



December 2, 2021

**REQUEST FOR PROPOSAL
RP008-21**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers to **Printing and Mailing of Various Tax Forms on an Annual Contract** with Four (4) Options to Renew for the **Department of Financial 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 PM local time on December 28, 2021** 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 PM. A list of service providers submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding proposals should be directed to Dana Garland, CPPB, Purchasing Associate III at dana.garland@gwinnettcounty.com or by calling 770-822-8723 **no later than 3:00 PM on December 16, 2021**. Proposals are legal and binding upon the proposer when submitted. **One unbound single-sided original, four (4) copies, and one (1) digital copy on a flash drive should be submitted. Cost should be submitted in a separate sealed envelope.**

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

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

Dana Garland, CPPB, NIGP-CPP
Purchasing Associate III

The following pages should be returned with your proposal:

Cost Proposal (Return in a separate envelope), Pages 10-11
Service Provider Information, Page 12
References, Page 13
Contractor Affidavit and Agreement, Page 24
Code of Ethics Affidavit, Page 25

I. Purpose

The Gwinnett County Board of Commissioners is soliciting proposals from qualified service providers for a print and mailing cost solution for the efficient and timely production and mailing of documents associated with the Tax Assessor’s Office on an annual contract with four (4) one-year options to renew. This service must include, but is not limited to, creation and distributing Georgia Personal Property Tax Returns, Notice of Current Assessment, Amended Notices, and No Change Letters using reduced postage rates attributed to mail sorting and ability to utilize their own State certified forms and USPS Tracking. One service provider shall provide service for Printing and Distribution. No outsourcing or subcontracting will be permitted.

TYPES OF FORMS

ITEM #	ESTIMATED QTY	DESCRIPTION
TAX RETURNS - PERSONAL PROPERTY (ONLY)		
1	16,000	PT-50P
2	1,100	PT-50PF
3	300	PT-50A
4	2,500	PT-50M
PT-306 ANNUAL NOTICE OF ASSESSMENT		
5	18,000	PT-306 – Commercial
6	500	PT-306 – Commercial & Residential International
7	285,000	PT-306 – Residential
8	3,000	PT-306 – NCOA Changes
9	22,000	PT-306 – Business
10	2,500	PT-306 – Marine
11	325	PT-306 – Airplane
PT-306C AMENDED ASSESSMENT NOTICE		
12	1,000	Amended Notices 1st Mailing (including 2 nd address copy as appropriate)
13	1,000	Amended Notices 2nd Mailing (including 2 nd address copy as appropriate)
14	1,000	Amended Notices 3rd Mailing (including 2 nd address copy as appropriate)
15	1,000	Amended Notices 4th Mailing (including 2 nd address copy as appropriate)
16	1,000	Amended Notices 5th Mailing (including 2 nd address copy as appropriate)
17	1,000	Amended Notices 6th Mailing (including 2 nd address copy as appropriate)
18	1,000	Amended Notices 7th Mailing (including 2 nd address copy as appropriate)
NO CHANGE LETTERS		
19	750	No Change Letters 1st Mailing (including 2 nd address copy as appropriate)
20	750	No Change Letters 2nd Mailing (including 2 nd address copy as appropriate)
21	750	No Change Letters 3rd Mailing (including 2 nd address copy as appropriate)
22	750	No Change Letters 4th Mailing (including 2 nd address copy as appropriate)
23	750	No Change Letters 5th Mailing (including 2 nd address copy as appropriate)
24	750	No Change Letters 6th Mailing (including 2 nd address copy as appropriate)
25	750	No Change Letters 7th Mailing (including 2 nd address copy as appropriate)
26	750	No Change Letters 8th Mailing (including 2 nd address copy as appropriate)
27	750	No Change Letters 9th Mailing (including 2 nd address copy as appropriate)

II. Scope of Work

A. GENERAL

- **QUANTITIES:** Quantities listed are estimates. Tax Assessor will provide a data file in a .csv or MS-365 excel format (.xlsx). The files will be available for download using an agreed to process or third-party software (i.e., use of a County FTP, or a shared sync service). The file(s) will represent the exact files for printing. No over runs or under runs will be accepted.
- **FORMS:** Service provider will utilize their own Personal Property Tax Return, Annual Notice of Assessment, Amended Assessment Notice, and No Change Letter as the template to generate the final form based on templates provided by the County using State guidelines.
- **UNIT PRICE:** Unit Price shall include printing forms, making suitable for mailing; include postage and include use of USPS IMb Tracing service where proposed. UNIT PRICE SHALL NOT EXCEED TWO (2) DECIMAL PLACES.
- **ENVELOPES:** Distribution requiring envelopes shall utilize a #10 window envelope printed on the face in color to ensure no technical delays with the postal system. Annual Notice of Assessment forms require use of an envelope with an additional window to display a barcoded value on the PIN. There are two offices (Personal Property and Real Property) mailing these documents that require different return addresses and should be used with the appropriate form.
- **MAILING:** The County requests using USPS IMb Tracing on all mailing. If a service provider is unable to provide the USPS tracking service, the service provider is expected to state which forms or quantities will not receive this service. This tracking will allow confirming that each item was deposited in the USPS mail system for delivery. The scope of work includes the ability to track at the item level and a single receipt of whole batches of deposited mail will not be acceptable. Please propose methodology and specific USPS service to be used for this confirmation service. The successful service provider shall deliver mail to a US Postal Facility in Georgia. Service provider shall be required to communicate with appropriate postal service location concerning delivery and mailing of all documents.
- **PROOFS:** Gwinnett County Tax Assessor will provide a data file in either a .csv or .xlsx format. Service provider shall provide proofs of these files and the envelope to be used to the Tax Assessor's Office prior to printing actual forms. For the larger files, a sampling is acceptable, but the Amended Assessment Notice and No Change Letter require the entire data set sent for proofs.
- **EXAMPLES:** Examples are included in this document in a .pdf format.
- **DATA FILES GENERATED USING COUNTY'S BUSINESS SYSTEM:** Aumentum Technologies: Must have the capability of working with very large .csv data files generated from SSRS extracts from SQL environment. The Amended Assessment Notice and No Change Letter require a copy sent to the owner where there is another party as the Appeal Petitioner. For these secondary copies there will be an indicator value and secondary address information in the data file. Please explain your proposed process in detail.
- **Service provider must have capability of producing over 1,000 Notices per minute over multiple machines to guarantee performance due to the time critical nature.**
- **Service provider must be capable to process, print and mail up to 20,000 mixed Annual Notice of Assessments, Amended Assessment Notices, and No Change Letters within two business days, if needed.**

B. TYPE OF NOTICES**1. TAX RETURNS - PERSONAL PROPERTY (Marine, Aircraft & Business)**

- **Barcode:** A barcode containing the account number will be included in the upper right corner of the Taxpayer Name and Address field. The bar code will be formatted in Code 3:9 (true type).
- **Envelopes:** Successful service provider will provide window envelopes for mailing Personal Property Tax Returns; envelopes will be printed with Gwinnett County Tax Assessor's color logo and return address in top left corner and the service provider's postal permit information printed in top right corner (sample attached). Window envelopes may be standard #10 window envelopes or a size that accommodates Personal Property Tax Returns folded in half (5¾" x 8¾" or similar), as long as taxpayer address shows through window. A #9 return envelope will be included along with each of the various forms (PT-50P, PT50PF, PT50A & PT50M) designating the Return Name for each of the returns on the outside of the envelope. (See example)
 - Business PT50P
 - Business Freeport PT50PF
 - Aircraft PT50A
 - Marine PT50M
- **Business Personal Property Tax Return (PT 50P):** Each set consists of six (6) printed pages, printed duplex, text printed in full color on 28 lb. color laser copier paper (or equivalent). Data file consisting of prior information will be provided for printing on the form.
- **Application for Freeport Exemption (PT 50PF):** Each set consists of two (2) printed pages, printed duplex, text printed in full color on 28 lb. color laser copier paper (or equivalent) PLUS a Business Personal Property Tax Return (PT 50P) (described above). Data file consisting of prior information will be provided for printing on the form.
- **Aircraft Personal Property Tax Returns (PT 50A):** Each set consists of five (5) printed pages, printed duplex, text printed in three (3) colors on 28 lb. color laser copier paper (or equivalent). Data file consisting of prior information will be provided for printing on the form.
- **Marine Personal Property Tax Returns (PT 50M):** Each set consists of five (5) printed pages, printed duplex, text printed in three (3) colors on 28 lb. color laser copier paper (or equivalent). Data file consisting of prior information will be provided for printing on the form.

For both Annual Notice of Assessments (PT-306) and Amended Assessment Notices (PT-306C) we are requesting pricing for a double-sided option. The reverse side would be the same content for each batch run. That is, the content of the reverse side would be the same for all Personal Property PT-306 and PT-306C forms and the reverse side would be the same for all Real Property PT-306 and PT-306C forms, though the content may differ between Real Property versus Personal Property form.

2. NOTICE OF CURRENT ASSESSMENT**a. Real Property Annual Notice of Assessment (PT 306):**

- Notices should be two-sided, 8½" x 11" standard, 20 lb., white paper (provided by service provider) using black ink. A barcode containing the account number will be included in the upper center of the form below the title. The barcode will be formatted in Code 3:9 (true type). The front side will follow the State

requirements and the template to be provided. The reverse side will be used for explanations, disclaimers, or contact information as it relates to the front of the notice. The reverse side will be the same for all Real Property Annual Notice of Assessments.

b. Personal Property Annual Notice of Assessment (PT 306)

- Notices should be two-sided, 8½" x 11" standard, 20 lb. white paper (provided by service provider) using black ink. A barcode containing the account number will be included in the upper center of the form below the title. The barcode will be formatted in Code 3:9 (true type). The front side will follow the State requirements and the template to be provided. The reverse side will be used for explanations, disclaimers, or contact information as it relates to the front of the notice. The reverse side will be the same for all Personal Property Annual Notice of Assessments.

3. AMENDED NOTICES (PT306C)

a. Real Property Amended Assessment Notices

- Amended Assessment Notices should be two-sided, 8½" x 11" white, standard, 20 lb. paper (provided by service provider) using black ink. Once printed, document will be tri folded and placed in a #10 envelope (provided by service provider) using the County's envelope as a template. Address information comes directly from original address file (database). The front side will follow the State requirements and the template to be provided. The reverse side will be used for explanations, disclaimers, or contact information as it relates to the front of the notice. The reverse side will be the same for all Real Property Annual Notice of Assessments.

b. Personal Property Amended Assessment Notices

- Amended Assessment Notices should be two-sided, 8½" x 11" white, standard, 20 lb. paper (provided by service provider) using black ink. Once printed, document will be tri folded and placed in a #10 envelope (provided by service provider) using the County's envelope as a template. Address information comes directly from original address file (database). The front side will follow the State requirements and the template to be provided. The reverse side will be used for explanations, disclaimers, or contact information as it relates to the front of the notice. The reverse side will be the same for all Personal Property Annual Notice of Assessments.

4. NO CHANGE LETTERS

No change letters should be printed on one side of 8½" x 11" white, standard, 20 lb. paper (provided by service provider) using black ink. Once printed, document will be tri folded and placed in a #10 envelope (provided by service provider) using the County's envelope as a template. Address information comes directly from original address file (database).

5. OTHER REQUIREMENTS

- a. The service provider agrees to promptly commence the work with adequate personnel and equipment after receipt of Purchase Order, Notice to Proceed, & PDF print file and to complete within the time specified. If said work is not completed within the time stated in this document, the service provider shall be liable and agrees to pay the County as liquidated damages and not as a penalty,

\$100 per day for each day the work is late. If the printing is not correct (due to error made by service provider) and has to be reprinted, the service provider agrees to reprint and re-mail at no charge to the County as well as pay the County the same liquated damages of \$100 per day for each day until the work is completed.

- b. Proofs must be submitted to the designated Tax Assessors Office representative for approval **before** the order is started. (Designated Tax Assessors Office representative to be identified prior to work commences.) We will also require a sampling (number to be determined by the County) from every production batch of 500 printed to be delivered via Email in PDF format to the County designated person after the printing is started and throughout the entire process until the printing is complete. Service provider must not release and deliver to Postal Service until printing is validated by the Service provider and a Gwinnett County authorized representative. All approvals and validation of printing must be in writing by both parties. If not otherwise specified in this document, the typical delivery cycle would begin with a 2-week notification for the service provider to expect to receive a data file from Gwinnett County. Proofs for large data files (over 15,000 records) are expected within a week of delivery of the data file(s) to the service provider. Proofs for smaller data files are expected within 2 business days of delivery of the data file(s) to the service provider. The expected time between delivery of proofs to Gwinnett County for approval and delivery time by the service provider to the post office varies by job type, but is typically 2 days for Personal Property tax returns, 1-2 weeks for large Notice of Current Assessment jobs (over 15,000 records), and 3 business days for small Notice of Current Assessment jobs, 30 Day Amended Notice jobs, and No Change Letter jobs.

ESTIMATED QUANTITY AND TIMELINE OF PROJECTS FOR 2022

ITEM #	ESTIMATED ANNUAL QTY.	DESCRIPTION	APPROXIMATE DATE FILE IS SENT TO SERVICE PROVIDER	APPROXIMATE DATE PROOF TO COUNTY FOR APPROVAL	APPROXIMATE DATE DELIVERY TO POST OFFICE
TAX RETURNS - PERSONAL PROPERTY (ONLY)					
1	16,000	PT-50P	12/20/2022	12/27/2022	12/29/2022
2	1,100	PT-50PF	12/20/2022	12/27/2022	12/29/2022
3	300	PT-50A	12/20/2022	12/27/2022	12/29/2022
4	2,500	PT-50M	12/20/2022	12/27/2022	12/29/2022
PT-306 NOTICE OF CURRENT ASSESSMENT					
5	18,000	PT-306 – Commercial NCOA	3/18/2022	3/25/2022	4/8/2022
6	500	PT-306 – Commercial & Residential International	3/18/2022	3/25/2022	4/8/2022
7	285,000	PT-306 – Residential NCOA	3/18/2022	3/25/2022	4/8/2022
8	3,000	PT-306 – Residential First Class	4/4/2022	4/5/2022	4/8/2022
9	22,000	PT-306 – Business	5/11/2022	5/13/2022	5/20/2022
10	2,500	PT-306 – Marine	5/11/2022	5/13/2022	5/20/2022
11	325	PT-306 – Airplane	5/11/2022	5/13/2022	5/20/2022
30 DAY AMENDED NOTICES					
12	1,000	Amended Notices 1 st Mailing (including 2 nd address as appropriate)	5/11/2022	5/13/2022	5/20/2022
13	1,000	Amended Notices 2 nd Mailing (including 2 nd address as appropriate)	5/25/2022	5/27/2022	6/1/2022
14	1,000	Amended Notices 3 rd Mailing (including 2 nd address as appropriate)	6/8/2022	6/10/2022	6/15/2022
15	1,000	Amended Notices 4 th Mailing (including 2 nd address as appropriate)	6/29/2022	7/1/2022	7/6/2022
16	1,000	Amended Notices 5 th Mailing (including 2 nd address as appropriate)	7/13/2022	7/15/2022	7/20/2022
17	1,000	Amended Notices 6 th Mailing (including 2 nd address as appropriate)	7/27/2022	7/29/2022	8/3/2022
18	1,000	Amended Notices 7 th Mailing (including 2 nd address as appropriate)	8/10/2022	8/12/2022	8/17/2022
NO CHANGE LETTERS					
19	750	No Change Letters 1 st Mailing (including 2 nd address as appropriate)	4/27/2022	4/29/2022	5/4/2022
20	750	No Change Letters 2 nd Mailing (including 2 nd address as appropriate)	5/11/2022	5/13/2022	5/20/2022
21	750	No Change Letters 3 rd Mailing (including 2 nd address as appropriate)	5/25/2022	5/27/2022	6/1/2022
22	750	No Change Letters 4 th Mailing (including 2 nd address as appropriate)	6/8/2022	6/10/2022	6/15/2022
23	750	No Change Letters 5 th Mailing (including 2 nd address as appropriate)	6/29/2022	7/1/2022	7/6/2022
24	750	No Change Letters 6 th Mailing (including 2 nd address as appropriate)	7/13/2022	7/15/2022	7/20/2022
25	750	No Change Letters 7 th Mailing (including 2 nd address as appropriate)	7/27/2022	7/29/2022	8/3/2022
26	750	No Change Letters 8 th Mailing (including 2 nd address as appropriate)	8/10/2022	8/12/2022	8/17/2022
27	750	No Change Letters 9 th Mailing (including 2 nd address as appropriate)	8/31/2022	9/2/2022	9/7/2022

IMPORTANT: The County reserves the right to modify these dates as necessary. These printing jobs are very time sensitive, and the mailing schedule listed above must be adhered to as directed by the County.

III. Proposal Submission Instructions

The submitted proposal package should be responsive to the specific range of requirements elaborated in this request. Submission of excessive “boiler plate” information, including sales brochures is discouraged. Service providers are requested to submit one (1) unbound original (use binder clip or rubber band), four (4) bound copies, and one (1) electronic copy of the entire proposal package in Adobe PDF format (without the cost proposal). All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing service provider. Proposals should include the following at a minimum:

A. Service Provider Information

Service providers must address their ability to meet the following requirements. NOTE: Proposers shall not refer to websites, links to websites, or promotional literature in lieu of completely answering questions. All required information must be included within the proposal package as directed.

1. Service provider Identification – List the full name of service provider; indicate service Provider’s principal business office and any satellite offices; and indicate the location(s) from which services for the County will be staged. Include telephone number, fax number and e-mail address to local office.
2. Describe the general history and overview of the service provider. Include total number of employees and specifically detail number of staff responsible for daily processing of mail. List any applicable certifications, accreditations, and awards.
3. Qualifications of Proposed Staff – List the qualifications and experience of the specific staff member(s) to be assigned as the Lead contact for the engagement with Gwinnett County. Include an organization chart of the service provider detailing levels of responsibility.
4. Quality Assurance Procedures – Describe the service provider’s in-house procedures to assure the accuracy and integrity of the services provided.
5. Business Continuity – Detail the service provider’s plan to continue operations and provide service to Gwinnett County in the event of catastrophic failure of equipment or acts of nature.

B. Understanding and Approach

Detail the service provider’s plan and capability to comply with the following minimum requirements:

1. Provide services to both printing process and mailing service as specified above.
2. The ability to produce accurate documents as requested, in the quantities and timeframes needed and stated above.
3. Demonstrate the ability to compile information from multiple data sets as needed to ensure ownership and address information is free of errors. This is imperative the business of the County. The service provider should explain their quality control mechanisms to reduce or eliminate errors, state how the service provider defines errors, and describe past error rates.
4. USPS IMb Tracing. The service provider must state the specific USPS service they intend to use with specifications of the information that service provides to the County.
5. Demonstrate an ability to minimize postage costs while maintaining the standards of this request.
6. Explain in detail the service provider’s plan to comply with the County’s proofing process of large print files.
7. Delivery of documents to Georgia postal facility. State the USPS facility/facilities that the service provider will deliver through.
8. Provide the expected turnaround time for delivery of proofs, delivery of sampling, completion of production batch, and delivery to Postal Service.

C. References

References should be for businesses or governments, for which the service provider has provided printing and mailing services. Include client names and reference contacts from at least three (3) such projects, which should be from state, county, municipal governments. References shall involve specific projects similar in scope, complexity and size (number) to proposed project. Said projects must have been completed or ongoing within the last five (5) years. Service provider should complete references form included with this proposal.

D. Pricing

Service provider shall detail the proposed pricing structure. Proposal shall detail any additional printing, postage or mailing expense which may be received by Gwinnett County. Based on the information provided, include an approximate annual savings to the County, as well as the proposed, per piece prices, however, the “per piece” prices will be evaluated under “pricing.” **Remember: Pricing is to be submitted in a separate sealed envelope with the technical proposal package.**

E. Service Provider Demonstration

Upon review by the County’s proposal evaluation team, a short-list of service providers may be identified. Those service providers determined to be “finalist” may be asked to perform a demonstration of the proposed solution. Format and length of demonstration shall be determined by Gwinnett County.

Evaluation Process

A. The Gwinnett County Board of Commissioners intends to accept the offer that is the most advantageous to itself from the standpoint of service, experience, quality of the finished product, the capability of the service provider to perform the contract, and price. The ability to provide quality service on one or both of the components may be taken into consideration. Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities as deemed in its best interest.

B. Proposals will be evaluated based on their relative responsiveness to criteria described for each component and with those criteria’s values weighted as shown below.

Criteria		Points
Phase I		
A.	Service Provider Information	25
B.	Understanding and Approach	45
C.	References	10
Sub-Total		80
Phase II		
D.	Pricing	20
Sub-Total		100
Phase III		
E.	Service Provider Demonstration (optional)	10
Total		110

Basis of Short-Listing / Selection

Phase I – Initially, proposals will be evaluated based on their relative responsiveness to the criteria described above and will be scored based on the point values as shown. Please note that references, and subsequent reference checks, are a required component of Phase I scoring.

Phase II – Service providers may be short-listed for further consideration. The Proposal Fee Schedules of the short-listed service providers from Part I will be opened, reviewed, and scored with the lowest cost receiving the most points and the other service providers receiving proportional points based on the differences in proposal costs.

Phase III – At Gwinnett’s discretion, or as deemed in Gwinnett’s best interest, service providers may be short-listed a second time for an interview. At this time, Gwinnett may request further information, explanations, clarifications, presentations, interviews, or meetings with some or all of the remaining service providers. If interviews are necessary, details on the scoring criteria for interviews will be provided along with notification of the scheduled interview.

All presentations/interviews will be the sole responsibility of the proposing service providers and at no cost to Gwinnett County.

If an agreement with the highest-ranked service provider cannot be reached, Gwinnett may then negotiate with the second-ranked service provider and so on until a satisfactory agreement has been reached.

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

SUBMIT SEPARATELY IN A SEALED ENVELOPE

**COST SCHEDULE
(UNIT PRICES TO INCLUDE PRINTING, MAILING & POSTAGE)**

SECTION A - TAX RETURNS - PERSONAL PROPERTY (ONLY)				
ITEM #	ESTIMATED ANNUAL QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	16,000	PT-50R	\$	\$
2	1,100	PT-50PF	\$	\$
3	300	PT-50A	\$	\$
4	2,500	PT-50M	\$	\$
TOTAL SECTION A				\$
SECTION B - NOTICE OF CURRENT ASSESSMENTS				
ITEM #	ESTIMATED ANNUAL QTY	DESCRIPTION	DOUBLE SIDED UNIT PRICE	TOTAL PRICE
5	18,000	PT-306 – Commercial	\$	\$
6	500	PT-306 – Commercial & Residential International	\$	\$
7	285,000	PT-306 – Residential	\$	\$
8	3,000	PT-306 – NCOA Changes	\$	\$
9	22,000	PT-306 – Business	\$	\$
10	2,500	PT-306 – Marine	\$	\$
11	325	PT-306 – Airplane	\$	\$
TOTAL SECTION B				\$
SECTION C - AMENDED NOTICES				
ITEM #	ESTIMATED ANNUAL QTY	DESCRIPTION	DOUBLE SIDED UNIT PRICE	TOTAL PRICE
12	1,000	Amended Notices 1 st Mailing (including 2 nd address as appropriate)	\$	\$
13	1,000	Amended Notices 2 nd Mailing (including 2 nd address as appropriate)	\$	\$
14	1,000	Amended Notices 3 rd Mailing (including 2 nd address as appropriate)	\$	\$
15	1,000	Amended Notices 4 th Mailing (including 2 nd address as appropriate)	\$	\$
16	1,000	Amended Notices 5 th Mailing (including 2 nd address as appropriate)	\$	\$
17	1,000	Amended Notices 6 th Mailing (including 2 nd address as appropriate)	\$	\$
18	1,000	Amended Notices 7 th Mailing (including 2 nd address as appropriate)	\$	\$
TOTAL SECTION C				\$

COMPANY NAME _____

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SUBMIT SEPARATELY IN A SEALED ENVELOPE

**COST SCHEDULE
(UNIT PRICES TO INCLUDE PRINTING, MAILING & POSTAGE)**

SECTION D - NO CHANGE LETTERS				
ITEM #	ESTIMATED ANNUAL QTY	DESCRIPTION	DOUBLE SIDED UNIT PRICE	TOTAL PRICE
19	750	No Change Letters 1st Mailing (including 2 nd address as appropriate)	\$	\$
20	750	No Change Letters 2nd Mailing (including 2 nd address as appropriate)	\$	\$
21	750	No Change Letters 3rd Mailing (including 2 nd address as appropriate)	\$	\$
22	750	No Change Letters 4th Mailing (including 2 nd address as appropriate)	\$	\$
23	750	No Change Letters 5th Mailing (including 2 nd address as appropriate)	\$	\$
24	750	No Change Letters 6th Mailing (including 2 nd address as appropriate)	\$	\$
25	750	No Change Letters 7th Mailing (including 2 nd address as appropriate)	\$	\$
26	750	No Change Letters 8th Mailing (including 2 nd address as appropriate)	\$	\$
27	750	No Change Letters 9th Mailing (including 2 nd address as appropriate)	\$	\$
TOTAL SECTION D				\$
TOTAL OF ALL SECTIONS				\$

Gwinnett County requires pricing to remain firm for the initial term of the Contract. Failure to hold firm pricing for the initial term of the Contract may be sufficient cause for Gwinnett County to declare Proposal non-responsive.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 2:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 3:	_____ % Increase	_____ % Decrease	Explanation _____
Renewal Option 4:	_____ % Increase	_____ % Decrease	Explanation _____

COMPANY NAME _____

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Service Provider Information Page

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

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

Certification Of Non-Collusion in Proposal Preparation _____
(Signature) (Date)

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein. Offers and agrees, if this Proposal is accepted by the Board of Commissioners within one hundred twenty (120) 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.

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 _____

Email address _____

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

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 Dates _____

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 _____

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.

*****Gwinnett County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal/bid document. If no exceptions are noted it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making award.*****

**"SAMPLE"
Annual Service Provider Contract
RP008-21**

Printing and Mailing of Various Tax Forms on an Annual Contract with Four (4) Options to Renew

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 February 8, 2022 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 bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, 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 bid/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 Bid.

4. PRICE:

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

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth 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: _____
Nicole L. Hendrickson, Chairwoman
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)



RP008-21 Printing and Mailing of Various Tax Forms 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 Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE ____ DAY OF _____, 20____

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).



RP008-21 Printing and Mailing of Various Tax Forms 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 EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com

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

Buyer Initials: DG

RP008-21

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

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

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 bid/proposal submittal but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013, and in accordance with the Georgia Illegal 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 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 the 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 a 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 bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

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

XX. DISPUTES

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

XXI. SUBSTITUTIONS:

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

XXII. INELIGIBLE PROPOSERS

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

XXIII. OCCUPATION TAX CERTIFICATE

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

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

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

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a

disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of Gwinnett County should be directed to Susan Canon, 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.

XXIX. SOLID WASTE ORDINANCE

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

XXX. GENERAL CONTRACTORS LICENSE

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

XXXI. 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)**.

XXXII. 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.

XXXIII. CODE OF ETHICS:

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

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

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

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

XXXIV. 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.

XXXV. 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 website 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 the 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.