REQUEST FOR PROPOSAL:
RP010-16

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified providers to Provide School Flasher Control Systems, Licenses and Professional Services on an Annual Contract, with four options to renew, for the Gwinnett County Department of Transportation.

Proposals must be returned in a sealed container marked on the outside with the proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on March 17, 2016 at the Gwinnett County Purchasing Office, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for 10:00 A.M. on March 3, 2016 at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, GA 30046. All service providers are urged to attend. Questions regarding proposals should be directed in writing to Chris Duncan, Purchasing Associate II at 770-822-8741, Fax: 770-822-8735 or Christopher.Duncan@gwinnettcounty.com no later than 3:00 P.M. on March 8, 2016. Proposals are legal and binding upon the bidder when submitted. One unbound original and five (5) copies should be submitted.

All suppliers must submit with bid, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total bid per section made payable to the Gwinnett County Board of Commissioners. Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive. Failure to use Gwinnett County Bid Bond Form may result in bid being deemed non-responsive and automatic rejection may occur. Successful supplier will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. The bid bond, payment bond, and performance bond 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 proposal documents supersede any verbal or written prior communications between the parties. Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities, and to make an award deemed in its best interest.

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

Sincerely,

Christopher Duncan
Purchasing Associate II

The following pages should be returned with your proposal:
- Fee Schedule (in separate envelope), Pages 19-21
- Ethics Affidavit, Page 24
- Contractor Affidavit, Page 25
- Bid Bond, Pages 26-27
Request for Proposal

School Flasher Control System, Licenses, and Professional Services

For

Gwinnett County, GA

Requested By

Gwinnett County Board of Commissioners

For The

Department of Transportation
General Information

Definition of Terms
Several terms are used within this RFP that should be interpreted as:

1. Can/would like/optional – This information can be included in the RFP response but is not required and is not a judgment criteria, or the respondent has a choice to respond in a certain manner

2. Should/desired – It is strongly recommended that the response includes this information or covers this area, but is not required, and may be taken into consideration as a judgment criterion.

3. Must – Is required for the RFP response to be considered.

Gwinnett County Department of Transportation (herein DOT).
Gwinnett County Department of Information Technology Services (herein DoITS).
Gwinnett County Department of Transportation Traffic Control Center (herein TCC)

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

1. COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.

2. SUPPLEMENTAL AGREEMENT-means a written order to VENDOR signed by VENDOR and accepted by COUNTY, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

3. CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.

4. AGREEMENT EXECUTION-means the date on which the Agreement is fully executed by the VENDOR and COUNTY to perform the Work.

5. AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the VENDOR under this Agreement. CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.

6. VENDOR-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

7. DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.

8. DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the VENDOR may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

9. SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
10. **SUBVENDOR/SUBCONTRACTOR**-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with VENDOR or with any of its sub-vendors at any tier to provide a part of the Work called for by this Agreement.

11. **WORK**-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by VENDOR under this Agreement.

12. **LIAISON**-Representative of the COUNTY who shall act as Liaison between the County and the VENDOR for all matters pertaining to this Agreement, including review of VENDOR’S plans and work.

13. **CLIENT ENDPOINT**-A County owned, maintained, and controlled desktop, laptop, or other PC device primarily running Windows XP or 7.

14. **TIMER**-means the unit that will be installed in the flasher cabinet to replace the existing pager programmable time clock.

15. **SOFTWARE**-means a cloud-based software that is accessed via an internet browser using a unique user login and is used to manipulate the proposed timers.

16. **GPS**-means Global Positioning System

17. **NEC**-refers to the current edition of the National Electrical Code

18. **HTTP**-Hypertext Transfer Protocol

19. **HTTPS**-Hyper Text Transfer Protocol Secure

20. **XML**-Extensible Markup Language

21. **BANDWIDTH**-means data throughput between a client endpoint using the system and the cloud-based software servers via the County network connection to the Internet

**Overview**

Gwinnett County hereby solicits sealed, written proposals for the purchase of software, hardware, licenses, and professional services related to a school flasher control system solution. Proposals must be for cloud-based software with user web based access, and with no software or IT infrastructure for County to install or maintain. Proposals must include initial year pricing for equipment, installation assistance, training, and 5 years of cellular service for each unit. Proposals should also address ongoing access to the cloud-based software, equipment maintenance and replacement as options to renew for up to four (4) additional school years thru the end of the 2020-2021 school year.

Gwinnett County reserves the right to award the procurement of hardware, software, licenses, installation, training, etc. to a single vendor or different vendors as deemed in the County’s best interest.
Objective
Gwinnett County currently utilizes pager programmable time clocks to remotely provide time of day schedules to all school flashers within Gwinnett County. DOT desires to replace the existing 270 time clocks and central software, and to move to a cloud-based software solution that provides two-way communications between the TCC and the time clocks. The proposed solution must be able to be installed and operational prior to the start of the 2016-2017 school years for both Gwinnett County Public Schools and the City of Buford school system.

Scope
This RFP covers the purchase of all products and services related to the school flasher control system replacement solution, including installation, communications, ongoing support, and training services.

Solution Requirements

The proposed timers for the solution must:

- be a complete retro fit of the existing pager programmable time clock
- be able to perform in either AC or DC (solar) powered flasher cabinets with one model of timer
- be able to work with the existing cabinet wiring and connectors with relay outputs rated for 16A
- limit school flasher cabinet modifications to timer and antenna replacement only
- have an internal battery and battery charging/monitoring circuit to allow for notification of loss of power to the cabinet/timer for a minimum of 5 hours after power failure
- be capable of the timer being programmed locally via an Ethernet port using a laptop with a standard web browser
- have a local override switch to place the flasher in on, off, or schedule control
- monitor the lamp current to determine if both lamps of the school flasher are working or if only one lamp is working
- monitor signals such as AC power, battery voltage, solar charge voltage and integrated battery backup voltage
- store any events that occur in internal memory in the event communications is interrupted
- include 2 relay output so that it can control 2 flasher controller units
- function correctly between -34 degrees C and +74 degrees C
- utilize field initiated communications so when an abnormal event occurs and is detected by the timer it will immediately initiate the transfer of a data packet to the software to enable real-time alerting of response personnel
- utilize HTTP and HTTPS protocols, and XML data structures, for communications with the software
- operate without requiring a static IP address
- be capable of monitoring the door status of the cabinet
- have an integrated GPS
- communicate with the TCC via an integrated cellular modem in the timer that is 3G minimum with 4G being preferred
- include options for 1 year of cellular service or 5 years of cellular service for each timer with initial procurement
Delivery of the proposed timers should be in 3 equal shipments to the County during the following weeks:

- Week of May 16th
- Week of June 13th
- Week of July 11th

The proposed cloud-based software for the solution must have a user interface that shall provide, as a minimum, features to meet the following requirements:

1) General
   a. The user interface shall be web based, and to be able to be viewed using a browser such as Internet Explorer or Chrome. Systems that use remote desktop or similar to view a thick-client user interface will not be acceptable.
   b. The software shall require a user name and password to log on.
   c. It is desired that the software be able to utilize the County’s Active Directory for user name and password information.

2) Map Display
   a. The software shall include a scrollable, zoomable map display, with the school flashers shown as representative icons on the map. The map display must have option to select either satellite view or normal street map view. The map shall include the ability to see the school flashers from a street level view.
   b. The alarm status of the school flasher shall be clearly indicated on the icon on the map, so that the user can see quickly which school flashers are in alarm.
   c. The map display shall also include a list of school flashers, with the number and priority of alarms indicated on the list. School flashers in high priority alarm shall be moved to the top of the list, followed by medium priority, low priority and then finally by school flashers not in alarm.
   d. The icons shall change to be able to clearly indicate if a school flasher is offline.
   e. Clicking on the icon on the map shall expose a box with the current parameters of the school flasher shown.
   f. The default map display position and zoom shall be configurable by user, so that the user’s view will default to show the school flashers associated with that the user.

3) Regional School Flasher Grouping
   a. The software shall provide for school flashers to be logically grouped into regional groupings (for example, east or west; high schools only)
   b. The software user logon shall be configurable so that when a user logs on, the user has visible only the school flashers that belong to the group that the user is authorized to view.

4) School Flasher Detail Display
   a. It shall be possible to drill down, either from the map icon or from the list, to a device level detail for the school flasher, which as a minimum shall display the following parameters:
      i. The alarm status, with priority indicated, and a text description of the alarm (if an alarm is present for this device).
      ii. The time since the last communication with the device
iii. The following parameters (real time now values, minimum for the day values, maximum for the day values, and average for the day values)
   1. The AC mains voltage (value)
   2. The battery voltage (value)
   3. The battery back-up voltage (value)
   4. The solar charge voltage (value)
   5. The presence of AC power (OK or Fail)
   6. The current status of the school flasher (On or off, and whether under manual or schedule control)
   7. Flasher failure state (One flasher failure or both flasher failure)
   8. The cabinet door status (Open or Closed)
   9. Whether the school flasher is in local manual override control

iv. It shall be possible to view real time graphs of each of the value parameters in graphical form, over the recent one week period. This includes real time graphs of:
   1. The AC mains voltage
   2. The battery voltage
   3. The battery back-up voltage
   4. The solar charge voltage
   5. The Flasher failure state (one Flasher failure or both Flasher failure or okay)
   6. The status of the school Flasher state (schedule on, schedule off, manual on, manual off, local override on, local override off)

v. The graphs shall be displayed together in the detail display. Clicking on any of the graphs shall cause the graph selected to enlarge, so that additional detail can be seen.

5) School Flasher Individual Remote Override
   a. From the browser user interface it shall be possible to remotely override the state of the Flasher, and place the Flasher into state “manual on” or “manual off”.
   b. The flashers shall change state within 30 seconds of the command being issued.
   c. The user interface shall update within 60 seconds to show the actual state of the Flasher, so that the user can readily confirm that the remote manual override was successfully executed by the flasher.
   d. The graphical display of the flasher state shall be updated to “manual on” or “manual off”, as applicable, so that it is easy to see when the remote manual override command was issued.
   e. The remote manual override command shall be recorded in the user log so that an audit trail will be able to tell which user issued the remote manual override command.

6) School Flasher Scenario Remote Override
   a. It shall be possible to create Remote Scenarios in preparation for unexpected events that typically occur for school flashers. This includes being able to group school flashers into a district, and then turn the flashers in the district on; or off; or back to schedule using a single click on the user interface.
   b. Setting up and then using these scenarios shall make it easy to change the school flashers for weather events, early release and other short term changes to the scheduled operation of the flashers.
7) School Flasher Remote Scheduling
   a. It shall be possible to create scheduled events for the school flashers, and publish these schedules to the timer. The timer will then store locally in non-volatile memory and use the schedule to operate the school flasher at the correct time.
   b. The timer will update its internal time clock from the server and/or the GPS to ensure that the timer’s clock remains accurate to within 1 minute of the actual time.
   c. It shall be possible to schedule the school flasher plans to turn the flasher on or off by time of day; by day of week and by month of year.
   d. It shall be possible to include holiday schedules. These holidays should automatically turn the school flasher off during holidays. Holidays shall be date selectable.
   e. It shall be possible to publish the schedule to one flasher or a group of flashers simultaneously.
   f. The schedule shall display in summarized form the time, day(s) of week and month(s) of the year that the schedule is to operate in a summary form, so that it is easy to read the list of schedules.
   g. On the detailed display, the user interface shall display the date, time, and operation for the next seven scheduled events. In this way it shall be easy to understand the planned operation of the schedule that is currently published to the device.
   h. Only users with access rights will be able to change flasher schedules and holiday.
   i. The system must have the ability to determine if there is a “schedule mismatch”. This means the schedule that is stored in the central is different to the schedule in the devices. The system must indicate which devices have a schedule mismatch and users can see what caused this. Once an operator downloads the correct schedule these mismatches will clear.

8) Diagnostics and Log Display
   a. From the device level detail, it shall be possible to further drill down to get the raw data; the error logs; and the communications logs to allow a technician to fault-find problems on the software.
   b. It shall be possible to filter the logs by Device; by Device Type and/or by Group as well as between dates.
   c. It shall be possible to print these selected logs to a local printer or a PDF file.
   d. It shall be possible to export these logs to Excel on the local computer for further analysis.

9) Alarms
   a. The software shall have a comprehensive alarm generation capability
   b. It shall be possible to configure alarms to be generated on any parameter becoming out of tolerance, including analog values, digital values and enumerated values.
   c. Alarms shall include at a minimum: AC power failure; Low Battery Voltage; Low Solar Charge Voltage; One Flasher Failure and Both Flashers Failure
   d. Alarms shall be configurable to be of Low, High or Critical Priority.
   e. The alarm priority shall be displayed throughout the software, on all displays, using color codes such as red-critical; yellow – high; and amber-low to indicate the priority of the alarm.
   f. The current active alarms shall be accessible for view via an expandable window, to see which alarms are active and when the alarm occurred. The highest priority alarms shall rise to the top of the list.
10) Alerts
   a. The software shall have comprehensive alerting capability, to enable the response personnel to be notified when an abnormal situation has occurred.
   b. It shall be possible to configure alerts to one or more personnel for each alarm. This will cause, as selected, a text message and/or an email to be sent to the person when an alarm occurs.
   c. The alert shall be configurable to optionally send via email and/or via text message a message when an alarm clears.
   d. The intention is that the software provides the alerts to the user in near real time. The text message and email shall be issued within 30 seconds of the occurrence of an event which results in an alert being issued.

11) Reports
   a. It shall be possible to view reports on the screen, in the browser of the software, and if desired print the report to a printer or a PDF file.
   b. Alarm Activity Report
      i. The software shall include a report which shows the alarms activity for a period.
      ii. The Alarm Report shall indicate the time the alarm occurred; by color the priority of the alarm; whether it is still active; and if not active then the time that the alarm cleared.
      iii. It shall be possible to filter the alarms by Device Type; by Device and/or by Device Group as well as by date time to be able drill down into a large alarm list to be able to view, for example, the alarm activity for a particular school Flasher over a three month period
   c. User Activity Report
      i. The software shall include a report which shows user activity for a given period, to enable an audit of a user’s response to an alarm to be made.
      ii. The report shall show which screens the user viewed; when the screen was viewed, and the IP address of the computer from which the screen was viewed.
   d. School Flasher Operational Availability Report
      i. The software shall include a report which shows the overall operational availability of the County school flashers. The school flasher is available when not in an alarm condition such as power fail.
      ii. The report shall include information on what battery status, solar status, AC status and flasher status. These should show a color coded display on which flashers are functioning correctly and which flashers are starting to fail.
   e. Response Time for Fault Repair Report
      i. The software shall include a report which shows the response time to clear faults, for a given time frame (say 1 month).
      ii. This report will allow the user to determine the number of faults, and the total and average time to clear the fault.
      iii. This report will allow the response times by region to be compared.

The proposed training for the solution must:
   - cover how to setup a timer via a laptop
   - cover how to install and test a timer in the school flasher cabinet
   - cover how to utilize all aspects of the software detailed above
be provided at the TCC for up to 20 participants.

The proposed Field Installation Support for the solution must:

- provide qualified technical assistance during deployment of timers
- be available as a daily rate per individual
- be available with 3 business days' notice from DoT staff during deployment of the first shipment
- be available with 5 business days' notice from DoT staff during deployment of the second and third shipments

The proposed Identification of locations for High Gain Antenna Kit for the solution must:

- provide qualified technical assistance to identify locations that will have poor cellular reception
- identify all locations prior to the first shipment of timers and provide a list to DoT staff
- provide confirmation that a High Gain Antenna will provide the required signal strength

The proposed Implementation for the solution must address the following:

- setup of all flasher locations in the software map and list displays
- setup of all users of the system with their defined access level
- setup of flasher schedules for 2016-2017 school year
- setup of alarms and alerts
- setup of reports

**Design Considerations**

The successful vendor must provide responses of how the proposed solution will address the design considerations below as part of the proposal.

<table>
<thead>
<tr>
<th>Item</th>
<th>Design Consideration</th>
<th>Response</th>
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<tbody>
<tr>
<td>1</td>
<td>Provide the expected average and maximum bandwidth requirements of the system per client endpoint administering the system.</td>
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<td>2</td>
<td>How does the system make it easy to recognize which school beacons are in a fault condition?</td>
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<td>3</td>
<td>How does the system let the user/operator know that a school beacon has gone into fault?</td>
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<td>4</td>
<td>How can an operator change the schedule in the school beacon?</td>
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<td>Item</td>
<td>Design Consideration</td>
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<td>5</td>
<td>How does the system handle holidays and exception days?</td>
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<td>6</td>
<td>How can a user turn on/off multiple beacons in case of an emergency?</td>
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<td>7</td>
<td>How does the system monitor AC voltage, battery voltage and solar charge status?</td>
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<td>8</td>
<td>How does the system determine if the one or both beacon lamps have failed? Can it also support lamp out detection on single beacon systems?</td>
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<td>9</td>
<td>How does the system show the overall availability/reliability of the School Beacon on a weekly basis?</td>
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<td>10</td>
<td>Can the system be cloud based so the County does not need any IT infrastructure?</td>
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<td>11</td>
<td>Does the system require any special software to be installed to view faults and system status?</td>
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<td>12</td>
<td>How can an operator ensure the beacons in the field are running the correct schedules?</td>
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<td>13</td>
<td>How does the system display the urgency of the school beacon faults?</td>
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<td>14</td>
<td>How does the system communicate?</td>
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<td>15</td>
<td>How does the system make it easy to configure the system?</td>
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<td>16</td>
<td>How does the County purchase the data contracts?</td>
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<td>17</td>
<td>Does the system require any recurring yearly fees?</td>
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<td>18</td>
<td>On solar powered systems, will the system still provide the operators with and alarm/alert if the system battery is stolen?</td>
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<td>Item</td>
<td>Design Consideration</td>
<td>Response</td>
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<td>19</td>
<td>Can the County use its own cell provider?</td>
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<td>20</td>
<td>Are the clocks for AC and DC systems identical and interchangeable, and are the relays rated at 16 amps as required by NEC?</td>
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<td>21</td>
<td>What is the local presence for technology and installation support for the County?</td>
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</table>

**Vendor Qualifications**

The successful vendor must be certified through the manufacturer sales channel to sell, install, and support all aspects of the proposed solution. This will be demonstrated by a letter from a manufacturer channel representative.

**Experience and Expertise**

The vendor should demonstrate experience working in large, Public Sector environments by providing:

1. A minimum of three (3) customer references. Complete using the customer reference forms.
2. The customer references should be local government, state government, and large, Public Sector organizations in preferred order.

**Confidentiality**

The vendor and all personnel must be willing to sign confidentiality agreements and may be required to pass criminal background checks.

**Incomplete Projects**

The Vendor must list and explain all incidents within the last three (3) years wherein a contract was terminated prior to completion. Vendors must list all lawsuits in which the vendor and a customer were parties within the last five (5) years.

**Financial Stability**

The Vendor shall submit a statement of financial stability prepared by a recognized financial data service (e.g. Dunn and Bradstreet or Moody’s), or an audited financial statement for the previous three (3) years.

**Grading Criteria**

Emphasis for consideration will be placed upon how well the Vendor demonstrates an understanding of the challenges that must be overcome to successfully implement the solution, the solutions offered to overcome the challenges, the related experience of the staff proposed to work on the project, the completeness and reasonability of the proposed work plan, and cost.
All technical decisions should be explained in depth including why the specific solution was chosen, the positives and negatives of the chosen solution, and alternative solutions with the positives and negatives of those choices.

This RFP is issued in accordance with the Gwinnett County Policy for the Procurement of Professional Services, Competitive Proposals Selection Method. Therefore, both qualitative factors and price are to be considered; given that price is one of the selection criteria and not the final determinant. An RFP committee will be assigned to review, evaluate, and rank all responsive proposals utilizing an evaluation scoring system. Factors that will be considered in the evaluation of proposals will include, but not be limited to the following:

- Flexibility of solution to grow and change with environmental need
- Completeness of solution
- Technical features
- Vendor references
- Vendor warranty, training, support and maintenance offerings
- RFP response document completeness
- Costs of equipment, software, services, and maintenance
- The sufficiency of financial resources and ability of business to perform the contract
- Vendor experience and qualifications related to planning, delivering, and installing the system in a timely manner

The following point system will be used to evaluate the submitted proposals:

- Company Overview – Stability, Experience, and Expertise – 20 Points
  - Number of years and success of company in related markets
  - Certifications and Authorizations
  - Financial Statements
  - Executive Summary
- Product Information – Completeness of Product Offerings within Markets – 21 Points
  - Ability to address all requirements in RFP
  - Ability to expand and support other needs
  - Ability to manage solution with minimal staff intervention
  - Minimal impact on current systems/infrastructure
- Quality of Sample Project Proposal – 20 Points
  - Responses to Design Considerations
- Compliance with RFP format/Completeness – 10 Points
- Proposed Costs – 20 Points
  - Overall cost of components, software, licenses, implementation, training, and maintenance
- References – 9 Points
  - Up to three points per reference

**RFP Response**

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The required format is one that will coincide with the specifications given later in this RFP. The vendor’s degree of compliance with the requirements of the RFP will be a factor in the subsequent
evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study.

Company proposals will become part of the contract with Gwinnett County should they be selected under the RFP. Proposals should be submitted in the format, including heading descriptions outlined below. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

**Pricing worksheets should be in a separate sealed in envelope or other container and delivered with the RFP response.**

Proposers should note the following specifications regarding the Proposal:

- Marketing materials should not be submitted as documentation of the bidder’s ability to provide services.
- Sections should be tabbed and pages numbered consecutively for ease of review.
- Each question or statement should be reprinted in its entirety and followed by the response.
- If a question is not applicable or if there is no answer, so state.

With respect to preparing proposals, it is imperative that proposers respond to each question and provide the requested information as per this RFP. Additionally, the County prefers responses that exhibit the following characteristics:

- Simple, clear and concise responses (Note: brevity in response is strongly preferred but not at the expense of substance)
- Full/total costs disclosed **(in separate envelope)**
- Willingness to work as part of a team along with the County

Vendors may include anything unique in their proposed solution which they feel adds value to the products and services provided to Gwinnett County. These value additions must be explained, justified, and priced separately in the proposal.

The RFP response should contain:

1. Responses to each section/subsection/line item in the RFP noting the ability, inability, or limitations on meeting the requirements of that section/subsection/line item
2. Product offering and line cards covering both the general video surveillance and physical security markets and specific requirements from the proposal
3. Responses to Design Considerations section
4. Proposal for Sample Project
5. Cost Information
   5.1. Initial purchase costs of proposed items
   5.2. Recurring license and maintenance costs
   5.3. Hourly costs for services
5.4. Cost of training for proposed solution

5.5. Costs for Sample Project

Contents of Requirements response to Submittals(s)
The proposal should be organized according to the following format and include chapters for each of the following:

- Chapter 1 – Company Overview
- Chapter 2 – Executive Summary
- Chapter 3 – Product Information
- Chapter 4 – Experience, Qualifications, Design Considerations, and References
- Chapter 5 – Sample Purchase contracts
- Chapter 6 – Proposed Cost Forms (in separate envelope)

The Vendor is responsible for providing adequate support documentation to enable a thorough evaluation of the proposal.

Company Overview (Chapter 1)
This chapter is comprised, simply, as the company overview.

- Brief history of company and products
- Company financials (last three fiscal years)
- Management approach
- Industry innovations or best practices

Executive Summary (Chapter 2)
This chapter should include a short section describing your understanding of the requested information, as well as a summary of the proposal, Vendor qualifications and any other information the Vendor considers relevant.

Assumptions
Please list all assumptions made in preparation of this proposal.

Product Information (Chapter 3)

Product Information
Include information and literature on the various products or product lines proposed to meet the requirements of this RFP.

Sample Project
Proposed Project Plan and Bill of Materials.

Maintenance and Support Strategy
Please describe your proposal and plan to provide maintenance and support.

Training Strategy
Document the training strategy the vendor uses, including end users, administrators, and infrastructure support personnel. Include the method of training for each of these classifications, estimated duration of the training, and the method to be used to ensure that the training was successful.
Experience, Qualifications, and References (Chapter 4)

Experience and Qualifications
Describe your experience in School Flasher control deployments in the public sector. In your descriptions of qualifying experience, your response should include project descriptions, total workdays, costs, and starting and completion dates of projects successfully completed. Projects and Clients referred to should be identified.

Documentation of certifications, authorizations, etc.

Design Considerations
Provide a response to each question

References
Customer references

Sample Contracts (Chapter 5)
Respondents shall include sample contracts, including standard Purchase Agreements for review.

Pricing Worksheets (Chapter 6)
In order to completely understand the proposals submitted, the County requires that the Vendors complete the list of forms located later in the RFP. Electronic copies of the forms are provided to you.

Vendors must provide itemized costs for all products and services. Costs for all products and services proposed should be submitted on the forms provided.

Vendor shall hold firm terms and pricing for at least 12 months from the date of contract award.

Implementation costs and services shall cover all costs, including direct and overhead expenses. Travel, per diem and other miscellaneous costs should be included in this figure. This figure must be broken down as indicated in the format supplied.

Cost worksheets should be delivered in a sealed container, such as an envelope, separate from the RFP response.

Sample Project Worksheets
For situations where more than one solution is being offered to meet multiple needs, the pricing worksheet should be duplicated for each proposed use or solution.

Professional Service Rates
For the current and possible future deployment activities, provide fixed, minimum/maximum, and hourly labor rates (regular and overtime) including, but not limited to, the following:

- System Installation Services
- On-site moves, adds, and changes
- Remote software changes
- System design
- Training
PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
(For projects less than $5,000,000)

1. Statutory Workers' Compensation Insurance
   (a) Employers Liability:
       ✓ Bodily Injury by Accident - $100,000 each accident
       ✓ Bodily Injury by Disease - $500,000 policy limit
       ✓ Bodily Injury by Disease - $100,000 each employee

2. Commercial General Liability Insurance
   (a) $1,000,000 limit of liability per occurrence for bodily injury and property damage
   (b) The following additional coverage must apply:
       ✓ 1986 (or later) ISO Commercial General Liability Form
       ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
       ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
       ✓ Blanket Contractual Liability
       ✓ Broad Form Property Damage
       ✓ Severability of Interest
       ✓ Underground, explosion, and collapse coverage
       ✓ Personal Injury (deleting both contractual and employee exclusions)
       ✓ Incidental Medical Malpractice
       ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
   (a) $500,000 limit of liability per occurrence for bodily injury and property damage
   (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
   (c) Additional Insured Endorsement
   (d) Contractual Liability

4. Professional Liability Insurance - $1,000,000 (project specific for the Gwinnett County project) limit of liability per claim/aggregate or a limit of $1,000,000 per occurrence and $2,000,000 aggregate.
   ✓ Insurance company must be authorized to do business in the State of Georgia.
   ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
   Gwinnett County Board of Commissioners
   75 Langley Drive
   Lawrenceville, GA  30046-6935

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

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
   *See above note regarding Professional Liability

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.

12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.

13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.

16. Special Form Contractors’ Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.

17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.

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.
### Pricing Worksheets System Components

Reproduce this sheet to cover product sets, manufacturers, etc. that are responsive to this RFP. Examples are given:

<table>
<thead>
<tr>
<th>Description or submittal</th>
<th>Description of Pricing Model</th>
<th>MSRP</th>
<th>Gwinnett Price</th>
<th>Increase per Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retrofit School Flasher Timer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High Gain Antenna Kit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Programming Cable</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1 year of cellular service per Timer with initial deployment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 year renewal of cellular service per Timer for up to 4 annual renewals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 years of cellular service per Timer with initial deployment</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
## Services

Reproduce this sheet to cover product sets, manufacturers, etc. that are responsive to this RFP. Examples are given:

<table>
<thead>
<tr>
<th>Description or submittal</th>
<th>Description of Pricing Model</th>
<th>MSRP</th>
<th>Price</th>
<th>Increase per Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>User Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Installation Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identification of locations for High Gain Antenna Kit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Maintenance

Reproduce this sheet to cover product sets, manufacturers, etc. that are responsive to this RFP. Examples are given:

<table>
<thead>
<tr>
<th>Description or submittal</th>
<th>Description of Pricing Model</th>
<th>MSRP</th>
<th>Gwinnett Price</th>
<th>Increase per Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Software Support and Website Access</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Assistance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repair/Replacement of Timer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual cellular service subscription cost per timer after 5 years</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Certification of Non-Collusion in Proposal Preparation

(Signature) (Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the Gwinnett County Board of Commissioners, within one hundred and twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are proposed within the time specified in the cost/fee schedule.

Legal Business Name

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

Federal Tax ID

Address

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

Representative Signature

Print Authorized Representative's Name

Telephone Number Fax Number

E-Mail Address
References
Gwinnett County requests a minimum of three (3) references of work similar in size and scope as that requested. Each reference should include the project name, location, description (size and characteristics), date of completion, and a contact person, complete with phone number, address and email address. Additional references can be provided if desired.

1. Project Name: ____________________________________________________________
   Location: _________________________________________________________________
   Project Description (size and characteristics) __________________________________
   ____________________________________________________________
   ____________________________________________________________
   Date of Completion (Was the project completed on time): _______________________
   Contact Person: ___________________________________________________________
   Address: _________________________________________________________________
   County Sate Zip : _________________________________________________________
   Phone Number: ___________________________________________________________
   Email Address: ___________________________________________________________  

2. Project Name: ____________________________________________________________
   Location: _________________________________________________________________
   Project Description (size and characteristics) __________________________________
   ____________________________________________________________
   ____________________________________________________________
   Date of Completion (Was the project completed on time): _______________________
   Contact Person: ___________________________________________________________
   Address: _________________________________________________________________
   County Sate Zip : _________________________________________________________
   Phone Number: ___________________________________________________________
   Email Address: ___________________________________________________________
3. Project Name: 

Location: 

Project Description (size and characteristics): 

Date of Completion (Was the project completed on time): 

Contact Person: 

Address: 

County State Zip: 

Phone Number: 

Email Address:
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)
- [x] Disclosed information below (complete section 3 & section 4 below)

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

<table>
<thead>
<tr>
<th>Gwinnett County Elected Official Name</th>
<th>Gwinnett County Elected Official Name</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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</tr>
</tbody>
</table>

4. Sworn to and subscribed before me this
day of ____________, 20__

BY: ____________________________

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
CONTRACTOR AFFIDAVIT AND AGREEMENT

(THE 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   Date
BY: Authorized Officer or Agent  (Contractor Signature)
_________________________________________
Title of Authorized Officer or Agent of Contractor
Printed Name of Authorized Officer or Agent
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
__ DAY OF ________________, 201
____________________
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
Gwinnett County, Georgia  

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)  

(Address of Contractor)  

(Corporation, Partnership or Individual)  

hereinafter called Principal, and

(Name of Surety)  

(Address of Surety)  

a Corporation of the State of ______________, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners  
(Name of Obligee)  

75 Langley Drive, Lawrenceville, Georgia 30046  
(Address of Obligee)  

Thereinafter referred to as Obligee: in the penal sum of ____________________ Dollars ($ ) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Gwinnett County, Georgia, a proposal for furnishing materials, labor, and equipment for:  

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Gwinnett County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Gwinnett County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Gwinnett County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Gwinnett County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.
Gwinnett County, Georgia

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this ________ day of ____________, A.D., 20______.

ATTEST:

__________________________________________
(Principal)

__________________________________________
(Principal Secretary)

(Principal)

By: ______________________________

__________________________________________
(Address)

__________________________________________
(Surety)

ATTEST:

__________________________________________
(Address)

__________________________________________
(Attorney-in-Fact)

Resident or Nonresident Agent

__________________________________________
(SEAL)

__________________________________________
(Address)

__________________________________________
(Witness as to Principal)

__________________________________________
(Address)

__________________________________________
(Witness as to Surety)

__________________________________________
(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a

(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of __________, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners

(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046

(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _______________________________ Dollars

($____________________) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.
PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.
NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.
BOND #

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a 
(Corporation, Partnership or Individual)
hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _________, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of ________________

Dollars

($________________________) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in
any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)
ATTEST: ____________________________

(Principal)

By: ____________________________

(Address)

(Principal Secretary)

By: ____________________________

(Address)

(SEAL)

(Witness as to Principal)

(Address)

(Surety)

By: ____________________________

(Address)

(Associate-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

BONDING AGENT CONTACT INFO

Print Name______________________________________________

Company Name__________________________________________

E-Mail___________________________________________________

Phone__________________________________________________

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on
the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State
where the Project is located.
This CONTRACT made and entered into this __________ day of __________________, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and, (Party of the Second Part, hereinafter called the "Service Provider").

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

1. TERM:
This contract shall commence __________, for a one year period with one option to renew for an additional one year period.

2. ATTACHMENTS:
Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the County during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County's contract documents and the Bid, the County's contract documents shall control.

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

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

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

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

6. TERMINATION FOR CAUSE:
The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.
7. TERMINATION FOR CONVENIENCE:
The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

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

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

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

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

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

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

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

GWINNETT COUNTY, GEORGIA

By: ________________________________
    Charlotte J. Nash, Chairman
    Gwinnett County Board of Commissioners

ATTEST:

______________________________
Signature

Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS TO FORM:

______________________________
Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER:________________________

BY: ________________________________
    Signature

______________________________
Print Name

______________________________
Title

ATTEST:

______________________________
Signature

______________________________
Print Name
    Corporate Secretary
    (Seal)
Buyer Initials: CD

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

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

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

__ Specifications are unclear.

__ Unable to meet specifications

__ Unable to meet bond requirements

__ Unable to meet insurance requirements

__ Our schedule would not permit us to perform.

__ Insufficient time to respond.

__ Other

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

COMPANY NAME

_________________________________________________________________________

AUTHORIZED REPRESENTATIVE

SIGNATURE
I. PREPARATION OF PROPOSALS
   A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer’s risk.
   
   B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
   
   C. 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 proposer(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 proposer should state time of proposed delivery of goods or services.
   
   B. Words such as “immediate,” “as soon as possible,” etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS
   Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. It is the proposer’s responsibility to ensure that they have all applicable addenda prior to proposal submittal. This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.
IV. SUBMISSION OF PROPOSALS
A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer’s request and expense if testing does not destroy items.

D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer’s literature may be furnished.

F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.

H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

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

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

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

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

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

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

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

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

X. DISCOUNTS
A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.

B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD
A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.

C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal,
only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.

E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

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

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

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

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

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

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (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**
Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

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

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

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

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

XXI. **SUBSTITUTIONS:**
Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. **INELIGIBLE PROPOSERS**
The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. **OCCUPATION TAX CERTIFICATE**
Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.
XXIV. **PURCHASING POLICY AND REVIEW COMMITTEE:**
The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. **AMERICANS WITH DISABILITIES ACT:**
All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to 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.

XXVIII. **STATE LAW REGARDING WORKER VERIFICATION**
Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform 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.

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

XXXIV. **ELECTRONIC PAYMENT**
Vendors accepting procurements should select one of Gwinnett County’s electronic payment options.

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

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

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

For more information about Electronic Payments, please 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 north 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 to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2ND Floor.