



September 30, 2020
REQUEST FOR PROPOSAL
RP021-20

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified Service Providers for the **Provision of Custodial Services at Various County Facilities on an Annual Contract** for the **Department of Support Services**.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 p.m. local time on Monday, November 9, 2020** at the Gwinnett County Financial Services - Purchasing Division – 2nd 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 Service Providers will be read at 3:00 p.m. A list of Service Providers submitting proposals will be available the following business day on our website www.gwinnettcountry.com.

Site visits are scheduled for **October 12, 2020 through October 16, 2020**. A schedule is included for locations and times. All interested parties are urged to attend. Gloves and/or mask may be required at certain locations.

Questions regarding proposals should be directed to Marlo Puckett, Purchasing Associate III at marlo.puckett@gwinnettcountry.com no later than **Tuesday, October 20, 2020 at 3:00 p.m.** Proposals are legal and binding upon the bidder when submitted. One unbound original, four (4) exact copies, and one electronic copy should be submitted. **The fee schedule is to be submitted in a separate sealed envelope and should not be included in the copies mentioned above.**

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

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

The written proposal documents supersede any verbal or written prior communications between the parties. Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcountry.com and companies submitting a proposal will be notified via email. We look forward to your proposal and appreciate your interest in Gwinnett County.

Marlo Puckett, CPPB
Purchasing Associate III

The following pages should be returned with your proposal:

Fee Schedule (Return in a separate envelope) Pages 21-23
Service Provider Information, Page 24
References, Pages 29-30
Code of Ethics Affidavit, Page 31
E-Verify Affidavit, Page 32

SCHEDULE FOR SITE VISITS**Monday, October 12, 2020**

Time	Facility	Address
9:00 AM - 9:30 AM	Snellville Tag Office	2845 Lenora Church Road, Snellville, GA 30078
9:30 AM - 10:00 AM	Snellville Library Branch	2740 Lenora Church Road, Snellville, GA 30078
10:15 AM - 10:45 AM	Centerville Library Branch and Community Center (Building 1) Central Lobby	3025 Bethany Church Road, Snellville, GA 30039
10:45 AM - 11:15 AM	Centerville Library Branch and Community Center (Building 2)	3025 Bethany Church Road, Snellville, GA 30039
1:30 PM - 2:00 PM	Grayson Library Branch Suite 300 Health Services lobby in the middle of the building	700 Grayson Parkway, Grayson, GA 30017
2:15 PM - 3:15 PM	Gwinnett County Central Services	455 Grayson Hwy, Lawrenceville, GA 30046
3:30 PM - 4:30 PM	Gwinnett County Courts Annex Main lobby by elevators past the security screening	115 Stone Mountain Street, Lawrenceville, GA 30046
4:30 PM - 5:00 PM	Gwinnett County Government Annex Main lobby by elevators	750 South Perry Street, Lawrenceville GA 30046

Tuesday, October 13, 2020

Time	Facility	Address
9:00 AM - 10:00 AM	Norcross One Stop Center Main front lobby	5030 Georgia Belle Court, Norcross, GA 30093
10:15 AM - 11:00 AM	Lilburn Library Branch and City Hall Central lobby	340 Main Street, Lilburn, GA 30047
11:15 AM - 11:45 AM	Mountain Park Library Branch	1210 Pounds Road, Lilburn, GA 30047
1:30 PM - 2:00 PM	Five Forks Library Branch	2780 Five Forks Trickum Road, Lawrenceville, GA 30044
2:15 PM - 2:45 PM	Lawrenceville Library Branch and Administrative Offices	1001 Lawrenceville Highway, Lawrenceville, GA 30046
3:00 PM - 3:30 PM	Lawrenceville Senior Center	225 Benson St., Lawrenceville, GA 30046
3:40 PM - 4:10 PM	Gwinnett Entrepreneur Center Under renovation – YOU MUST HAVE A HARD HAT to see inside this facility	405 N. Perry St., Lawrenceville, GA 30045

Wednesday, October 14, 2020

Time	Facility	Address
8:50 AM - 9:00 AM	Norcross Branch Library/ NEW This location is under construction – unescorted drive-by only	5735 Buford Hwy, Norcross, GA 30071
9:00 AM - 9:30 AM	Norcross Library Branch	6025 Highway 23, Norcross, GA 30071
9:40 AM - 10:10 AM	Peachtree Corners Tag Office	6135 Peachtree Pkwy Suite 201B, Peachtree Corners, GA 30092
10:20 AM - 10:50 AM	Atlanta-Carolinas HIDTA Offices Front Entrance	3587 Parkway Lane, Norcross, GA 30092
11:00 AM - 11:30 AM	Peachtree Corners Library Branch	5570 Spalding Drive, Norcross, GA 30092
1:50 PM - 2:00 PM	Duluth Branch Library / NEW This location is under construction – unescorted drive-by only	3215 Main Street, Duluth, GA 30096
2:00 PM - 2:30 PM	Duluth Library Branch	3480 Duluth Park Lane, Duluth, GA 30096
2:40 PM - 3:10 PM	Suwanee Library Branch	361 Main Street, Suwanee, GA 30024
3:20 PM - 3:50 PM	Buford-Sugar Hill Library Branch	2100 Buford Highway, Buford, GA 30518
4:00 PM - 5:00PM	Buford One Stop Center Main lobby reception desk through the center entrance of the building	2755 Sawnee Avenue, Buford, GA 30518

Thursday, October 15, 2020

Time	Facility	Address
9:00 AM - 9:30 AM	Medical Examiner's Office and Morgue Front public entrance. Excludes autopsy room.	320 Hurricane Shoals Road, Lawrenceville, GA 30046
9:30 AM - 10:00 AM	Georgia Department of Driver Services Front public entrance	310 Hurricane Shoals Road, Lawrenceville, GA 30046
10:10 AM - 10:40 AM	DOT Central Facility Front public entrance	620 Winder Highway, Lawrenceville, GA 30045
10:45 AM - 11:15 AM	Animal Welfare Center Main public entrance in the middle of the building. Excludes kennel areas.	884 Winder Hwy, Lawrenceville, GA 30045
11:30 AM - 12:00 PM	Dacula Library Branch	265 Dacula Road, Dacula, GA 30019

Friday, October 16, 2020

Time	Facility	Address
9:00 AM - 9:30 AM	Hamilton Mill Library Branch	3690 Braselton Highway, Dacula, GA 30019
9:45 AM - 10:15 AM	Mall of Georgia Tag Office	2735 Mall of Georgia Blvd, Buford, GA 30519
10:30 AM - 11:00 AM	Collins Hill Library Branch	455 Camp Perrin Road, Lawrenceville, GA 30043
11:15 AM - 11:45 AM	Fleet Management Facility	620 Swanson Drive, Lawrenceville, GA 30043
11:45 AM-12:15 PM	Gwinnett County Senior Services	567 Swanson Drive, Lawrenceville, GA 30043

PROVISION OF CUSTODIAL SERVICES AT VARIOUS GWINNETT COUNTY FACILITIES ON AN ANNUAL CONTRACT

I. Introduction

The Operations and Maintenance Division of the Gwinnett County Department of Support Services is soliciting proposals from qualified Service Providers for the provision of custodial services at various County facilities. The facilities are listed below. Service Locations and Schedules and in included in Section II and Scope of Services is included in Section III. The selected Service Provider shall coordinate work schedules with the County and with the requirements of each facility. The Operations and Maintenance Division has determined that grouping these facilities into three Custodial Service Sectors is the most beneficial way of managing custodial functions. The scope of services may be affected by the impacts of COVID-19.

I.A. Basic Custodial Services for Sector A Facilities

Facilities:

1. Animal Welfare Center
2. Buford-Sugar Hill Library Branch
3. Buford One Stop : Health Services, Community Center, Senior Center
4. Collins Hill Library Branch
5. Dacula Library Branch
6. Gwinnett Entrepreneur Center
7. Gwinnett County Justice and Administration Center and Courthouse Addition
8. Hamilton Mill Library Branch
9. Mall of Georgia Tag Office
10. Suwanee Library Branch

I.B. Basic Custodial Services for Sector B Facilities

1. Atlanta-Carolinas HIDTA Offices
2. Department of Transportation Central Facility
3. Duluth Library Branch
4. Fleet Management Facility
5. Georgia Department of Driver Services
6. Gwinnett County Senior Services
7. Lawrenceville Library Branch and Administrative Offices
8. Lilburn Library Branch and City Hall
9. Medical Examiner's Office and Morgue
10. Norcross Library Branch
11. Norcross One Stop: Tag Office, Health Services, Senior Center, Head Start School
12. Peachtree Corners Library Branch
13. Peachtree Corners Tag Office

I.C. Basic Custodial Services for Sector C Facilities

1. Centerville Library and Community Center
2. Centerville Senior Center
3. Five Forks Library Branch
4. Grayson Library Branch
5. Gwinnett County Central Services: Elections, Health Services, Records Management
6. Gwinnett County Courts Annex
7. Gwinnett County Government Annex: Lawrenceville Tag Offices, Employee Wellness Center, Other Offices
8. Lawrenceville Senior Center
9. Mountain Park Library Branch
10. Snellville (Elizabeth Williams) Library Branch
11. Snellville Tag Office

The following activities or work items also are included under the Scope of Services to be provided as requested and authorized by the County and will be compensated as stated for each item.

I.D. Additional Custodial Services

The contract will be on an annual basis with four (4) one (1) year options to renew.

II. Service Locations and Schedules

The following facilities will generally receive either Day Porter services, after hours cleaning, or both. Some facilities must be cleaned only during specific hours of the day when facility staff is present. Day Porter service refers to a set time, while other cleaning can be completed within a range of hours. Heavy floor cleaning is expected to be completed by specialized floor cleaning staff after hours or scheduled in some facilities in addition to Day Porter service. Annual pricing in the Fee Schedule will include all required cleaning, travel time, and vehicle usage. The time stated for Day Porters is the actual time staff must be on site. The square footage listed generally refers to the entire available facility space, and the actual service areas may be less. Section III Scope of Services lists a detailed description of each facility along with the requirement for including cleaning supplies and consumables. Facilities have differing hours of operation. Where multiple operational departments occupy a building, varied cleaning schedules may be required. It is strongly encouraged that potential service providers visit all facilities prior to submitting a proposal to verify conditions.

A. Basic Custodial Services for Sector A Facilities

Facility Location	Area (square feet)	Service Days	Service Times
1. Animal Welfare Center 884 Winder Hwy Lawrenceville, GA 30045 (excluding kennel areas)	10,000	6 Days Monday-Saturday	Between 8 pm-8 am
2. Buford-Sugar Hill Library Branch 2100 Buford Highway Buford, GA 30518	10,164	7 Days	Between 10:30 pm-8 am
3. Buford One Stop Center 2755 Sawnee Avenue Buford, GA 30518	24,415	5 Days Monday-Friday	Between 7 pm-7 am
4. Collins Hill Library Branch 455 Camp Perrin Road Lawrenceville, GA 30043	20,745	7 days	Between 10:30 pm-8 am
5. Dacula Library Branch 265 Dacula Road Dacula, GA 30019	20,540	7 days	Between 10:30 pm-8 am
6. Gwinnett Entrepreneur Center 405 N. Perry St. Lawrenceville, GA 30045	6,000	7 Days	Anytime
7. Gwinnett County Justice and Administration Center 75 Langley Drive Lawrenceville, GA 30046	508,000	5 days Monday-Friday	6 Day Porters FT 5 pm-2 am (Labor Only)
8. Hamilton Mill Library Branch 3690 Braselton Highway Dacula, GA 30019	20,850	7 days	Between 10:30 pm-8 am
9. Mall of Georgia Tag Office 2735 Mall of Georgia Blvd Buford, GA 30519	4,800	5 Days Monday-Friday	1 Day Porter PT 3 pm-5 pm
10. Suwanee Library Branch 361 Main Street Suwanee, GA 30024	20,477	7 days	Between 10:30 pm-8 am

B. Basic Custodial Services for Sector B Facilities

Facility Location	Area (Square Feet)	Service Days	Service Times
1. Atlanta-Carolinas HIDTA Offices 3587 Parkway Lane Norcross, GA 30092	43,942	5 Days Monday-Friday	1 Day Porter FT 8 am-5 pm
2. DOT Central Facility 620 Winder Highway Lawrenceville, GA 30045	63,629	5 Days Monday-Friday	1 Day Porter PT 9:30 am-4 pm
3. Duluth Library Branch 3480 Duluth Park Lane Duluth, GA 30096	10,499	7 days	Between 10:30 pm-8 am
3. Duluth Branch Library / NEW 3215 Main Street Duluth, GA 30096	22,000	7 Days	Between 10:30pm-8am
4. Fleet Management Facility 620 Swanson Drive Lawrenceville, GA 30043 (Administrative areas only)	5,000	5 Days	Between 8 am-5 pm
5. Georgia Department of Driver Services 310 Hurricane Shoals Road Lawrenceville, GA 30046	10,344	5 Days Tuesday- Saturday	Between 7 pm-7 am
6. Gwinnett County Senior Services 567 Swanson Drive Lawrenceville, GA 30043	20,000	5 Days Monday-Friday	Between 5 pm-8 am
7. Lawrenceville Library Branch and Administrative Offices 1001 Lawrenceville Highway Lawrenceville, GA 30046	28,309	7 days	Between 10:30 pm-8 am
8. Lilburn Library Branch and City Hall 340 Main Street Lilburn, GA 30047	47,213	7 Days	Library: Between 10:30 pm-8am including Restrooms & Lobby City Hall: 1 Day Porter 5 Days Monday- Friday 9:30 am-4 pm
9. Medical Examiner's Office and Morgue 320 Hurricane Shoals Road Lawrenceville, GA 30046 (Excluding autopsy room)	13,000	5 Days Monday-Friday	1 Day Porter PT 4 pm-8 pm
10. Norcross Library Branch 6025 Highway 23 Norcross, GA 30071	10,260	7 days	Between 10:30 pm-8 am
10. Norcross Branch Library/ NEW 5735 Buford Hwy Norcross, GA 30071	22,000	7 Days	Between 10:30pm-8am
11. Norcross One Stop Center 5030 Georgia Belle Court Norcross, GA 30093	53,637	5 Days Monday-Friday	Head Start: Between 5 pm- 7am Health Services: Between 7 pm-7 am Tag Office, Senior Center, Common Areas: 1 Day Porter PT: 10:30 am-5 pm
12. Peachtree Corners Library Branch 5570 Spalding Drive Norcross, GA 30092	14,852	7 days	Between 10:30 pm-8 am
13. Peachtree Corners Tag Office 6135 Peachtree Pkwy Suite 201B Peachtree Corners, GA 30092	3,894	5 days Monday-Friday	1 Day Porter PT 3 pm-5 pm

C. Basic Custodial Services for Sector C Facilities

Facility Location	Area (Square Feet)	Service Days	Service Times
1. Centerville Library Branch and Community Center (Building 1) 3025 Bethany Church Road Snellville, GA 30039	22,375	7 days	Library: Between 10:30 pm-8am including Restrooms and Lobby Community Center: 5 days Monday-Friday between 5 pm-8 am
2. Centerville Senior Center 3025 Bethany Church Road Snellville, GA 30039 (Building 2)	9,342	5 Days Monday-Friday	Between 5 pm-8 am
3. Five Forks Library Branch 2780 Five Forks Trickum Road Lawrenceville, GA 30044	20,135	7 days	Between 10:30 pm-8 am
4. Grayson Library Branch 700 Grayson Parkway Grayson, GA 30017	20,540	7 days	Between 10:30 pm-8 am
5. Gwinnett County Central Services 455 Grayson Hwy Lawrenceville, GA 30046 (excluding storage areas)	90,000	5 Days Monday-Friday	Health Services and Hallways: Between 7 pm-7 am 1 Day Porter PT 9:30 am-4 pm
6. Gwinnett County Courts Annex 115 Stone Mountain Street Lawrenceville, GA 30046	95,000	5 Days Monday-Friday	8 Day Porters PT 6 am-8 am -Full Cleaning 2 Day Porters FT 8 am-5 pm
7. Gwinnett County Government Annex 750 South Perry Street Lawrenceville GA 30046	44,836	5 Days Monday-Friday	1 Day Porter FT 10 am-7 pm
8. Lawrenceville Senior Center 225 Benson St. Lawrenceville, GA 30046	12,000	5 Days Monday-Friday	Between 5 pm-8 am
9. Mountain Park Library Branch 1210 Pounds Road Lilburn, GA 30047	10,260	7 days	Between 10:30 pm-8 am
10. Snellville Library Branch 2740 Lenora Church Road Snellville, GA 30078	10,260	7 days	Between 10:30 pm-8 am
11. Snellville Tag Office 2845 Lenora Church Road Snellville, GA 30078	3,964	5 Days Monday-Friday	1 Day Porter PT 3 pm-5 pm

D. The County may request additional temporary or one-time custodial services on an as-needed basis to be charged by the hour. The Service Provider will provide the County with a written quote confirming the project scope and describing the expected costs for personnel, equipment and materials. The Contractor's quote will be submitted under the terms, conditions and rates in this contract. The Service Provider will perform the work when provided a written authorization by the County. However, the County reserves the right to solicit quotes from other Service Providers to complete the work. Compensation for the Service Provider will be on a "time and material" basis for the work actually performed. Service Provider must submit receipts for materials and equipment used upon request. The maximum markup on materials used is 10%, and no markup will be paid for rental of equipment. The fee amount shall be the hourly labor rate per person for the specified number of hours and will be inclusive of travel time and vehicle usage. The actual hours to be utilized are variable, and there is no minimum guaranteed by the County.

E. Holiday Schedules

Facilities are expected to be closed on the holidays listed in the following table. No custodial service is required on these days or evenings, but holidays that fall on a weekend may be observed on the Friday before or Monday after the actual holiday. There will be some variation between facilities for holidays observed, and some facilities may have one department operational while others are closed. Cleaning of common areas will be required in these facilities as long as any part of the facility is operational. The total annual cost of services provided in the Fee Schedule shall take into account that services will not be provided on planned holidays. Observed holidays are subject to change.

	County Departments *General Buildings *Tag Offices *Senior Centers	Libraries	Health Services	Atlanta- Carolinas HIDTA Office	Georgia Department of Driver Services
New Year's Day	✓	✓	✓	✓	✓
Martin Luther King Jr. Day	✓	✓	✓	✓	✓
Presidents Day	✓	✓		✓	✓
Easter Day		✓			
Memorial Day	✓	✓	✓	✓	✓
Independence Day	✓	✓	✓	✓	✓
Labor Day	✓	✓	✓	✓	✓
Columbus Day				✓	✓
Veterans Day	✓	✓	✓	✓	✓
Thanksgiving Day	✓	✓	✓	✓	✓
Day after Thanksgiving Day	✓	✓	✓		✓
Christmas Eve	✓	✓	✓		✓
Christmas Day	✓	✓	✓	✓	✓
Day after Christmas		✓			

F. Adding, Removing, Changing Locations

The County reserves the right to add facilities during the contract period at mutually agreeable and comparable rates; to delete facilities for operational needs to make changes to the level of service at each facility; to change the scheduling of services; and to request one-time services that will be compensated separately from the basic service rate. Service Providers must price all changes or increases to services on the existing cost per area of services in the same or a similar facility.

III. Scope of Services

A. Basic Service

All areas listed in the Request for Proposal shall be maintained to meet the standards and expectations determined by the Gwinnett County Department of Support Services Operations and Maintenance Division. The services shall include all functions normally considered to be a part of custodial work. Surfaces will be cleaned to remove dirt and sanitized to kill bacteria and viruses. Unless otherwise noted for each facility, the Service Provider shall provide as part of the basic service charge all labor, supervision, materials, equipment, and cleaning products necessary to perform satisfactorily the scope of work in the contract and all consumables to include hand soaps, sanitizers, disinfectants, paper towels, toilet paper, sanitary wipes, toilet seat covers, trash bags, and batteries for dispensers. All consumables are to be used as supplied and recommended by the manufacturer; it is not permissible to alter or dilute soaps, sanitizers, and disinfectants. All services are to be provided for the public entrance ways and interiors of the specified buildings, including daily removal of trash from and cleaning of exterior trash bins on the properties serviced.

Service Provider shall notify the Operations and Maintenance Division daily of faulty or broken dispensers and of any other maintenance needs including plumbing, electrical, or HVAC problems, or damage or vandalism to the property. The County will arrange for repairs.

Basic services for all facilities include familiarity with accessing and leaving the building procedures using badges, keys, or access codes without setting off alarms or allowing unauthorized personnel into the facility. An emergency contact phone number must be provided to the Operations and Maintenance Division and must be staffed at all times when cleaning is scheduled at any facility. Additionally, an email address should be provided for communication of non-emergency requests.

Service Providers will not store equipment on site at any facility where only after-hours cleaning is provided. Service Provider's equipment will only be stored in buildings where a Day Porter is assigned. Water, electricity, and limited storage space will be available at all facilities for the on-site storage of consumables. If utilities are not available at a facility on a given day, Service Provider will still provide a limited cleaning of the facility. All lights must be turned off after night cleaning is completed.

Basic Service includes weekly buffing of VCT floors, which can mostly be completed during normal hours, and monthly power scrubbing of tile floors to be completed after hours in most facilities unless otherwise approved by the County. Service Provider will submit within the first 30 days of the contract the regular monthly schedule of tile floor scrubbing for each facility where it is required and notify Operations and Maintenance Division by the same day at latest if a facility cannot be completed on schedule. Basic Service also includes annual stripping and waxing of VCT floors, to be completed after hours, and scheduled with each facility manager and the Operations and Maintenance Division. Unless otherwise specified, the County requires Service Provider to strip existing wax to a bare clean surface with no streaks or dirt to be waxed over; apply six (6) coats of wax; and machine polish floors with a non-skid gloss finish.

B. Day Porters

Day Porters are responsible for monitoring, maintaining, and responding to emergency cleaning requests in the entire facility where they are assigned. They will also take direction from the facility managers and from the Operations and Maintenance Division staff. Emergency response includes cleanup of bodily discharge including vomit, urine, feces, and blood. Day Porters must have access to masks, gloves, shoe covers, and protective gowns to be provided by the Service Provider.

Service Provider must provide an emergency contact phone number to Operations and Maintenance Division staff and to management staff at each facility where a Day Porter is stationed. The Day Porter must be present at all times when a Day Porter is scheduled.

Where night cleaning is requested in addition to a Day Porter, floor cleaning should be completed at night as much as possible to avoid exposing staff and public to slippery floors. Where only a Day Porter is scheduled, it is expected that floors will be mopped in sections and appropriate caution signs be used and removed after 30 minutes as the floor dries. Caution signs must not be left up throughout the day and must be out of view when not in use. Day Porters are not to perform stripping and waxing of floors during normal hours of facility operation.

Day Porters shall wear appropriate clothing to include black or khaki slacks, black non-slip shoes, and a polo-type shirt. The County will have final approval of clothing styles and colors. Clothing shall be free of visible stains and odors and will not have writing or illustrations other than the Service Provider's logo. Day Porters should have backup clothing with them in case of accidental staining.

Full-time Day Porters are expected to work a 9-hour shift with 1-hour mid-shift break. Part-time Day Porters scheduled to work a 6.5 hour shift will take a 30-minute mid-shift break. Hours will be calculated from the time the Service Provider's personnel arrive at a service location until they leave the site. Travel time to and from the service location will not be compensated on an hourly basis, so the Service Provider should include in its hourly rates an allocation adequate to cover these periods.

All Day Porters must work through the entire first hour and for the entire last hour of each shift without a break. If a Day Porter does not work the full scheduled shift, the County will not pay for that shift. Day Porter rates will match the labor rates provided for "Additional Custodial Services" in the Fee Schedule.

All Day Porters shall be submitted to a background check and wear a visible County issued ID badge at all times while in a facility. Service Provider will have sufficient backup staff available with background checks and ID badges issued ready to fill in immediately should a regularly scheduled Day Porter be absent for any reason. Service Provider will submit this list to the County at the start of service and within 24 hours at any time thereafter if the staff list changes. Service Provider will replace Day Porters the following working day upon request from the County if notified of a complaint.

C. Specific Facility Instructions

General expectations for basic services are shown in the following table. The services shall include all functions normally considered to be a part of custodial work, including thorough daily removal of all bodily fluids and discharges from all surfaces, checking exterior areas, and the use of a step ladder to reach interior surfaces up to 10 feet high. Some facilities

may have specific requirements. If complaints about service quality arise, the Operations and Maintenance Division will refer to the cleaning specifications and will utilize the same Cleaning Checklist to determine if any deficiencies exist.

	General Facility Cleaning Specifications	Frequency		
		Daily	Weekly	Monthly
1.00	Offices/Conference Rooms/Courtrooms/Public Rooms/Lobbies/Hallways/Elevators/Staircases			
1.10	Vacuum carpets and rugs and upholstered chairs	X		
1.20	Sweep and spot mop hard surfaces	X		
1.30	Clean and sanitize door handles, handrails, elevator controls, light switches, vending machines controls, and spot clean glass doors and dividers, doors, and walls	X		
1.40	Empty trash receptacles daily and replace trash bags when soiled with food; only remove bulk items clearly labelled as trash	X		
1.50	Clean and polish public booths, open tables and chairs	X		
1.60	Sanitize and dry polish water fountains	X		
1.70	Clean and dry polish bright metal	X		
1.80	Wash trash receptacles and recycle bins inside and out		X	
1.90	Damp mop and buff hard surfaces		X	
1.10	Clean windows with glass cleaner		X	
1.11	Check corners for dust flurries and remove spider webs		X	
1.12	Dust air vents, furniture, window blinds, sills, ledges, shelves, picture frames, door hinges and frames, and tops of cubicle dividers			X
2.00	Breakrooms/Kitchens			
2.10	Replenish soap, paper towels, and dispenser batteries as needed	X		
2.20	Clean and sanitize sinks, counters, tables, chairs, dispensers, light switches, and walls around counters and trash receptacles	X		
2.30	Clean inside microwaves	X		
2.40	Clean and dry polish bright metal	X		
2.50	Wipe door handles and spot clean glass doors and dividers, doors, and walls	X		
2.60	Empty trash receptacles and replace trash bags	X		
2.70	Sweep and damp mop floors and baseboards	X		
2.80	Wipe down cabinets, baseboards, outside of appliances		X	
2.90	Empty and wash trash receptacles and recycle bins inside and out		X	
2.91	Clean inside base cabinets and under sinks and remove spider webs		X	
2.92	Dust air vents, furniture, window blinds, sills, ledges, shelves, picture frames, door hinges and frames			X
2.93	Clean glass doors with a squeegee on both sides			X
3.00	Restrooms/Holding Cells	X		
3.10	Empty trash receptacles and replace trash bags	X		

3.20	Clean and replenish dispensers: soap, sanitizer, paper towels, toilet tissue, sanitary wipes, seat covers, and dispenser batteries as needed	X		
3.30	Clean light switches, sinks, counters, mirrors, and walls around counters and trash receptacles; test all faucets for function	X		
3.40	Clean and sanitize toilets, urinals, stall walls and doors and door handles	X		
3.50	Clean and dry polish bright metal	X		
3.60	Sweep and wet mop floors and baseboards/ base tiles and maintain a liquid level in all floor drains	X		
3.70	Spot clean walls	X		
3.80	Wash trash receptacles inside and out		X	
3.90	Clean underneath counters and remove spider webs		X	
3.91	Clean janitor's closet sinks and floors		X	
3.92	Power scrub tile walls and floors			X
3.93	Dust air vents, furniture, window blinds, sills, ledges, shelves, picture frames, door hinges and frames, tops of dividers			X
4.00	Exterior			
4.10	Empty and clean exterior trash receptacles and replace trash bags	X		
4.20	Check entrance ways and patios, spot clean, and remove trash	X		
4.30	Thoroughly clean exterior furniture, handrails, and door handles		X	

Animal Welfare Center

The facility is generally open to the public Monday-Saturday from 8 am-8 pm and includes offices, common corridors and meeting rooms, a reception area, restrooms, and a breakroom. Cleaning of the facility is mainly the front areas and restrooms in the back. Flooring includes VCT, carpet, tile, and polished concrete. The kennel areas of the facility do not require cleaning under this contract. Cleaning will be after hours. Service Provider is to provide all cleaning supplies and consumables.

Atlanta-Carolinas HIDTA Offices

The facility operates 5 days a week 8 am-5 pm and is a secure building with private administrative offices, breakroom, and restrooms. Cleaning will be provided by a Day Porter under the supervision and instruction of the facility supervisor. Trash is to be emptied twice daily, including bulk items. Items should not be moved from desks unless clearly asked to do so. The Wire-Room secure area will be cleaned on request and only while escorted by facility staff. Service Provider must have sufficient backup staff complete background checks and be vetted by HIDTA to provide all required services and to avoid missing services due to absences or termination of staff. Service Provider is to provide all cleaning supplies and consumables.

Buford One Stop

The facility operates five days a week from 8 am-7 pm and includes Health Services, Community Center with meeting rooms and common corridors, breakrooms and restrooms, and a Senior Center with a kitchen. The kitchen is mainly cleaned by County staff except for monthly tile floor scrubbing to be provided by the Service Provider. Cleaning will be provided after hours. Flooring includes VCT, tile, and carpet. There will be a requirement for occasional Saturday cleaning for community events approximately once per month. This cleaning can be completed immediately after the event and will be charged separately at the Day Porter rate stated in Section II.D for each month when services are provided. Service Provider is to provide all cleaning supplies and consumables.

Centerville Library Community Center and Centerville Senior Center

This property includes two buildings. Building 1 is the Library and Community Center which will be cleaned as per specifications for libraries, 7 days a week. The Community Center will be cleaned at the same time but only operates 5

days each week from 8 am-5 pm and will be cleaned after hours 5 days per week. Common areas including the lobby and restrooms must be cleaned 7 days per week. The Senior Center is building 2. It operates 5 days a week from 8 am-5 pm and includes a kitchen. The kitchen is mainly cleaned by County staff except for monthly tile floor scrubbing provided by the Service Provider. In both buildings, flooring is comprised of VCT, tile and carpet. The patio must be checked for trash daily, and outside furniture must be cleaned weekly. The property also includes a trail where trash receptacles must be emptied daily. There will be a requirement for occasional Saturday cleaning for community events, approximately once per month. This cleaning can be completed immediately after the event and will be charged separately at the Day Porter rate stated in Section II.D for each month when services are provided. Service Provider will provide all cleaning supplies for the entire facility and all consumables for all areas outside of the library. The library will provide consumables only for the library.

Department of Transportation Central Facility

The facility operates five days a week 6 am-6 pm and includes offices, meeting rooms, a control room, breakroom, hallways and restrooms. Flooring includes VCT, tile, and carpet. Cleaning will be provided during the day by a Day Porter. Wet floor mopping and buffing will be completed in the late afternoon. Service Provider is to provide all cleaning supplies and consumables.

Fleet Management Facility

The facility operates five days a week 7 am-5 pm and includes offices, a meeting room, lobby, hallways and restrooms. Flooring includes VCT, tile, and carpet. Cleaning will be provided during the day during working hours when staff are present at generally the same time each day. Cleaning of the service bays is not part of this contract. Service Provider will provide all cleaning supplies, and the County will provide all consumables.

Georgia Department of Driver Services

The facility operates 5 days a week with variable hours Tuesday-Saturday from 7:30am-6:30pm and includes a public waiting area with counters and office space. Flooring is VCT and carpet. Cleaning will be provided after hours. The annual VCT stripping and waxing will be scheduled on a Saturday after hours. Service Provider is to provide all cleaning supplies and consumables.

Gwinnett County Central Services

The facility operates five days a week from 6 am-7 pm and includes Elections, Records Management, Health Services, and common corridors, breakroom, and restrooms. Flooring includes VCT, tile, and carpet. Health Services cleaning along with wet floor cleaning and buffing in common areas will be conducted after hours. A Day Porter will be responsible for daily cleaning at Elections and Records and all common areas, as well as responding to emergency cleaning at Health Services. During election events, the Day Porter will provide more thorough cleaning of exterior areas. The warehouse portions of Elections and Records Management will require monthly daytime floor cleaning (sealed concrete) and dusting shelves when staff are present. Service Provider is to provide all cleaning supplies and consumables.

Gwinnett County Courts Annex

The four-story facility operates five days a week from 6 am-5 pm and includes courtrooms, holding cells, meeting rooms, offices, judges' chambers, four elevators, and public hallways and restrooms. The building has security access and high security areas. Flooring consists of VCT, tile, carpet, and engineered wood. Since this is a high security building, the Operations and Maintenance Division will work with the selected Service Provider to develop a daily cleaning routine. Cleaning can only be completed while the facility is staffed with Sheriff's deputies. Prisoner holding cells and courtrooms must be cleaned from 6 am-7:30 am. Courtrooms will need to be checked and cleaned before and between sessions by Day Porters. Judges' chambers, meeting rooms, and administrative offices must be cleaned as they are unoccupied. Restrooms should be checked and cleaned multiple times a day. The cleaning is provided by a concentration of a crew 6 am-8 am with 2 Day Porters to do routine cleaning and emergency response throughout the building. Wet floor mopping of VCT and tile floors and buffing should take place early morning before 8 am or after 4pm. Cleaning of the secure parking garage is not included under this contract. Service Provider is to provide all cleaning supplies and consumables.

Gwinnett County Government Annex

The four-story facility includes the Lawrenceville Tag and Fleet Offices on the first floor; the Employee Wellness Center, Human Resources offices, and conference rooms on the second floor; and various offices on the third and fourth floors. Flooring includes VCT, tile, and carpet. The Wellness Center has variable hours from 7 am – 7 pm Monday through Friday and will require evening cleaning of exam rooms, including VCT floor buffing. Other areas are to be cleaned whenever they are not in use, and conference rooms must be checked after meetings. The other areas of the building operate five days a week from 8 am-5 pm, including the Tag and Fleet Offices, which are to be cleaned from 3 pm-5 pm. A Day Porter will be

responsible for cleaning the entire building at appropriate times of day and for responding to emergencies throughout the building. Service Provider is to provide all cleaning supplies and consumables.

Gwinnett County Justice and Administration Center and Courts Addition

This is the County's main facility which includes courtrooms, jury assembly, court administration offices, elected official offices, administrative offices, an auditorium, conference center, holding cells, a cafeteria and dining area, elevators, escalators, stairwells. A new court building is under construction. The building will have security access and high security areas. Custodial service in this building is provided by County staff supplemented by Day Porter service – labor only – to include general cleaning, disinfecting, and emergency response. These Day Porters may be transported in a County vehicle to other nearby facilities for custodial response as needed and will be returned to this facility at the end of their shift. All after hours cleaning will be completed by County staff. The County shall provide all cleaning supplies and consumables for this location.

Gwinnett County Senior Services

This facility operates five days a week from 8am-5pm. The building includes offices, meeting rooms, restrooms, breakroom, and a large kitchen used for preparing meals for the senior services dining program. Floors consist of VCT, tile, and carpet. Cleaning will be provided after hours. The kitchen is mainly cleaned by County staff except for monthly tile floor scrubbing provided by the Service Provider. Service Provider to provide all cleaning supplies and consumables.

Gwinnett Entrepreneur Center

The facility is expected to operate 24 hours except holidays. Cleaning is required seven days a week and can be scheduled at any time but at generally the same time each day. Flooring is comprised of mostly carpet with 1,100 sq. ft. of luxury vinyl. Service Provider is to provide all cleaning supplies and consumables.

Lawrenceville Senior Center

The facility operates 5 days a week from 8 am-5 pm and includes public spaces, restrooms, a kitchen, and dining room. Flooring consists of VCT, tile, and carpet. Cleaning will be provided after hours. The kitchen is mainly cleaned by County staff except for monthly tile floor scrubbing provided by the Service Provider. The patio must be checked for trash daily and outside furniture must be cleaned weekly. Service Provider to provide all cleaning supplies and consumables.

Library Branches

Library branches operate 7 days a week with variable hours from 8 am-10 pm. All Library Branches will be cleaned after 10 pm and before 8 am. Floors include VCT, tile, and carpet. Gwinnett branch libraries may be used for community events and elections, receiving heavy public use. Food and drink are allowed in the library branches, and the branches hold some events with pets in attendance that may require additional cleaning. Library staff will periodically remove materials from tables, desks, and carrels to facilitate more thorough cleaning. All open tables are to be cleaned nightly, but cleaning staff is not to move library materials from top of furniture nor dispose of any newspapers or any other items that are temporarily left on the floor unless items are clearly designated as trash. Written instructions will be left for night cleaners on what surfaces are to be cleaned. Service Provider shall provide all cleaning supplies and the library branches shall provide all consumables.

Lilburn Library Branch and City Hall

The Lilburn City Hall is in a two-story building with the Lilburn Branch Library. City Hall operates 5 days a week from 8 am-5 pm and includes administrative offices, meeting rooms, common hallways, an elevator, restrooms, and breakrooms. Half of the first floor and the entire second floor of the building are considered the City Hall portion of the building. Flooring includes VCT, carpet, and tile. A Day Porter will provide full cleaning of the City Hall and common areas during the day, including the entire second floor, except for wet floor cleaning of the lobby, and only respond to emergencies in the library branch. The library branch on the first floor requires after hours cleaning as per other library branches. Service Provider is to provide all cleaning supplies for the whole facility and consumables for the City Hall and lobby restrooms, and the library branch shall provide consumables only for the library.

Medical Examiner's Office and Morgue

The facility operates 5 days a week from 6 am-10 pm and includes administrative offices, meeting rooms, public areas, restrooms, and a breakroom. Flooring includes VCT, carpet, terrazzo, and tile. Cleaning will be performed by a Day Porter in the late afternoon with staff present. The autopsy room is not included under this contract. Monthly scheduled scrubbing of the holding cooler floors, walls, and doors is inclusive. The cooler will be empty for this service. Service Provider will provide all cleaning supplies and consumables.

Norcross One Stop

The two-story facility operates 5 days a week from 7 am-7 pm and includes the Norcross Tag Office, Norcross Senior Center, Head Start school facility, Health Services, common hallways, restrooms, stairs and an elevator. Flooring includes VCT, tile, carpet, engineered wood, and sealed concrete. The Head Start facility has its own Day Porter but also requires full after hours cleaning. The VCT floor in Head Start requires 8 coats of wax, and stripping and waxing shall be completed in early summer each year. A part-time Day Porter will complete full cleaning of restrooms and common spaces in the morning, the Senior Center after lunch, in the Tag Office from 3pm-5pm, and will also provide general cleaning and respond to emergencies in the entire facility. Full cleaning of the Head Start and Health Services facilities, as well as restroom cleaning and wet floor cleaning and buffing of common areas and Senior Center, will be completed after hours. The Senior Center kitchen is mainly cleaned by County staff except for monthly tile floor scrubbing provided by the Service Provider. Service Provider is to provide all cleaning supplies and consumables. There will be a requirement for the occasional Saturday cleaning for community events, approximately twice per month. This cleaning can be completed immediately after the event and will be charged separately at the Day Porter rate stated in Section II.D for each month that services are provided.

One Justice Square

The facility operates 5 days a week 8 am-6 pm and includes administrative offices, waiting areas, offices, conference rooms, training rooms, common spaces, restrooms, and elevators. Flooring includes VCT, carpet, and tile. The County shall provide all cleaning supplies and consumables for this location.

Tag Offices

Tag offices operate 5 days a week 8 am-5 pm. Flooring includes VCT, tile, and carpet. Tag offices will only be cleaned while staff are present. Cleaning is generally required in the late afternoon, but specific cleaning times can be agreed upon with each tag office facility manager. Some tag offices are in a larger facility and are included in the services provided to that facility. Service Provider is to provide all cleaning supplies and consumables. The Tag office locations include:

Lawrenceville Tag and Fleet Offices (first floor of the Gwinnett County Government Annex)
Mall of Georgia Tag Office (shared building with Police Precinct: only Tag Office is part of this contract)
Norcross Tag Office (inside Norcross One Stop)
Peachtree Corners Tag Office
Snellville Tag Office

IV. PERFORMANCE STANDARDS**A. Authority**

The Operations and Maintenance Division of the Support Services Department of Gwinnett County Government is responsible for managing this contract. While Service Provider staff should accept general guidance and feedback on daily cleaning from managers at each facility, any additional service approvals or change authorizations must come from the Operations and Maintenance Division. Service Provider should direct all questions regarding the contract to the Operations and Maintenance Division.

B. Accountability

Service Provider's employees shall not disturb papers on desks, open file drawers or cabinets, or use telephones, computers or other office equipment. Service Provider's staff shall not unplug equipment from electrical outlets. The Service Provider will be liable for correction of problems created by the disconnection of power. Any damage to the County's facilities or to equipment, furniture or finishes therein caused by the Service Provider or its employees, whether by neglect, negligence or improper performance of its services shall be repaired at the Service Provider's expense to the County's satisfaction.

C. Background Checks

The Service Provider shall furnish the County a list of all staff that will be working in the facilities with an indication of which staff will service each facility. Prior to authorizing any personnel to work in County facilities, the County shall require the Service Provider to submit documentation for each employee that enables the County to assess the employee's work eligibility and criminal history. The Service Provider must provide the following for each employee for which it is seeking authorization and clearance:

1. A copy of the Department of Homeland Security I-9 Employment Eligibility Verification for the person for whom authorization is sought. This form shall be the form submitted by the employee at the start of his or her employment with the firm.

2. Copy of an unexpired and acceptable Document of Identity as listed in the I-9 Form Instructions regarding Employment Eligibility Verification.
3. (If Applicable) A copy of an E-Verify Program form for the person for whom authorization is requested. This form must have the notation "Resolved/Authorized" in the Resolution Section. This requirement applies to employees hired since January 1, 2008.
4. A signed County Consent Form authorizing the County to run a criminal history check on the person for whom authorization is requested.

If these materials are not provided in full, the Service Provider will be notified that the subject employee cannot be considered. If the review of information indicates fraudulent documents or a criminal history, the subject employee also will be rejected. For all employees who provide complete documentation and receive security clearance, the County will provide authorization to work under the contract and will issue County Identification/Access Cards with photographic images. The employees must wear the identification/Access Cards whenever providing services on County property. The Service Provider shall ensure that Identification/Access Cards and keys are returned to the County when individuals leave the company's employment and when the Service Provider's services end. Service Provider shall report lost keys and access cards to the Operations and Maintenance Division by email detailing the circumstances surrounding the loss within twenty-four (24) hours.

D. Communication

Staff shall be available that can speak, read, and interpret English fluently and be able to follow basic instructions. The Service Provider will maintain a checklist at each facility serviced as included: Cleaning Checklist. This checklist will be used for verification of services completed and will be filled out by cleaning staff each day to verify that all required tasks are performed in the required intervals. Supervisors will additionally sign this checklist when an inspection is completed. Checklist will be placed in the custodian's closet, and Service Provider will not remove the checklist from the facility.

E. Consumables

The Service Provider will provide all consumables to each facility unless otherwise noted. Consumables include, but may not be limited to, hand soaps, sanitizers, disinfectants, paper towels, toilet paper, sanitary wipes, toilet seat covers, trash bags, and batteries for dispensers as well as all cleaning supplies used in the provision of basic services. The County may periodically upgrade to new dispensers, and the Service Provider will be required to provide new consumables to fit these dispensers. Where the Service Provider can document that consumables for new dispensers have a substantial increase in cost, the County will issue a change order to adjust the Basic Service compensation for each affected facility.

F. Floors

Floors and base molding will be bright and clean. Hard floors will be buffed weekly and kept free of dirt and streaks. There will be no buildup or dirt along walls, in corners, or behind doors. Restroom floors shall be free of urine or soap stains. Tile floors will be power scrubbed monthly, and the Service Provider will submit the monthly tile scrubbing schedule to the County within the first 30 days of commencing basic services. It is expected that the Service Provider has floor cleaning professionals who are familiar with the proper maintenance of various flooring materials, including VCT, no-wax floors, tile, terrazzo, and engineered wood. The County currently has a separate contract for carpet cleaning. Floor professionals should either make weekly visits to each facility to complete buffing and scrubbing or regularly instruct and supervise general cleaning staff on proper floor maintenance. While once a year stripping and waxing (6 coats) of VCT floors is expected to be sufficient at these facilities (except for Head Start), it is up to the Service Provider to ensure that floors stay looking clean and streak-free throughout the year. If Service Provider fails to properly maintain the floors, the County may require an additional stripping and waxing at no additional cost. All VCT floor stripping will be scheduled after hours. Restroom tile floor scrubbing will generally be scheduled after hours, but the County may agree to have some tile scrubbing performed during operating hours.

G. Material Safety Data Sheets

The Service Provider will have MSDS sheets on hand for all chemicals used and provide copies (e-mail is preferable) to the Operations and Maintenance Division. Cleaning chemicals used will serve dual purpose of removing dirt and eliminating microorganisms.

H. Professional Behavior and Appearance

All Service Provider staff are expected to behave in a professional manner while on County property and be dressed appropriately to include black or khaki slacks, black non-slip shoes, and a polo-type shirt. Clothing shall be free of visible stains and odors and will not have writing or illustrations other than the Service Provider's logo. Day Porters should have backup clothing with them in case of accidental staining. A County issued badge will be worn at all times by all Custodial

personnel while on County property. Staff will limit the use of personal electronic devices to break times. Staff observed of excessively using phones for personal reasons during work hours will be dismissed. Unauthorized use of facility equipment, including phones, is prohibited. Any type of smoking and alcohol consumption is prohibited in all facilities, including outside at public entrances. Some facilities offer staff a designated smoking area that may be used during breaks.

I. Quality Review

Where service quality does not meet the County's standards, the Operations and Maintenance Division will conduct a formal review of the facility.

J. Recycling

In facilities where recycling receptacles and dumpsters are available, the Service Provider will instruct staff to collect and deposit designated recyclables separately from general trash.

K. Safety

Service Provider shall take precautions to prevent accidents due to physical hazards. Service Provider shall provide barricades and signage as required to protect Service Provider's personnel and public from hazards and to inform them thereof. The Service Provider is responsible for blocking off parts of the property as needed to ensure safety to visitors and vehicles. However, the facilities must remain accessible to the public during operating hours. Operating hours of each facility are subject to change. Barricades and warning signs shall comply with safety regulations. Service Provider shall provide and require use of safety equipment, clothing, and accessories as required by its work activities and safety regulations including gloves, masks, shoe protectors, and protective gowns. It is the Service Provider's responsibility to instruct staff not to report for work if they are exhibiting symptoms of contagious diseases, and the Service Provider shall provide alternate staff.

L. Security

All staff shall be properly trained by the Service Provider in accessing and leaving buildings after hours according to County requirements. Service Provider's staff who will access any of the facilities with security alarm systems will be issued keypad entry code numbers for the applicable facilities. The Service Provider shall make every effort to ensure staff is trained to avoid creating false alarms. If an employee accidentally activates an alarm when entering a facility, the employee shall call the security monitoring company, identify himself, and give the building's account number, phone number and the pass code as requested by the security monitoring company. This process will enable the company to cancel the false alarm. Staff entering secured buildings and secured areas may be subject to passing through a metal detector, being searched, and passing through a body temperature detector. Badges shall only be used by the person who was issued the badge. Keys will be only in the possession of designated staff authorized to work in a facility and will not be duplicated. Badges and keys issued to Service Provider staff must be recovered by the Service Provider immediately upon dismissal of staff. Badges must be returned to the County, while keys may be transferred to other staff with documentation in writing and provided to County O&M staff. The Service Provider shall under no circumstances allow children or non-staff personnel to accompany staff during the provision of services in the facilities.

M. Supervision

Service Provider shall provide at least monthly, or more frequently on request by the County, supervisor inspections of all facilities where service is provided using a standardized inspection sheet that must be submitted to the Operations and Maintenance Division along with each monthly pay application. If Service Provider opts to use an inspection sheet different from the Addendum: Cleaning Checklist, the Service Provider will submit the form upon commencement of contract for County approval. Supervisors or managers will additionally be available to meet at each facility at least monthly, or more often if complaints are received, with Operations and Maintenance Division staff. Supervisors or managers must be reachable by phone for immediate response during all times that services are provided. The Service Provider will provide phone numbers and email addresses upon commencement of the contract.

N. Warranties

The Service Provider shall warrant against undesirable results and damage to County property from the use of all chemicals for a period of one year from the last application including improper use of wax on no-wax floors.

V. General Requirements**A. Basis of Compensation**

Compensation for basic custodial services will be based on a monthly rate per the Fee Schedule. For all other services, the service provider will be compensated only for services that are scheduled with and verified by the County Representative and invoiced through a separate statement detailing the services completed.

B. Invoicing

For all of the services described in this procurement document, the Service Provider shall submit its invoices electronically (via email) directly to both the Operations and Maintenance Division at OMinvoices@Gwinnettcounty.com and to disbursements@gwinnettcounty.com.

For monthly basic services, certain buildings or groups of buildings must be billed separately as requested by the County. Invoices are to be submitted on the final working day of each month for the month of service completed and are to be accompanied by the monthly supervisor inspection sheet for each facility. Invoices submitted without the monthly inspection sheets for all facilities on the invoice will be considered incomplete. Invoices shall include the applicable Purchase Order Number and shall state the locations, services, and rates from the Fee Schedule. Invoices are required to be on company letterhead indicating date, company address, contact information, a unique invoice number, itemized list and cost of services by facility, and total cost. Invoices that are complete and without errors will be paid within 30 days of receipt. Invoices for additional authorized work outside of basic services must be submitted separately at the end of each month. The County is exempt from paying sales tax.

C. Financial Recordkeeping

The Service Provider is required to maintain a complete set of records, including all supporting cost documentation and service correspondence for all work performed under this agreement for the life of the Contract and one year thereafter.

D. Subcontracting

The County requires that all services herein be performed by the directly contracted Service Provider. If it becomes necessary for the Service Provider to subcontract any services, the Service Provider must notify the County in writing to request approval, and the County shall have final approval of any subcontractor and the scope of services assigned to said subcontractor.

E. Modifications in Contract Scope

The County reserves the right to add or delete facilities in the Scope of Services or to modify the range of services provided at any particular facility. When changing the range of services or adding a facility to the Scope of Services, the County will solicit from the Service Provider a cost quote, which the Service Provider shall develop with costs comparable to similar facilities under the Contract. The County may delete properties for any reason and will give the Service Provider 30 days notice to discontinue service for reasons not associated with quality of service. One-time and temporary services will be authorized by email from the Operations and Maintenance Division without contract modification.

At the time that this contract is being issued, the new Duluth Library Branch is under construction and is expected to open in the first quarter of 2021, and the new Norcross Branch Library is under construction and is expected to open at around the end of 2021. Both libraries will be much larger than the existing facilities and will be located within a half mile of their current locations. Basic Service rates will be proposed for existing and planned facilities.

F. Reservations

The County reserves the right to request clarification of information provided and to request additional information if required to assist in the proposal process. The County also reserves the right to reject all proposals, to negotiate changes in the scope of work or services to be provided, and to otherwise waive any technicalities.

G. Site Visits

It is recommended that the service providers visit the facilities listed prior to submitting proposal and walk the public areas to assess conditions in each facility. Operations and Maintenance Division staff will thoroughly walk each facility with the Service Provider prior to commencement of basic service, issue access codes, keys, and assist in getting Service Provider's staff badged. Service Provider shall have supervisory staff available to complete scheduled at minimum monthly site visits to assess quality of service and specific needs of each facility.

PROPOSAL SUBMISSION REQUIREMENTS**General Requirements**

- One (1) single-sided, unbound original (designated as the original), four (4) bound copies and one (1) CD/DVD of your proposal should be submitted for each Sector as described in Section I for which you are submitting a proposal. Proposals should be printed on 8-1/2" x 11" paper with font size no smaller than ten (10) point. Organizational Charts may be printed on 11" x 17" provided it is folded to 8-1/2" x 11" size.
- Submittal of multiple Sectors within a single bound proposal may be grounds for deeming proposals non-responsive.
- Service Providers are encouraged to submit clear and concise responses and excessive length or extraneous information is discouraged. In an effort to ensure the ability to evaluate and choose a successful Service Provider for this project, respondents are encouraged to be responsive to the specific range of issues requested in this solicitation. Submission of excessive "boiler plate" information, including sales brochures, is discouraged.
- All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing firm. Proposals must be signed in ink by a company official that has authorization to commit company resources.

Proposal Format

The Service Provider's Proposal shall be responsive to the specific range of issues described in this Request for Proposal. Service Providers are asked to read the Request for Proposal carefully to insure that they address the specific requirements of this Request and submit all requested information. Proposing Service Providers will be evaluated and scored based on the information provided in their proposals as it relates to this Request. Any additional information provided by the proposing firms will not be considered and is discouraged. The Service Provider's Proposal shall be organized in the order and format described below. **A separate complete proposal MUST be submitted for each Sector. Each Sector will be scored separately according to the criteria stated in the proposal.**

Proposals submitted for consideration should follow the format and order of presentation described as follows:

TAB A - Background and Experience of Company – 10 points

Provide a narrative description of the company's history, purpose, range of services, resources, financial stability, and past and current business activities. In the latter area, describe in detail the company's experience in the custodial services field and also where most of its experience has occurred. Indicate the numbers, types and sizes of facilities previously and presently serviced; and indicate the scopes of services provided by the company and the annual contract values for the past three years. Also, it is very important to the County that the company have experience in the Atlanta area. Describe your firm's organizational presence in the Atlanta area, its service experience in the area, and its management resources in the area. The Atlanta area is defined by the 10 counties within the Atlanta Regional Commission. Finally describe any special capabilities of the company, such as resources, programs or practices that set it apart from other firms.

TAB B - References – 15 points

Provide five (5) references for custodial services contracts presently underway or completed within the past three (3) years. References must be for services on individual facilities of not less than 25,000 sq. ft. and whenever possible should show the company's ability to handle multiple properties at once, with cumulative areas up to or above 500,000 sq. ft. At least two references must be for multiple facility contracts of this magnitude. References should indicate the client, the facility or facilities included in the contract, the size(s) of the facilities, the full range of services provided, the contract time frame, and the most recent annual contract cost. Each reference should include a contact person who has direct knowledge of the services, and a current email address and phone number for the contact. This latter information is critical. Our inability to contact references will result in a reduction in points for this category. Indicate if the property is available for inspection by the County.

TAB C - Staffing – 50 points

Provide a staffing plan for the proposed services. This plan shall indicate how the company intends to staff service delivery for each facility. The plan shall include the number of staff, their duties and hours at each facility, and how supervision and quality control will be handled. Include information on how employees are hired and trained and processes for background checks, maintenance of security, and promotion of safety. Include specific designations of managers and supervisors who will work on this contract and include copies of their resumes. Provide resumes and experience for employees designated to clean floors. Provide the number of hours each employee will work on a regular basis. Provide the plan for daily logistical movement of employees between locations – even if these locations are outside of Gwinnett County – demonstrating how it is possible for them to clean the number of facilities in the required hours per day and to work the total weekly hours with days off incorporated given that Gwinnett requires variable cleaning schedules on a seven day basis. Provide a plan

for substituting employees when regularly scheduled employees take scheduled and unscheduled time off or are terminated. Provide a verifiable document, such as a Workers' Compensation insurance employee list, showing that the company, within the past 60 days, had sufficient direct employees on staff within commuting distance from Gwinnett County to fill the required staffing levels.

TAB D - Cleaning Processes - 15 points

Provide a list and description of the vehicles, cleaning equipment and cleaning products that are available to the company and that will be used on this contract. Show that cleaning chemicals are safe, effective, and approved by the CDC for killing COVID specific viruses. Also describe any special work processes, techniques, or expertise that the company proposes to utilize that will increase its effectiveness. Provide pictorial evidence from current or recent customer locations of what floors look like in facilities you service. Provide a description of your plan, requirement, and enforcement of PPE usage.

Proposal Fees– 10 Points

Provide a cost proposal as outlined in Fee Schedule within this Request for Proposal. Submit Fee Schedule in a separate sealed envelope as described herein.

Proposals shall be enclosed in a sealed package 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. Within the sealed package, the cost proposal must be enclosed in its own sealed envelope sealed to keep it separate from the other proposal components and marked "COST PROPOSAL" on the outside of the envelope.

SELECTION PROCESS

Proposals will be evaluated based on their relative responsiveness to the criteria described above and with the following values assigned:

Criteria		Tab	Points
Phase I			
	Background and Experience of Company	A	10
	References – Comparability and Quality	B	15
	Staffing	C	15
	Sufficient Direct Employees		20
	Scheduling Proposal		15
	Supervisor Oversight		
	Cleaning Processes Details	D	15
		Sub-Total	90
Phase II			
	Cost Proposal (Sealed Separately)		10
		TOTAL	100
Phase III			
	Optional Interview		10
		Potential TOTAL with Optional Interview	110

Phase One: Evaluation Committee will evaluate responses according to Service Provider's Qualifications, Understanding of Proposal, Technical Merit and References, scoring and ranking the proposals. The Evaluation Committee may short list the highest ranking proposers, opening only the fee schedules of the Service Providers making the short list.

Phase Two: Fee proposals will be opened and scored and the results will be combined with the results of Step One scoring. After this scoring, a number of the highest ranking proposers may then be short listed. This would be at the discretion of the Evaluation Committee.

Phase Three: At the discretion of the Evaluation Committee, interviews may be requested to offer a brief explanation of the Service Provider's services and how the Service Provider proposes to provide these services for the County. All costs associated with the interview (if required) will be at the expense of the proposing Service Provider. The proposals will be evaluated to select the Service Providers that rate the highest according to the criteria as indicated. The selection of the awarded Service Provider shall be the combined highest scores from all the evaluation criteria. The County reserves the right to negotiate with the selected Service Providers for rates and concessions that are in the best interest of the County.

Failure to return this page may result in rejection of proposal

(SUBMIT IN A SEPARATE SEALED ENVELOPE)

PROPOSAL FEE SCHEDULE

SECTION I.A Basic Custodial Services for County Sector A Facilities

<u>Facility</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
1. Animal Welfare Center	\$_____ X 12	\$_____
2. Buford One Stop Center	\$_____ X 12	\$_____
3. Buford-Sugar Hill Library Branch	\$_____ X 12	\$_____
4. Collins Hill Library Branch	\$_____ X 12	\$_____
5. Dacula Library Branch	\$_____ X 12	\$_____
6. Gwinnett Entrepreneur Center	\$_____ X 12	\$_____
7. Gwinnett Justice and Administration Center	\$_____ X 12	\$_____
8. Hamilton Mill Library Branch	\$_____ X 12	\$_____
9. Mall of Georgia Tag Office	\$_____ X 12	\$_____
10. Suwanee Library Branch	\$_____ X 12	\$_____
Section I.A Totals	\$_____ X 12	\$_____

Additional Custodial Services

<u>Description of Service per Specifications</u>	<u>Extended Total</u>
Labor Rate for Additional Services Per Person (Materials charged separately)	\$_____ per hour x 200 (Two Hundred) \$_____

* All rates shall include all costs for travel time and vehicle usage

COMPANY NAME _____

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PROPOSAL FEE SCHEDULE**SECTION I.B Basic Custodial Services for County Sector B Facilities**

<u>Facility</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
1. Atlanta-Carolinas HIDTA	\$_____ X 12	\$_____
2. Department of Transportation Central	\$_____ X 12	\$_____
3. Duluth Branch Library	\$_____ X 12	\$_____
4. Fleet Management Facility	\$_____ X 12	\$_____
5. Georgia Department of Driver Services	\$_____ X 12	\$_____
6. Gwinnett County Senior Services	\$_____ X 12	\$_____
7. Lawrenceville Branch Library	\$_____ X 12	\$_____
8. Lilburn Branch Library & City Hall	\$_____ X 12	\$_____
9. Medical Examiner's Office & Morgue	\$_____ X 12	\$_____
10. Norcross Branch Library	\$_____ X 12	\$_____
11. Norcross One Stop Center	\$_____ X 12	\$_____
12. Peachtree Corners Branch Library	\$_____ X 12	\$_____
13. Peachtree Corners Tag Office	\$_____ X 12	\$_____
Section I.B Totals	\$_____ X 12	\$_____

Additional Custodial Services

<u>Description of Service per Specifications</u>	<u>Extended Total</u>
Labor Rate for Additional Services Per Person \$_____ per hour x 200 (Two Hundred) (Materials charged separately)	\$_____

* All rates shall include all costs for travel time and vehicle usage

COMPANY NAME _____

Failure to return this page as part of the proposal document may result in rejection of proposal.

PROPOSAL FEE SCHEDULE

SECTION I.C Basic Custodial Services for County Sector C Facilities

<u>Facility</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
1. Centerville Branch Library & Community Center	\$_____ X 12	\$_____
2. Centerville Senior Center	\$_____ X 12	\$_____
3. Five Forks Branch Library	\$_____ X 12	\$_____
4. Grayson Branch Library	\$_____ X 12	\$_____
5. Gwinnett County Central Services	\$_____ X 12	\$_____
6. Gwinnett County Courts Annex	\$_____ X 12	\$_____
7. Gwinnett County Government Annex	\$_____ X 12	\$_____
8. Lawrenceville Senior Center	\$_____ X 12	\$_____
9. Mountain Park Branch Library	\$_____ X 12	\$_____
10. Snellville Branch Library	\$_____ X 12	\$_____
11. Snellville Tag Office	\$_____ X 12	\$_____
Section I.C Totals	\$_____ X 12	\$_____

Additional Custodial Services

<u>Description of Service per Specifications</u>	<u>Extended Total</u>
Labor Rate for Additional Services Per Person (Materials charged separately)	\$_____
	\$_____ per hour x 200 (Two Hundred)

* All rates shall include all costs for travel time and vehicle usage

Failure to return this page as part of the proposal document may result in rejection of proposal.

SERVICE PROVIDER INFORMATION

Please include this page as part of the proposal document and **NOT** with the Fee Proposal

Certification Of Non-Collusion In Proposal Preparation _____
Signature _____ Date _____

Service Provider has examined the proposal package, and following addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

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

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

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

1 st renewal _____	3 rd renewal _____
2 nd renewal _____	4 th renewal _____

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

1 st renewal _____	3 rd renewal _____
2 nd renewal _____	4 th renewal _____

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein, if this proposal is accepted by the Board of Commissioners within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the [Electronic Payment](#) information in the instructions to proposers.

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

Federal Tax ID _____

Address _____

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

Representative Signature _____

Printed Name _____

Telephone Number _____ Fax Number _____

E-mail address _____

BID 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 Oblige)

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

Thereinafter referred to as Oblige: 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.

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)	By: _____
(SEAL)	_____ (Address)

(Witness as to Principal)

(Address)

	_____ (Surety)
ATTEST:	By: _____ (Attorney-in-Fact)
_____ Resident or Nonresident Agent	_____ (Address)
(SEAL)	_____

(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.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

STANDARD INSURANCE REQUIREMENTS

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

2. Commercial General Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

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

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

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

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

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

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

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

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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.

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REFERENCES

Service Provider shall include at least five (5) references similar in both size and scope as that of Gwinnett County.

1. Client Name _____
Brief Description of Services _____

Service Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____

2. Client Name _____
Brief Description of Services _____

Service Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____

3. Client Name _____
Brief Description of Services _____

Service Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____

COMPANY NAME _____

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REFERENCES CONTINUED

4. Client Name _____
Brief Description of Services _____

Service Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____
5. Client Name _____
Brief Description of Services _____

Service Dates _____
Contact Person _____ Telephone _____
E-Mail Address _____

COMPANY NAME _____



RP021-20 - Provision of Custodial Services at Various County Facilities on an Annual Contract Page 31

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

1. _____
(Company Submitting Bid/Proposal)

2. (Please check ☒ **one** box below)

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

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

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

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. Sworn to and subscribed before me this

BY: _____ day of _____, 20____
Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcountry.com



RP021-20 - Provision of Custodial Services at Various County Facilities on an Annual Contract Page 32

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

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

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

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201____

Notary Public

My Commission Expires: _____

For Gwinnett County Use Only:

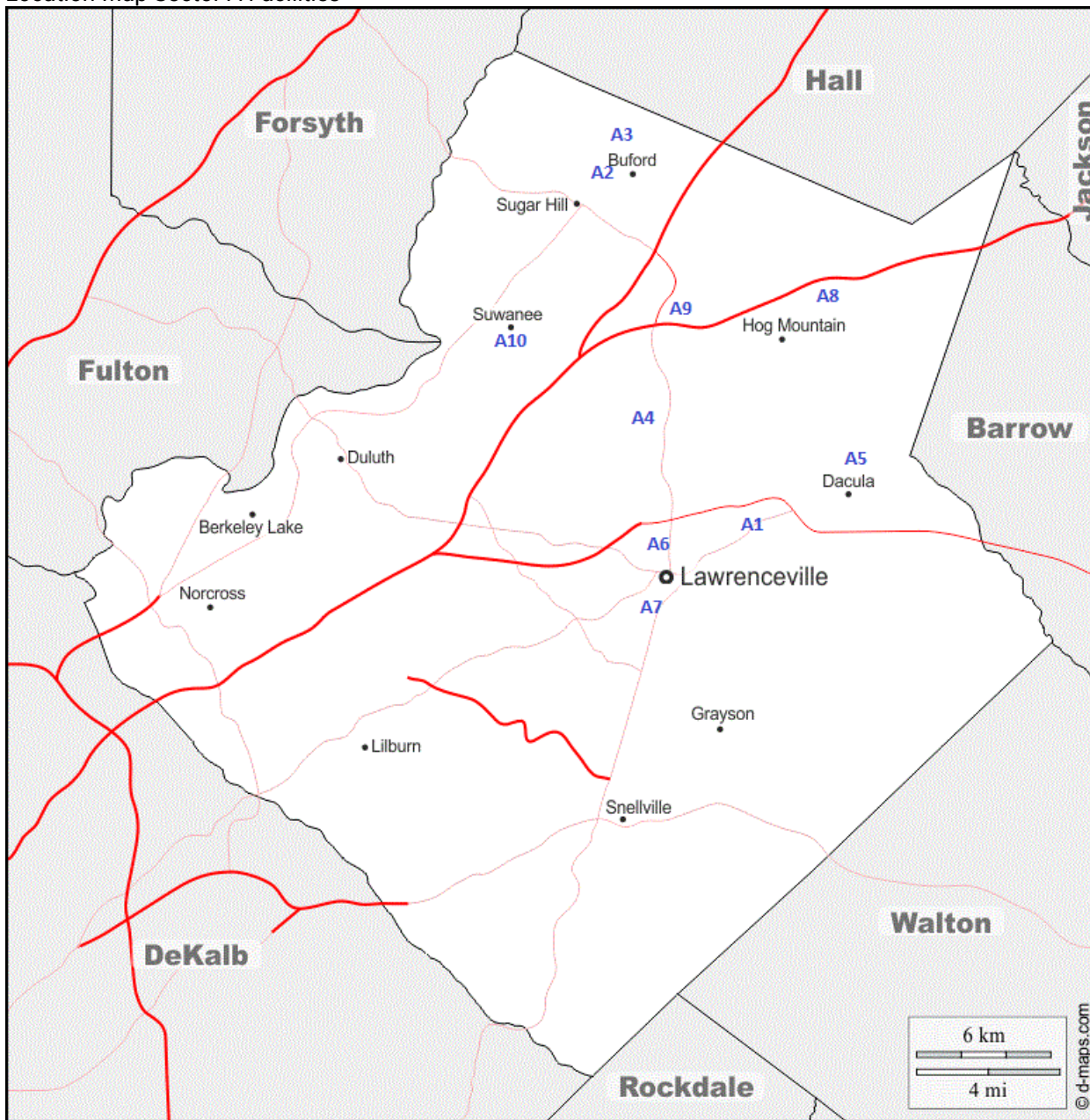
Document ID # _____

Issue Date: _____

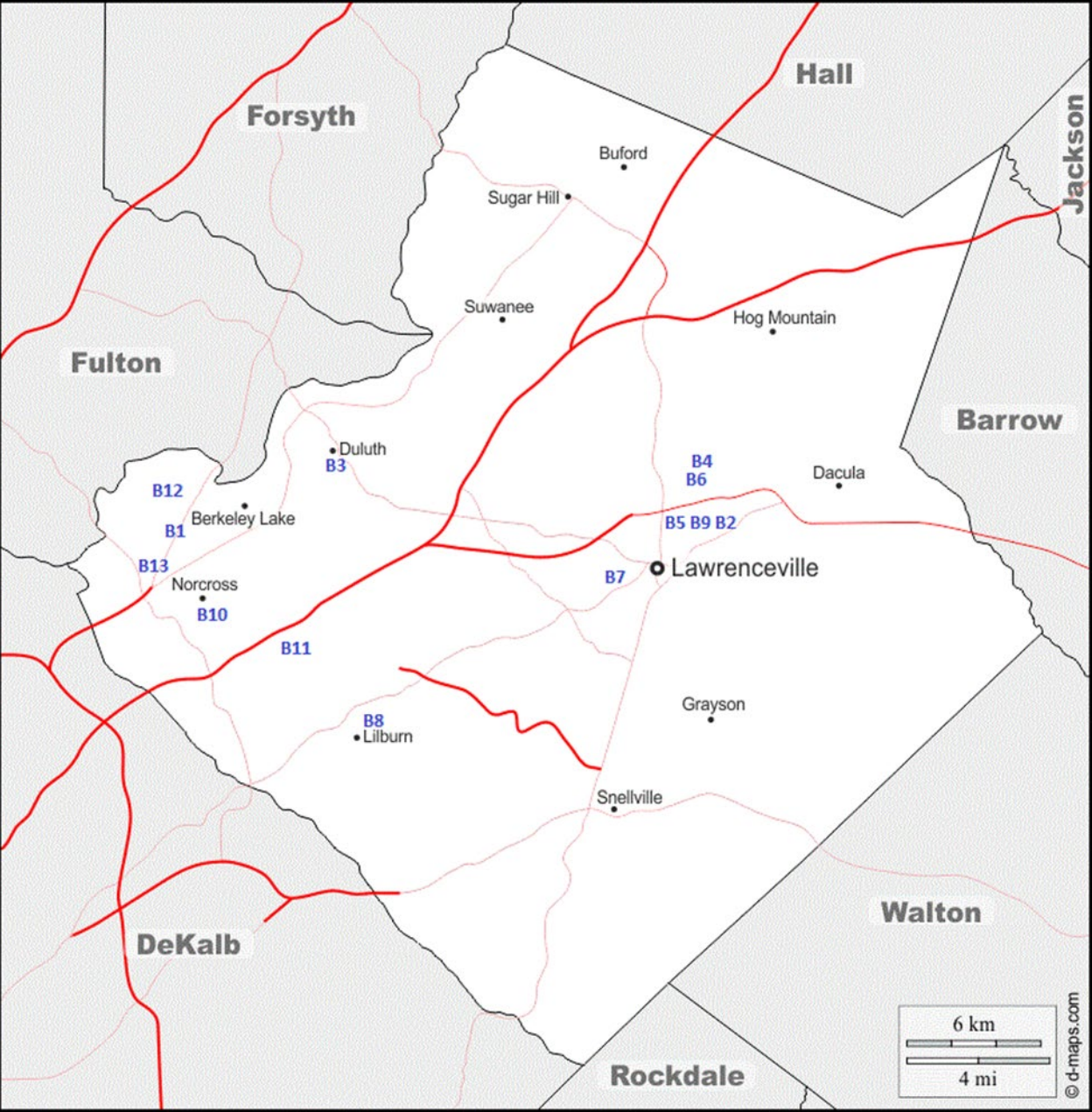
Initials: _____

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

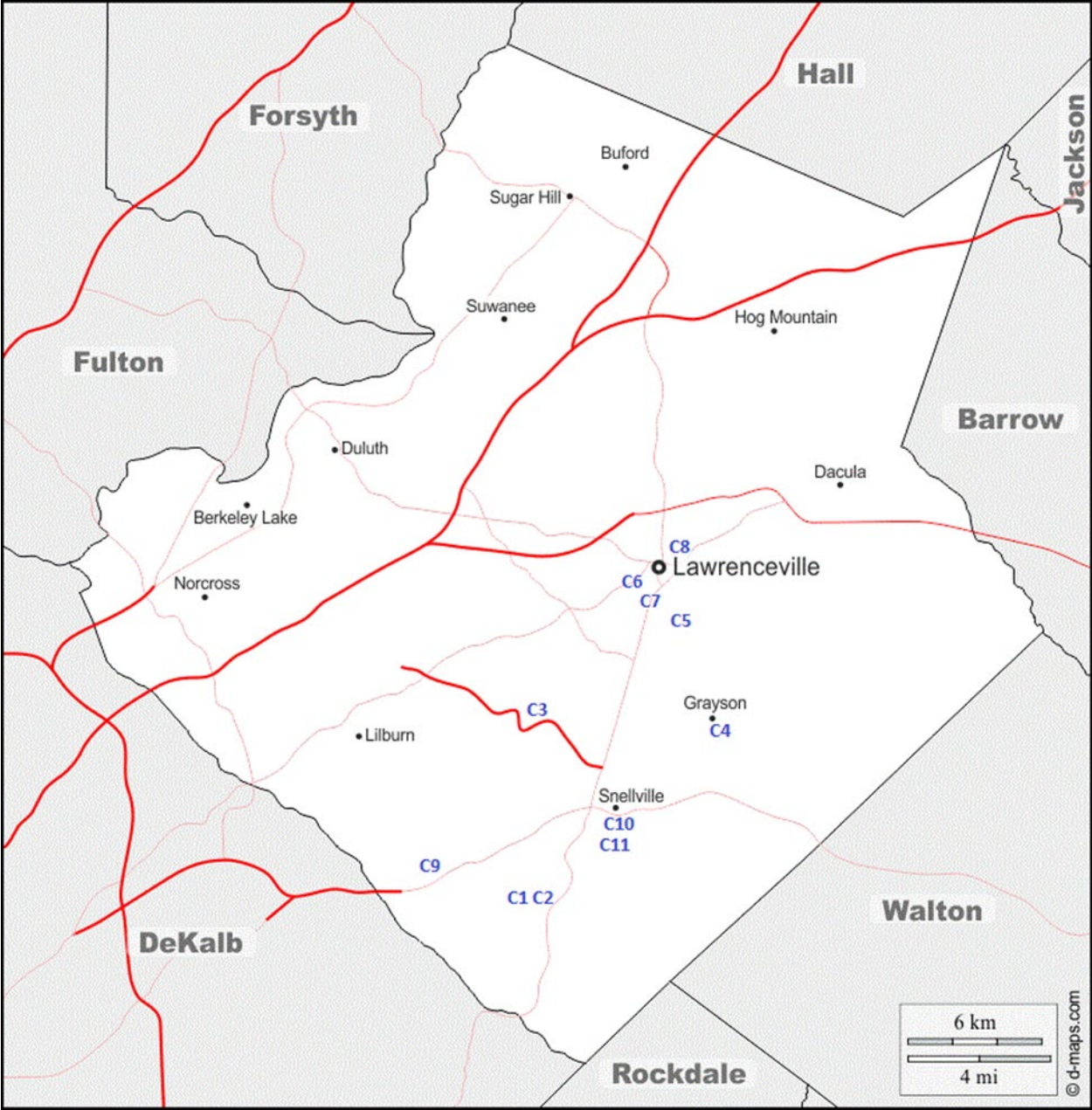
Location Map Sector A Facilities



Location Map Sector B Facilities



Location Map Sector C Facilities



GWINNETT COUNTY GOVERNMENT
Department of Support Services and Gwinnett County
Sheriff's Office
Consent Form

I, _____ hereby authorize the

(Print Name)

Gwinnett County Sheriff's Office to receive all criminal history and driving history records information pertaining to me, which may be in the files of any state or local criminal justice agency. I understand that permission for me to work within Gwinnett County facilities and receive an Identification Card for such purposes will be contingent upon the results of a complete background investigation; and I am aware that withholding information or making false statements on this form will be a basis for rejecting my submission for work within County facilities, or upon discovery, withdrawal of the permission to work within County facilities, and the required return of the associated County issued Identification Card.

I authorize any of the persons or organization referenced in this application to give to you any and all information concerning my criminal history record and driving history record, and any other information they might have, personal or otherwise, and release all such parties from all liability for any damage that may result from furnishing such information to you. I further authorize you to request and obtain any criminal history and driving history records from any federal, state, or local jurisdictions or law enforcement agencies and release all such parties from all liability for any damage that may result from furnishing such information to you.

I agree to these conditions and I hereby certify that all statement made by me on this application are true and complete.

Signature of applicant as usually written

Date

GWINNETT COUNTY GOVERNMENT
Consent Form Supplement

Instructions: Please type or print legibly in ink. All questions must be answered; if a question is not applicable, so state by indicating NA (not applicable). Please be specific when completing the form to insure all information is complete, true, and correct. Omission of facts will be perceived as falsification and will be the basis for rejection of your submission, or upon discovery, withdrawal of the County issued ID and permission for work within County facilities.

Last Name _____ First Name _____

Middle Name _____ Sex _____ Race _____

Social Security Number _____ Date of Birth _____

List any nicknames, maiden names and other names you have used _____

Current Address _____

Current Telephone Number _____

List previous addresses for last five years:

Dates	Street Address	City	State
-------	----------------	------	-------

Have you ever been convicted of or plead guilty or no contest to a felony or misdemeanor, excluding all offenses for which you were charged as a juvenile?

____ Yes ____ No

If yes, provide details _____

List all traffic citations that you have received within the last five years:

Date	Charge	Location	Disposition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you possess a valid driver's license? ____ Yes ____ No

State _____ License Number _____

Date of Expiration _____ Restrictions _____

Do you hold or have you ever held a license in any state other than the one listed above?

____ Yes ____ No

If yes, please indicate state(s) and approximate dates license(s) were held _____

Have you ever had your license suspended or revoked? ____ Yes ____ No

If yes, provide details _____

Cleaning Checklist

	General Facility Cleaning Specifications	Frequency			Date Completed
		Daily	Weekly	Monthly	
1.00	Offices/Conference Rooms/Courtrooms/Public Rooms/Lobbies/Hallways/Elevators/Staircases				
1.10	Vacuum carpets and rugs and upholstered chairs	X			
1.20	Sweep and spot mop hard surfaces	X			
1.30	Clean and sanitize door handles, handrails, elevator controls, light switches, vending machines controls, and spot clean glass doors and dividers, doors, and walls	X			
1.40	Empty trash receptacles daily and replace trash bags when soiled with food; only remove bulk items clearly labelled as trash	X			
1.50	Clean and polish public booths, open tables and chairs	X			
1.60	Sanitize and dry polish water fountains	X			
1.70	Clean and dry polish bright metal	X			
1.80	Wash trash receptacles and recycle bins inside and out		X		
1.90	Damp mop and buff hard surfaces		X		
1.10	Clean windows with glass cleaner		X		
1.11	Check corners for dust flurries and remove spider webs		X		
1.12	Dust air vents, furniture, window blinds, sills, ledges, shelves, picture frames, door hinges and frames, and tops of cubicle dividers			X	
2.00	Breakrooms/Kitchens				
2.10	Replenish soap, paper towels, and dispenser batteries as needed	X			
2.20	Clean and sanitize sinks, counters, tables, chairs, dispensers, light switches, and walls around counters and trash receptacles	X			
2.30	Clean inside microwaves	X			
2.40	Clean and dry polish bright metal	X			
2.50	Wipe door handles and spot clean glass doors and dividers, doors, and walls	X			
2.60	Empty trash receptacles and replace trash bags	X			
2.70	Sweep and damp mop floors and baseboards	X			
2.80	Wipe down cabinets, baseboards, outside of appliances		X		
2.90	Empty and wash trash receptacles and recycle bins inside and out		X		
2.91	Clean inside base cabinets and under sinks and remove spider webs		X		
2.92	Dust air vents, furniture, window blinds, sills, ledges, shelves, picture frames, door hinges and frames			X	
2.93	Clean both sides of glass doors with a squeegee			X	
3.00	Restrooms/Holding Cells	X			
3.10	Empty trash receptacles and replace trash bags	X			

3.20	Clean and replenish dispensers: soap, sanitizer, paper towels, toilet tissue, sanitary wipes, seat covers, and dispenser batteries as needed	X			
3.30	Clean light switches, sinks, counters, mirrors, and walls around counters and trash receptacles; test all faucets for function	X			
3.40	Clean and sanitize toilets, urinals, stall walls and doors and door handles	X			
3.50	Clean and dry polish bright metal	X			
3.60	Sweep and wet mop floors and baseboards/ base tiles and maintain a liquid level in all floor drains	X			
3.70	Spot clean walls	X			
3.80	Wash trash receptacles inside and out		X		
3.90	Clean underneath counters and remove spider webs		X		
3.91	Clean janitor's closet sinks and floors		X		
3.92	Power scrub tile walls and floors			X	
3.93	Dust air vents, furniture, window blinds, sills, ledges, shelves, picture frames, door hinges and frames, tops of dividers			X	
4.00	Exterior				
4.10	Empty and clean exterior trash receptacles and replace trash bags	X			
4.20	Check entrance ways and patios, spot clean, and remove trash	X			
4.30	Clean exterior furniture, handrails, and door handles		X		

Night cleaners, please turn lights off before you leave.

Signed and dated by assigned staff:

Signed

Print Name

Date

Supervisor inspection signed and dated:

Signed

Print Name

Date

GENERAL CONDITIONS
To Service Provider AGREEMENT

Article

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

1 DEFINITIONS

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

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

2 CONTRACT DOCUMENTS

2.1 LIST OF DOCUMENTS

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

2.2 CONFLICT AND PRECEDENCE

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

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

3 CHANGES AND EXTRA WORK

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

4 PERSONNEL AND EQUIPMENT

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

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

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

5 ACCURACY OF WORK

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

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

6 FINDINGS CONFIDENTIAL

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

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the

work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

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

7 TERMINATION OF AGREEMENT FOR CAUSE

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

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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

9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

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

10 INDEMNIFICATION

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

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

11 COVENANT AGAINST CONTINGENT FEES

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

12 INSURANCE

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

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

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

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

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

13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

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

14 SUBCONTRACTING

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

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

15 ASSIGNABILITY

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

16 EQUAL EMPLOYMENT OPPORTUNITY

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

17 ANTI-KICKBACK CLAUSE

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

18 AUDITS AND INSPECTORS

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

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

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

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

20 VERBAL AGREEMENT OR CONVERSATION

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

21 INDEPENDENT SERVICE PROVIDER

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

22 NOTICES

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

**ANNUAL
SERVICE PROVIDER CONTRACT
Provision of Custodial Services at Various County Facilities on an Annual Contract**

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 four (4) options to renew for an additional one year period.

2. ATTACHMENTS:

This Contract shall consist of the Service Provider's proposal and all Invitations to Proposals including all drawings, specifications, price lists, Instructions to Proposers, General Conditions, Special Provisions, Detailed Specifications, addenda, and change orders issued after execution of the Contract (hereinafter collectively referred to as the "Bid"), which are specifically incorporated herein by reference (Exhibit A). In the event of a conflict between the County's contract documents and the Service Provider's proposal, 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 Proposal.

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 hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the 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)

BOND #

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 Oblige)

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

hereinafter called Oblige;

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 Oblige.

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.

[Signatures Next Page]

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By:

(Address)

(Surety)

By:

(Attorney-in-Fact)

(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.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

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 Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

(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.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

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

RP021-20

Buyer Initials: MP

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 _____

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

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your 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 proposal submittal may result in proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be

acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

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

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

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

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

XII. DELIVERY FAILURES

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

XIII. COUNTY FURNISHED PROPERTY

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

XIV. REJECTION OF PROPOSALS

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

XV. CONTRACT

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

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

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any

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

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (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 proposal 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 Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

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

XXVII. TAX LIABILITY:

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

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

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

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

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors,

information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a proposal or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

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 the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

"Proposer" 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" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the proposal process shall render the 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 Sector 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 Sector 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 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.