



December 1, 2021

INVITATION TO BID  
BL101-21

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **Provision of Vote by Mail Ballot Processing Services on an Annual Contract with four (4) options to renew** for the Department of Community Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Company Name. Bids will be received until 2:50 P.M. local time on **December 17, 2021** at the Gwinnett County Financial Services - Purchasing Division – 2<sup>nd</sup> Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

An Webex pre-bid conference is scheduled for 10:00 A.M. on December 8, 2021. To access, dial 1-408-418-9388, enter Access Code 2339 575 0166. All firms are urged to attend. Questions regarding bids should be directed to Jake Scarpone, Purchasing Associate II, at [jake.scarpone@gwinnettcountry.com](mailto:jake.scarpone@gwinnettcountry.com) or by calling 770-822-8722, no later than **December 8, 2021**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Successful contractor 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 the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

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

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

Award notification will be posted after award on the County website, [www.gwinnettcountry.com](http://www.gwinnettcountry.com) and companies submitting a bid will be notified via email.

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

Jake Scarpone  
Purchasing Associate II

JS/kk

**The following pages should be returned in duplicate as your bid:** Bid Schedule, Pages 9-10  
References, Page 11  
Contractor Affidavit & Agreement, Page 12  
Code of Ethics Affidavit, Page 13

## VOTE BY MAIL BALLOT PROCESSING SERVICES ON AN ANNUAL CONTRACT

### Scope of Work

Gwinnett County is soliciting competitive bids for Outbound Absentee Ballot Processing Services on an Annual Contract for scheduled and unscheduled elections that will occur during the contract period.

The successful vendor must be prepared to work very closely with the staff of the Gwinnett County Voter Registration and Elections Division of Community Services. A cooperative collaboration will be critical to achieve success for each election period. Processing and mailing of absentee ballots must be carried out quickly and accurately within strict time restraints of all Federal and Georgia laws and regulations.

Ballot processing is highly technical, and the specifications must be met for ballots to correctly tabulate and for accurate identification of returned voted ballots. The deadlines are fixed, and the production timelines are short. Optically scanned ballots, their envelopes, and instructions, must be printed and manufactured with high precision; the tolerance for mistakes or other errors is very small. Printing errors can adversely affect election operations, erode voter and candidate confidence, cost hundreds of thousands of dollars in reprinting and potentially lead to litigation and other legal challenges.

Ballots, envelopes, and instructions will be printed, packed, and mailed according to the specifications below.

### A. GENERAL REQUIREMENTS

1. **The successful vendor must be a Dominion-qualified ballot printer in good standing and shall have the ability to access and print on the security ballot stock required by Georgia Law.**
2. The successful contract must devote the time and personnel resources necessary to provide ballots by the delivery deadlines specified by Georgia Law at the time each voter file is provided.
3. All computation of time required to process voter files for ballot processing should be based on calendar days, not workdays, to ensure that ballots are processed and mailed on schedule. A mutually agreed upon final file processing date will be established prior to each election date to ensure timely processing and delivery of ballots.
4. Quality scan testing with high volumes of ballots is required to ensure the ballots will run well. Typically, more than 5,000 ballots are processed for reliability and accuracy.
5. Ballots must be printed at the location of the successful vendor's printing facility. There can be no subcontracting, jobbing, or brokering to other vendors.
6. The successful vendor has an obligation to always maintain security of the ballots, ballot data information and voter file information. The successful vendor will be responsible for taking reasonable precautions to maintain the security of all voter files, ballots, ballot printing materials, including maintaining limited access to the ballots and prohibiting release of any ballots, ballot materials or voter file information to anyone other than an approved authority of the State Election Board.
7. Prefilled test decks will be required. The pattern should be one blank ballot, one over voted ballot, and ballots with one mark per candidate, per race; not the pattern of one vote for the first candidate, two votes for second, etc. Test quantity will be determined by election. Prefilled test decks shall be shipped sorted by precinct and within precinct by card.

#### **2022 ELECTION SCHEDULE (SUBJECT TO CHANGE)**

May 24, 2022 General Primary/Nonpartisan and Special Election

June 21, 2022 Primary and Nonpartisan Election Runoff (if needed)

November 8, 2022 General Election

December 6, 2022 General Election Runoff (if needed)

Note: Additional elections may be added as required by law. Updated election schedules will be provided at the time of each renewal and/or when scheduled.

## **B. ImageCast Ballot Artwork Source Files**

1. Dominion's Democracy Suite Election Management System creates PDF artwork files. Ballot artwork files are created as complete ballot images, without trim lines or crop marks, and are designed to directly print on digital 4-color sheet-fed xerographic or other electrophotographic printers (most B-sized laser printers). Ballot artwork is generated in industry-standard PDF format, PDF/X-1a:2001 (PDF Version 1.3) and CMYK color space.
2. Ballot artwork files are full-sized press-ready ballots containing all required ballot elements and the unique ballot ID barcode that distinguishes each ballot style. Each file contains one or two ballot images: a front image (if the ballot is single-sided) or paired front and back ballot images. All fonts used in the ballot artwork are embedded in the PDF file. Ballot artwork files are digitally signed (X.509) and tied to the election project files produced by the Democracy Suite Election Management System to allow for authentication and revision control.
3. Ballots will be printed on the front and the back.
4. Pre-press imposition of ImageCast ballot artwork to add crop or alignment marks, jurisdictionally-mandated background screens, stub artwork, or other printing, might be required. No modifications, post-processing, or image conversion of the original ballot artwork files is allowed.
5. Qualified Papers (Standard Process)

State required paper 80# Dominion ImageCast Vote Secure IR security ballot paper.

## **C. ImageCast Ballot Printing Methods**

1. Conventional web or sheet-fed offset lithographic presses
2. High-speed digital xerographic or other electrophotographic presses (both web and sheet-fed)

## **D. ImageCast Ballot Printing Specifications**

1. Ballot images must be accurately reproduced, properly scaled, correctly registered to the finished card, and printed with the correct inks or toner
2. Ballots must be manufactured on properly conditioned and approved paper stocks that are accurately trimmed to size
3. Any additional ballot finishing to meet customer and jurisdictional requirements should be of the highest quality
4. Ballot packets must always be handled correctly and packaged properly to ensure that they are clean and undamaged when the voter receives them.
5. Finished Ballot Dimensions listed on next page.

## ImageCast Finished Ballot Dimensions

Tabulator		Width (nominal)	Width Tolerance	Length	Length Tolerance
CF-200	All Tabulators	8.500"	+0.020" -0.042"	11" and 14"	+/- 0.032"
ICP	ImageCast Tabulators	8.500"	+0.020" -0.042"	11" - 22"	+/- 0.032"
	BMD Tabulators	8.500"	+0.020" -0.042"	14", 17", 19", and 22"	+/- 0.032"
ICE	All Tabulators	8.500"	+0.020" -0.042"	11" - 22"	+/- 0.032"
ICC	Canon Scanners	8.500"	+/- 0.032"	11" - 22"	+/- 0.032"
	DRS PhotoScribe Scanner	8.500"	+/- 0.032"	11" - 18"	+/- 0.032"

### E. Ballot Image Reproduction

1. Print quality: Clean and well-printed images, with sharply defined edges, accurately reproducing the ballot artwork. Ink density must be uniform across the ballot and should be free from smudges, mist, spray, spots, hickeys, voids, or other stray marks. No visible setoff, ghosting or bleed-through.
2. Black ink: Black ink (or toner) must be dense, opaque, light fast and permanent, with a measured minimum 1.2 reflection density (log) above the paper base.
3. "Drop out" color: Must be tested to confirm that the reproduced color is not imaged by the tabulator if used for a voting position target.
4. Image to card registration: +/- 0.016" maximum, worst case in any direction. Registration is most important across ballot width.
5. Maximum image skew: +/- 0.032" maximum
6. Maximum image scaling error: 0.25% maximum
7. Front to back image registration: 0.032" maximum, worst case in any direction
8. Minimum print imaging resolution: 600 dpi commercial (200 dpi in-house production of test ballots)
9. Restricted areas: No printing in the designated restricted areas.

### F. Ballot Card

1. Square and accurately trimmed to size: Ballot edges must be cleanly cut and free from burrs, rolled edges, irregular, or bias-cuts, and with the corners undamaged.
2. Ballot width and tolerance: 8.500" (nominal), 8.458" min. to 8.520" max., measured at both the top and bottom of the card. (The trim tolerances for the ICC scanners are slightly looser, see the table below)
3. Ballot length and tolerance: 11" to 22", +/- 0.032" of required length
4. Ballot Squareness: 0.0075" maximum deviation
5. Squareness of scores, folds, or ballot perforations: 90 degrees +/- 30 seconds maximum
6. Ballot curl: 0.150" max. height from ballot edge to the flat measuring surface (trimmed ballot). This is usually an indication of a damaged ballot or poor stock conditioning.

**G. Other Defects**

1. No offset powder, wax or spray should be used. No self-adhesive labels or stickers may be used on ballots. Ballots should be free from dust, dirt, and other particulate matter.
2. The printer shall be COMPLETELY RESPONSIBLE for any tabulation problems that may result from additional printing in the active ballot area and for various associated costs, including labor, materials, and postage. The printer shall be responsible for any fines or legal fees that result from tabulation delays.
3. When in doubt about the placement of any additional printing not found in the ballot or envelope artwork, PLEASE ASK before processing.

**H. Scoring and Folding Ballots**

1. Ballots should always be folded across the ballot width (perpendicular to the transport direction) and parallel to the grain of the ballot stock (short grain).
2. Ballots should be folded into panels of approximately equal length, with a minimum panel length of at least 3.5". Fold lines are centered between ballot markers and cannot 'touch' a voting position on either side of the ballot.
3. Try to maintain a "guard band" of at least 0.050" from the position of the fold line to the edge of the nearest voting position target.
4. The fold line should be a clean, sharp line of minimum width. All recommended ballot stocks can be folded either by hand or machine, but pre-scoring the ballot on the fold lines is recommended for heavier ballot stocks.
5. Table indicates the guidelines for folding of the ballots.

Ballot Length	Max Allowable Folds	Maximum # of Panels
11"	2	3
14"	3	4
17"	3	4
18"	3	4
19"	4	5
20"	4	5
22"	5	6

6. For ballots with more than two panels, folding a 'Z-shape' will allow for easier unfolding and ballot scanning. Panel lengths of a multi-panel ballot can be varied to 'unstack' the folds (so that each fold is not exactly above another fold), which aids in envelope stuffing and removal.
7. 2" Stubs must be placed at the bottom of the ballot artwork.
8. THE VENDOR IS RESPONSIBLE for all aspects of ballot, envelope, instructions and special notice printing and manufacturing and MUST ENSURE that the ballots produced meet all Dominion and customer specifications at the time of tabulation.

**I. Ballot Identification Text**

The precinct number and district combo number and serial numbers are to be printed on the ballot stub for the precinct and absentee ballots according to the precinct. When necessary, serial number will be preceded by a party code (D= Democrat, R= Republican, N= Nonpartisan, S= Special).

1. The serial numbers for each precinct ballot and absentee ballot precinct will be provided with the ballot layout files.

2. The top of each ballot shall include the name and designation of the precinct for which it is prepared and the name and date of the election.

#### **J. General Text**

1. Headers, footers, and candidate and race names are to be printed in black ink in any font size if the text does not penetrate the critical zones previously described.
2. Ballot header information will be contained in the pdf file. Each ballot header and race box shall be printed in English and Spanish.

#### **K. Processing and Packaging of Absentee Ballot Packets**

PDF's will be provided to the vendor for the carrier envelope, the voter's return envelope, the Official Ballot envelope, the instructions for voting the ballot (All applicable languages), and any special instructions, if needed.

1. All ballot packets must contain the following items:
  - a. Carrier (mailing) envelope addressed to the elector with the county's return address
  - b. Two or three envelopes for each official absentee ballot of size and shape to permit the placing of one within the other and all within the mailing envelope.
  - c. Voting instructions (All applicable languages)
  - d. May also include any special notifications regarding deceased, withdrawn or disqualified candidates. The special notification information may not extend to all voters; therefore, Gwinnett County will provide information on which precincts should receive the notices, if needed.

#### **L. The successful vendor shall only be deemed qualified by demonstrating experience in VBM (Vote by Mail) and having redundant intelligent inserter lines capable of the following tasks:**

For processing "non-unique" ballots via a secure closed loop inserting workflow capable of reading and printing, drive by a 2D data matrix barcode (20-Dimensional Barcode) Up to 4,000 characters can be coded in a small as ¼ "square that includes:

- a. The ability to read a non-unique barcode and index and assign to a master.jdf input file record (Job Definition Format) Master File contains all the production parameters of any given batch.
- b. Ensuring complete accuracy for all mail pieces within each batch, as well as the ability to report detailed, accurate information on every ballot package at the end of a batch run.
- c. The ability to direct machine functions such as selective inserts, diverting, seal or no seal etc. from data extracted from the master .jdf file, (i.e., file-based inserting.)
- d. Capability to produce, assign, track and record the unique Intelligent Mail Barcode (IMB) on all return envelopes to data notated in the output mail pieces report file.
- e. To automatically mark, as suspect and divert all mail pieces within arm's reach of any open safety cover. Open safety cover reject mail piece function ensures any piece within 1 meter of an open machine cover during a production run will automatically be flagged as defective to eliminate any human error or manipulation.
- f. Employ an automatic mismatch recovery system such that any mismatched document automatically diverts all suspect ballot packages without human intervention. Human touch can inadvertently compound a mismatch problem should one arise.
- g. Have a double detection at all insert feeders to avoid any double pulls and potential mismatches.
- h. The accurate overprinting of unique variable data information, as well as location tracking with the USPS Informed Visibility – Mail Tracking & Reporting System or similar to ensure oath/reply envelope is accurately matched to its corresponding mail piece and further trackable through the mail stream, even if the USPS fails to properly cancel the envelopes.
- i. Additional fail-safe filled envelope thickness verification for misses and/or doubles after the insert sealing section sufficient to detect the presence or lack of presence for 2x thickness of paper such

as in a bi-folded piece (i.e., approximately .012") and automatically divert any suspect package that does not meet the set threshold.

- j. Employ camera to verify forms/material types to ensure that the operations load the correct job materials and automatically alerting the operation when not correct while then diverting all suspect pieces.
- k. The ability to store each camera's read images to an archive file.
- l. The ability to read and verify multiple AOI's (Area of Interest)
  1. All barcode areas top and bottom of a mail piece and verifying the inserted ballot barcode from below (or from above depending upon the job requirements) for each ballot package and automatically divert any suspect package should any one integrity check fail. The barcode reads must be coincident with the filled envelope thickness detector cycle (i.e., same envelope being subject to all the final integrity checks on the same envelope at the same machine cycle.)

### **M. Vendor Workflow**

The vendor must execute a designated workflow in which voter records are processed and mailed their ballot packages within 48 hours of receipt of voter file from Gwinnett County Elections Division after the first push. The first push may contain a 10,000 to 100,000+ records. The first push can take up to 72 hours for processing and mailing.

- a. Separate, remove, off-line and redundant storage an audit log of all VDP content (Variable Data Printing) every piece is unique printed on all envelopes during the inserting process.
- b. Automated loading of variable date content in PDF format.
- c. Vendor servers must be secure, including HTTPS and full data encryption at rest.
- d. Complete CASS (Coding Accuracy Support System) Certification in real-time via an automated process of all supplied voter data files to ensure voter records qualify for IMB assignment at either the first class or presorted first class postage rates.
- e. Ability to programmatically pre-check integrity of data on behalf of Gwinnett County Elections Division to reduce imperfect records prior to CASS certification process.
- f. Ability to assign IMB's using USPS Seamless Acceptance Service.
- g. Complete automated workflow that allows Gwinnett County Elections Division to upload voter data files directly to a web portal which automatically assigns appropriate ballot style and 2D barcode of mail piece ID.
- h. Complete IMB outbound and IMB inbound mail reporting functionality. This reporting must include the ability to report mail tracing in real time, if required, provide automated quality assurance checks throughout preprocessing to ensure that data and ballot print images are to spec and accurately mapped prior to print production.
- i. Notification to voter where ballot is in the mail stream, interface of mail tracking system that allows voter to access location of ballot in the mail stream.
- j. Comprehensive reporting three times daily of the number of pieces mailed within any 48-hour period, including aggregate totals within template specs of the Gwinnett County Elections Division provided database.
- k. Contractor must have standing appointment with local USPS SCF for on demand entry of daily ballot packages.
- l. Contractor must have a minimum of two years' experience providing VBM services.
- m. Contractor must have experience printing election ballots for Dominion high speed central and precinct count scanners.
- n. Contractor must have a complete workflow to handle any ballots lost during the production process. Such ballots deemed needing "remake" must be accounted for, reported on, and remade within a 48-hour period.
- o. Ability to verify all remakes are in fact valid through cross checking of IMB barcodes in USPS mail stream.

- p. Contractor must have quality controls in place to ensure production workers handling the processing of ballot packages are following Standard Operating Procedures.
- q. Every ballot package will require a set of three security envelopes. This includes the outer carrier envelope, addressed to the voter with the Gwinnett County Elections Division return address, the inner oath envelope that should be yellow in color or have a yellow color stripe on the front, and an inner Official Ballot secrecy envelope.
  - 1. The envelope set must be of such shape and size that one fits within the other starting with the smaller secrecy envelope up to outer carrier envelope.
  - 2. Envelope set is currently under construction and samples will be provided when available.

#### **N. Ballot Tracking**

- a. Ballot tracking system must include the following:
  - 1. Counts of files received
  - 2. Voters in the file
  - 3. Imperfect addresses
  - 4. USPS 1<sup>st</sup> scan to voter
  - 5. Delivered to voter
  - 6. Mailed by voter
  - 7. First scan to County
  - 8. Delivered to County
  - 9. Voters receiving & delivered email notifications
- b. List files broken out by current ballot location, file, voter zip code.



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

**BID SCHEDULE**

**Delivery Will Be F.O.B. Destination, Freight Pre-Paid and Allowed To: Gwinnett County Voter Registration & Elections Division, 455 Grayson Hwy, Lawrenceville, GA 30046-6388**

ITEM	EST ANNUAL QTY	DESCRIPTION	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
1.	190,000 EA	14" BALLOTS DOUBLE SIDED (ENGLISH AND SPANISH)		\$	\$
2.	10,000 EA	18" BALLOTS DOUBLE SIDED (ENGLISH AND SPANISH)		\$	\$
3.	325,000 EA	18" BALLOTS DOUBLE SIDED x2 (TWO CARD/PAGE BALLOT) (ENGLISH AND SPANISH)		\$	\$
4.		SET-UP FEES (PER ELECTION)		\$	\$
<b>TOTAL</b>					\$

**NOTE: UNIT PRICING MUST INCLUDE ALL COSTS ASSOCIATED WITH PRINTING BALLOTS AND TEST DECK BALLOTS, INCLUDING INSIDE DELIVERY.**

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

Unless otherwise noted, quoted prices will remain firm for four (4) additional one-year periods. If a percentage increase or decrease will be a part of this bid, please note this in the space provided together with an explanation:

1st Renewal Option \_\_\_\_ increase/decrease (circle one)

3rd Renewal Option \_\_\_\_ increase/decrease (circle one)

2nd Renewal Option \_\_\_\_ increase/decrease (circle one)

4th Renewal Option \_\_\_\_ increase/decrease (circle one)

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.

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.

COMPANY NAME: \_\_\_\_\_

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

**BID SCHEDULE**

Certification Of Non-Collusion In Bid Preparation \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Bidders" and all documents referred to therein, if this bid 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 bidders.

Legal Business Name \_\_\_\_\_

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 \_\_\_\_\_

Contact Person (if someone other than the authorized representative listed above)  
\_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail address \_\_\_\_\_

### REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Start Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company Name \_\_\_\_\_



**Solicitation Name & No. BL101-21 Provision of Vote by Mail Ballot Processing Services on an Annual Contract**

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

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal 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:

<b>For Gwinnett County Use Only:</b> <b>Document ID #</b> _____ <b>Issue Date:</b> _____ <b>Initials:</b> _____
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\* 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).



**Bid # & Description BL101-21 Provision of Vote by Mail Ballot Processing Services on an Annual Contract**

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

In accordance with Section 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.gwinnettcounty.com](http://www.gwinnettcounty.com)

## STANDARD INSURANCE REQUIREMENTS

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

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

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

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

**Buyer Initials: JS**

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

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COMPANY NAME \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE



## \*\*\*ATTENTION\*\*\*

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

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

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

**I. PREPARATION OF BIDS**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. 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 bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

**II. DELIVERY**

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

**III. EXPLANATION TO BIDDERS**

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

#### **IV. SUBMISSION OF BIDS**

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

#### **V. WITHDRAWAL OF BID DUE TO ERRORS**

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

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any

subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

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

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

#### **VI. TESTING AND INSPECTION**

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

#### **VII. F.O.B. POINT**

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

#### **VIII. PATENT INDEMNITY**

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

#### **X. DISCOUNTS**

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

#### **XI. AWARD**

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall

furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

## **XII. DELIVERY FAILURES**

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

## **XIII. COUNTY FURNISHED PROPERTY**

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

## **XIV. REJECTION AND WITHDRAWAL OF BIDS**

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

## **XV. CONTRACT**

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

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

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 requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

**XVI. NON-COLLUSION**

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

**XVII. DEFAULT**

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

**XVIII. TERMINATION FOR CAUSE**

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

**XIX. TERMINATION FOR CONVENIENCE**

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

**XX. DISPUTES**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce

his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

**XXI. SUBSTITUTIONS**

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

**XXII. INELIGIBLE BIDDERS**

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

**XXIII. OCCUPATION TAX CERTIFICATE**

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

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

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

**XXV. AMERICANS WITH DISABILITIES ACT**

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

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the 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.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform Enhancements for 2013. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

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

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

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform Enhancements for 2013 may be sanctioned by termination of the contract.



**XXIX. SOLID WASTE ORDINANCE**

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

**XXX. GENERAL CONTRACTORS LICENSE**

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

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

**XXXII. CODE OF ETHICS:**

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

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

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

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com).

**XXXIII. PENDING LITIGATION:**

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

**XXXIV. ELECTRONIC PAYMENT**

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

- 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](mailto: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.