel, whether observed before or after substantial completion of the work. If the County makes repairs the service provider will be billed for the cost of the repairs. The successful service provider will bear all costs of correcting such damage or rejected work.

XII. SERVICE PROVIDER RESPONSIBILITY:

1. As may be required to perform the level of effort described in the task order, the Service provider shall furnish all labor, materials, and equipment necessary for the performance of these efforts. The Service provider shall acquire or procure those incidental material items necessary to complete tasking.
2. The Service provider is solely responsible for obeying the requirements of any statutes, laws, regulations, executive orders, consent standards, or codes governing the type of work performed.
3. The Service provider is solely responsible for the safety of own employees while working on County-owned facilities and locations, when working in tanks and confined spaces. The Service provider shall comply with all regulations relating to federally mandated industrial safety, equipment tag out, and environmental control and shall perform atmospheric safety certification when work is required in tanks and unventilated (confined) spaces.
4. The Service provider shall be responsible for obtaining any permits and licenses that may be required by his personnel to support tasks performed under this contract, including any associated fees.
5. The Service provider shall ensure that all Service provider personnel performing any work in Confined Spaces are properly regulated, trained, equipped, and certified under CFR-29-1910.46.

XIII. TORT IMMUNITY: No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event, or failure to act.

XIV. ANY DEVIATION FROM SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY BIDDER.

XV. 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.

XVI. Service provider shall be responsible for safety conditions during the contract period, including the placing of any needed barriers or signs.

XVII. USUAL and CUSTOMARY RATES FOR SERVICE and REPAIR CONTRACTS: In maintenance, repair and service contracts *where total costs are not fixed*, but are based upon time and materials only; then, Gwinnett County reserves the right to verify that the Successful Bidder's prices are not in excess of usual and customary rates typically charged in the industry for the work requested. Should the County discover that the Successful Bidder is charging in excess of the usual and customary rates, then the County reserves the right to award such work outside the contract. In all such cases, Successful Service Provider shall furnish the County with a not-to-exceed cost and completion time prior to beginning any work. At no time will Successful Service Provider begin any work without prior approval from the Department or Division using the contract.

XVIII. AWARDS: Gwinnett County reserves the right to make no awards, partial awards (reduced quantities), multiple awards, one award for all items; or whatever the County deems to be in its best interest.

MINIMUM SPECIFICATIONS FOR BYPASS PUMPING SERVICES

1. GENERAL CONDITIONS:

1.1. Work Schedule:

- a. Service provider shall coordinate all work with the appropriate County personnel so that a Gwinnett County facility's functionality is not adversely impacted. Work shall not interfere with the receiving of critical shipments of operating materials and supplies nor hinder the day-to-day operation of the facility.
- b. The normal daytime schedule will vary between various departments. Service provider *may* be allowed access during off hours at the County's option.
- c. SPECIAL NOTIFICATIONS: Service provider shall notify appropriate division contact to obtain permission to begin work and shall not take any operating equipment out of service. Work shall be scheduled at least 48 hours in advance when possible. Note that County service demands shall dictate work schedules.

1.2. Site Conditions:

- a. Service provider shall be responsible for obeying each using facility's policies regarding use of parking spaces.
- b. Service provider shall be responsible for maintaining a hazard-free work area. All tools, equipment, materials, apparatus, supplies and parts shall be neatly stored in a designated area near the work site in full compliance with 1993 OSHA regulations.
- c. Service provider shall only work and set-up equipment within the area designated by the County. Full access to the existing facilities must be maintained at all times, unless directed otherwise on a specific assignment.
- d. Service provider may have limited use of 120-volt single phase, 208-volt 3-phase or 230-volt 3-phase electric power, where available.
- e. Service provider shall provide the necessary materials and equipment to obtain and transport water provided by the County from the County source to the area of work.
- f. Service provider shall be responsible for providing their own toilet facilities and fresh drinking water at remote sites where such facilities are not available.

1.3. Bid Pricing

The prices offered in the Bid Schedule shall be based on the following descriptions:

- a. Cold Water Pressure Washing Area Basis
Measurement – Measurement shall be based on the actual number of square feet of flat or vertical surface area, respectively, cleaned via pressure washing.
Payment – The unit price bid under this pay item shall include furnishing all labor, materials and equipment to provide pressure washing of structures and surface using cold water including fuel, ladders and scaffolding, protection of adjacent surfaces not to be cleaned, barricades, warning signs, run-off and pollution control, property protection measures, cleanup, and all related appurtenances for satisfactory completion of the work.
- b. Cold Water Pressure Washing Time Basis
Measurement – Measurement shall be based on the actual number of crew hours used to complete the work. A crew hour includes one pressure washing machine and the labor required for operation.
Payment – The unit price bid under this pay item shall include furnishing all labor, materials and equipment to provide pressure washing of structures and surface using cold water including fuel,

ladders and scaffolding, protection of adjacent surfaces not to be cleaned, barricades, warning signs, run-off and pollution control, property protection measures, cleanup, and all related appurtenances for satisfactory completion of the work.

c. Hot Water Pressure Washing Area Basis

Measurement – Measurement shall be based on the actual number of square feet of flat or vertical surface area, respectively, cleaned via pressure washing.

Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide pressure washing of structures and surface using hot water including fuel, ladders and scaffolding, protection of adjacent surfaces not to be cleaned, barricades, warning signs, run-off and pollution control, property protection measures, cleanup, and all related appurtenances for satisfactory completion of the work.

d. Hot Water Pressure Washing Time Basis

Measurement – Measurement shall be based on the actual number of crew hours used to complete the work. A crew hour includes one pressure washing machine and the labor required for operation.

Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide pressure washing of structures and surface using hot water including fuel, ladders and scaffolding, protection of adjacent surfaces not to be cleaned, barricades, warning signs, run-off and pollution control, property protection measures, cleanup, and all related appurtenances for satisfactory completion of the work.

e. Chemical Cleaning Accessories

Measurement – Measurement shall be based on the actual number of gallons of cleaning solution used to complete the work.

Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide chemical cleaning solutions for the pressure washing activities including chemical feed equipment and containment equipment for chemicals which pose an environmental risk.

f. Abrasive Cleaning Accessories

Measurement – Measurement shall be based on the actual number of pounds of abrasive cleaning materials used to complete the work.

Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide abrasive cleaning materials for the pressure washing activities including abrasive media feeding equipment and cleanup of media upon completion of work.

g. Power Man Lift Equipment

Measurement – Measurement shall be based on the actual number of hours a powered man lift is used to complete the work.

Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide power man lifting equipment for access to tall structures including transportation and delivery, additional personnel for operation, wheel mats for protection of surfaces driven over, and all safety equipment.

h. Traffic Control

i. Barricades

Measurement – Measurement shall be based on the actual number of barricades provided per day which are used to complete the work.

Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide and install barricades to limit vehicular access to work areas in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

- ii. Traffic Barrels
Measurement – Measurement shall be based on the actual number of traffic barrels provided per day which are used to complete the work.
Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide and install traffic barrels to guide vehicular traffic around and through work areas in accordance with the MUTCD.
- iii. Warning Signs
Measurement – Measurement shall be based on the actual number of traffic warning signs provided per day which are used to complete the work.
Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide and install traffic warning signs to guide vehicular traffic around and through work areas in accordance with the MUTCD.
- iv. Flagmen
Measurement – Measurement shall be based on the actual number of hours worked by flagmen to provide traffic control to complete the work.
Payment – The unit price bid under this pay item shall include furnishing all labor, materials, and equipment to provide traffic control flagmen to guide vehicular traffic around and through work areas in accordance with the MUTCD.

1.4. Extra Work:

In the event that extra work not specifically listed in either the SCHEDULE or minimum specifications is required, such work must be duly authorized in advance and in writing by the County at a fixed lump sum, based upon the time and materials prices bid, after the Service provider has provided: 1) a written and detailed cost breakdown, 2) estimated completion time and 3) justification for the work in question. Verbal agreements between Service provider and County employees shall not be binding.

1.5. Standards, Permits, and Licenses:

Service provider shall perform an on-site inspection of the proposed job-sites prior to submitting proposal for providing pressure washing services. Service provider shall familiarize themselves with the existing facilities, locations of the electrical equipment, and other details, which may affect their work. Drawings supplied by the County are assumed to be accurate; however, service provider is responsible for field checking all particulars, and familiarizing themselves with relevant conditions prior to performing any work.

1.6. On-site Inspection:

County may conduct inspections of the equipment and services provided to verify compliance with the contract, acceptable performance of the pressure washing and cleaning systems, and check for damage to County facilities and adjacent property.

2. BASIC REQUIREMENTS:

Service provider shall be responsible for furnishing all labor, materials, equipment, and accessories for cleaning and pressure washing County facilities in accordance with these documents. Service provider shall provide the pricing for labor, materials, and equipment to cover the complete costs for their services.

2.1. Minimum Pressure Washing Requirements

Service provider will be responsible for identifying the best method for cleaning the structures/surfaces identified by the County and clearly defining the method, equipment, and approach to be used in their work proposal. Items which must be considered for development of the work proposal include:

- a. Surface to be Cleaned – take into consideration the surface/structure to be cleaned and what equipment will be required for proper access. Additionally, consider the contaminant on the surface (mold/mildew, grease, clay/dirt, soot, etc.) and select the proper equipment and techniques accordingly.
- b. Equipment Pressure – provide and use pressure washing equipment which furnishes a pressure suitable for the surface being washed. Service provider will be responsible for any damage to surfaces due to excessive pressure.
- c. Protection of Adjacent Property – service provider shall provide the necessary equipment and materials to protect adjacent structures and property during pressure washing. Control overspray and prevent chemical cleaning agents from damaging surfaces not included in the work.
- d. Erosion Protection – protect the adjacent ground from erosion due to the run-off of the water used during pressure washing.
- e. Pollution Protection – when chemical cleaning agents are being used, provide the necessary means to protect surrounding property, especially streams and drainage channels, from contamination. If chemicals used pose an environmental risk, run-off from pressure washing activities is to be captured and not allowed to enter storm water drainage systems.
- f. Pedestrian Protection – where pressure washing is to be performed in areas with pedestrian traffic, provide the necessary barricades, covers, etc. to protect pedestrians from the work.
- g. Traffic Control – if pressure washing activities will impact vehicular traffic on public or private roads, or in paring areas, service provider is to provide the necessary traffic control devices to ensure safe flow of traffic through the work area. All traffic control measures are to be in compliance with the MUTCD.
- h. Freeze Protection – when pressure washing occurs during cold weather, service provider is to provide the necessary measures to prevent ice formation on roads, sidewalks, parking lots, or other areas used for pedestrian or vehicular traffic. If icing does occur, service provider shall provide warning signs and the necessary labor, equipment and materials to remove the ice (scraping, salt, etc.).

2.2. Access to Facilities

Service provider will be granted site access to any facilities authorized to be pressure washed under this contract. Service provider shall obtain allowable access and work times from the using County agency prior to submittal of the work proposal.

Service provider is responsible for providing all necessary equipment for accessing buildings, tanks, and other structures to be cleaned, including but not limited to ladders, scaffolding, man lifts, etc. Where a line item is not included on the Bid Schedule for particular equipment the cost of the equipment is to be included in the hourly rate for the pressure washing.

3. SPECIFIC REQUIREMENTS:

3.1. Request For Service

Upon receipt of a request for service, Service provider's agents shall coordinate and schedule a site inspection with the County representative to familiarize themselves with the existing site location and environment, and any other details that may affect the project cost estimate. Service provider shall then provide the County with a binding estimate for the project based upon the equipment and labor rates bid in the Bid Schedule. Service provider *may* at the request of the using County agency, be required to furnish a comprehensive bill of materials before authorization to begin is given. In all respects, Service provider must obtain approval from the County before beginning any billable work. Work exceeding the scope of the original binding estimate must be approved in writing by the using County Department or Division Director on a case-by-case basis before the fact, and only after Service provider has submitted a detailed

written explanation for the need, a firm not-to-exceed cost to complete the project, and a firm project completion date. Verbal agreements between the County and Service provider are not binding.

3.2. Invoice Documentation

Service provider shall, when contacted by a Gwinnett County agency, provide a binding estimate (Work Order) for pressure washing and cleaning services covered under this contract before beginning the work. This estimate shall detail labor, equipment and material costs by item number and rate; and shall indicate estimated completion date and time for the project. Invoices shall include the authorizing Departmental Purchase Order number and the contract number. All costs must be tied to the rates bid in the Bid Schedule. Upon receiving a written request from the Treasury and Accounting Services Division, Service provider shall provide a detailed cost breakdown of any particular invoice such that the County can drill-down to tie the job costs to the individual rates, overhead and profit as verification of contract compliance. Service provider is required to maintain a complete set of records including all supporting documentation and written correspondence for all work performed under this contract for the life of the contract plus one full year thereafter. The County reserves the right to access and to review any such records during this time period.

4. DISAGREEMENTS:

Should any disagreement of difference arise as to the estimate, quantities or classifications or as to the meaning of the specifications, or any point concerning the character, acceptability and nature of the work, the decisions of each using Department's Director or his designated County project inspector shall be final and conclusive and binding upon all parties to the contract. Payment will be made after completion of all work under this contract and final acceptance by Gwinnett County. Any invoices showing discrepancies will be withheld from payment until full documentation is provided. Such documentation shall verify Service provider costs of equipment used and labor upon request of the County.

STANDARD INSURANCE REQUIREMENTS

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

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

project/bid number.

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

Surety Bonds (If Required)

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

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

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

I. PREPARATION OF BIDS

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO BIDDERS

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

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually 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 bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid 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 was submitted.

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

Bid 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, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)

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

X. DISCOUNTS

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

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. 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 bidder to perform, and the bidder 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 bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make 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 contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from

monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles 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 invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder 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 bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

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

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with 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 Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material

and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

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

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

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor 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 are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by 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. Section 43-41-17).**

XXXI. INDEMNIFICATION

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

XXXII. CODE OF ETHICS:

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

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

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

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

XXXIII. PENDING LITIGATION:

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

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

1. 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.
2. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

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

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

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.